



**KLEHR HARRISON
HARVEY BRANZBURG LLP**

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July 10, 2025

VIA ELECTRONIC MAIL ONLY

Mr. Stephen Boerner
Stephen.Boerner@gmail.com

Re: Bemmer/Boerner Divorce Matter

Dear Mr. Boerner:

In an effort at resolving the financial issues incident to your divorce matter without the need for further discovery, court involvement and prolonged litigation with the attendant counsel fees and costs thereof, Ms. Bemmer has requested that I make the following proposal for settlement of the financial issues incident to your divorce:

1. N. 3rd Street, Philadelphia, PA 19106: Pending sale, and effective as of July 1, 2025, and so long as neither of you resides in the property, you and Ms. Bemmer will share the expenses of the property, including but not limited to, the mortgage, HOA fees, property taxes, homeowners insurance, utilities and routine maintenance expenses, equally (50-50) between you. In the event that one of you moves back into the property pending sale, that party would be solely responsible for those expenses. At settlement on the sale of the property, the net proceeds of sale, if any, would be distributed equally (50-50) between you. "Net proceeds" of sale would be defined as the gross selling price, less the balance of the first mortgage, less any outstanding HOA fees, and less the usual and customary costs of sale, including the realtor's commission. In the event that the property sells at a loss, you would be equally (50-50) responsible to pay any outstanding balance due at settlement;

2. Retirement Accounts: Each of you will waive any right, title and/or interest in the other's retirement accounts and you would each retain your respective retirement accounts as your sole and separate property. You will each be required to timely execute and return any and all forms that any plan administrator or financial entity requires evidencing your respective waivers in this regard;



3. Non-Retirement Financial Accounts:

Jointly titled financial accounts: the funds in any jointly titled financial accounts will be distributed equally (50-50) between the two of you within ten (10) days of the execution of any property settlement agreement and the accounts closed.

Separate financial accounts: you will retain all funds in your separately titled financial accounts and Ms. Bemer will waive any and all right, title and interest therein. Likewise, Ms. Bemer will retain all funds in her separately titled financial accounts and you will waive any and all right, title and interest therein.

Cryptocurrency/Coinbase: you will retain your cryptocurrency/Coinbase and Ms. Bemer will waive any and all right, title, claim and/or interest thereto;

4. Personal Property: To the extent that the furniture, furnishings and other marital personal property located in N. 3rd Street has not been divided between Ms. Bemer and you, the two of you shall attempt to distribute to your mutual satisfaction no later than settlement on the sale of the property. To the extent that you cannot agree upon the distribution of any such property, you shall utilize the services of a family law mediator or arbitrator to assist with this process and shall share the costs associated therewith equally between you. You shall each retain any non-marital personal property titled in your respective names or in your respective possession at the time of the execution of any property settlement agreement;

5. 2015 Jeep Cherokee: You will retain this vehicle, paying all expenses in connection therewith;

6. Life Insurance: You will each retain any and all life insurance policies that you now own as well as any cash surrender value associated therewith, and you shall each be permitted to name any beneficiary of your choosing with regard thereto;

7. Credit Card Debt: You shall each be solely responsible and shall pay any credit card debt in your respective names, indemnifying, defending and holding the other harmless with respect thereto;

8. Alimony, Support and/or Maintenance: You shall each waive any and all claims to alimony, support and/or maintenance of any kind from the other;

9. Health Insurance and Unreimbursed Medical Expenses: Effective with the date of the entry of a final decree in divorce, you shall each be solely responsible to provide and pay for your own health insurance coverage. Effective with the date of the execution of the agreement, you shall each be solely responsible to pay for your own unreimbursed medical expenses; and



July 10, 2025
Page 3

10. Counsel Fees, Costs and Expenses: You shall each be solely responsible to pay your own counsel fees, costs and expenses.

My office will be responsible for preparing a Property Settlement Agreement embodying the terms of your agreement. Simultaneously with the execution of that Agreement, you and Ms. Bemer will execute and file your respective Affidavits of Consent and Waivers of time periods necessary to obtain a final decree in divorce, and my office will prepare and file the Praecipe and any other paperwork necessary to obtain a final decree in divorce.

Ms. Bemer believes the forgoing proposal is fair and reasonable under all of the circumstances of your matter. Please review the foregoing carefully and provide me with a response thereto within 15 days of the date of this letter. This proposal is being made without prejudice for settlement purposes only and may not be introduced in any manner whatsoever in any future court proceedings, should it become necessary.

Very truly yours,

Helen H. Lafferty

HHL:klg

cc: Melissa Bemer (via email only)