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June 16, 2025

HELEN HANEY LAFFERTY, Esquire
Of Counsel
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103

RE: Bemer v. Boerner, Case No. CV-2024-007234

Ms. Lafferty,

This correspondence addresses the fundamental factual and legal realities that must inform any meaningful settlement discussion in this matter. Your June 12th communications reflect a significant misunderstanding of the documented circumstances that have developed since Ms. Bemer's departure, necessitating immediate clarification.

SCHEDULING INCONSISTENCY & IRREGULARITIES:

Your June 12th communications present a concerning pattern regarding availability and information exchange that requires clarification. Your morning email at 9:42 AM stated you were "available for a call next week Monday through Friday at a time convenient to you," indicating complete scheduling flexibility with no apparent conflicts.

However, your afternoon email at 1:49 PM, sent mere hours later, fundamentally altered this position. When I responded at 1:38 PM with standard requests for case preparation and mutual information exchange, you immediately withdrew your previously stated "wide-open availability," conditioning any call on my first providing a complete settlement proposal.

This represents a significant shift from cooperative scheduling to conditional demands within the same business day. Your insistence that I provide my complete position without reciprocal disclosure from your client creates an inherently unequal information exchange framework that contradicts standard professional practice for complex proceedings.

The timing of this availability withdrawal—immediately following my reasonable requests for mutual preparation—suggests that productive settlement discussions require balanced information sharing rather than unilateral disclosure demands. Pennsylvania practice favors reciprocal exchange of positions and objectives to facilitate meaningful resolution discussions.

I remain available for structured conversation based on mutual information sharing and reasonable preparation time for both parties, consistent with your initial scheduling flexibility offer.

INTENT TO MISCHARACTERIZE THROUGH SELECTIVE QUOTATION

Your characterization of my conditional offer removes material language that fundamentally changes its meaning. I explicitly stated I would dispatch my position "contingent upon scheduling a phone call between the two of us," not unconditionally as you suggest. Removing conditional language from quotes to create false impressions violates professional standards for accurate communication.

Your subsequent claim that I was imposing "other conditions" mischaracterizes reasonable requests for mutual preparation as obstruction. My June 12th email requested confirmation of correspondence review and specific information priorities - standard professional practice for complex proceedings, not obstructive conditions.

LEGAL FRAMEWORK GOVERNING RESOLUTION:

Pennsylvania Equitable Distribution Principles: Under 23 Pa.C.S. § 3502(a)(7), courts must consider "the contribution or dissipation of each party in the acquisition, preservation, depreciation or appreciation of the marital property." The documented financial abandonment during my disability while I bore 100% of preservation costs creates compelling grounds for substantial preservation credits.

Delaware County Precedent: Local precedent, including Johnston v. Johnston, supports significant equitable adjustments (80-20 distribution) when one spouse financially abandons marital property while the other prevents foreclosure through solo preservation efforts.

Support Considerations: Under 23 Pa.C.S. § 3502(a)(3), my documented unemployable disability status, zero income pending SSDI approval, and Ms. Bemer's concealed full-time employment with benefits preclude any support obligation from me to her.

MORTGAGE PAYMENT CLARIFICATION:

Your inquiry regarding the June mortgage payment requires context. I maintained all mortgage obligations from September 2023 through October 1, 2024, when the tenants of our Philadelphia condominium moved out, thus removing the \$2,800 of tenant income that offset the approximate \$3,300-\$3,500 monthly carrying costs across fixed and variable monthly recurring expense categories.

From October 1, 2024, through March 2025, I made six consecutive payments covering property taxes, mortgages, etc., to Nationstar Mortgage LLC d/b/a Mr. Cooper. In that time, Ms. Bemer contributed nothing despite her employment. The current payment status reflects the exhaustion of my bridge loan funds on March 16, 2025—a direct consequence of bearing 100% of property expenses while disabled and receiving zero contribution from your employed client.

Please refer to my email correspondence to your client on March 16, 2025 where my position, one of mutual responsibility, was echoed with clear expectations of my disability, financial position, and inability, not willingness, to no longer make payments on the mutually owned marital property - that of which marital debt in the form of a bridge loan agreement serviced months four, five, and six of the October 2024 - March 2025 time frame of defendant payments with no communication or response to pleas for your client's participation in financial responsibility.

Medical Abandonment: Your client issued a rapid progression of payments to Nationstar Mortgage LLC d/b/a Mr. Cooper, completing four full payments—three in May 2025 and one in June 2025.

The renewed focus on our shared financial obligations emerged six months after Melissa resumed full-time employment in December 2024—information she failed to disclose at the time she issued her initial financial disclosure. During this period, I was depleting my remaining funds and uninsured, unaware of her reemployment.

This financial imbalance directly resulted from Melissa's unilateral decision to abandon our household, its financial responsibilities as Florida tenants, her employment that serviced the circle of care I desperately needed despite my diagnosed disability of Post-Traumatic Stress Disorder resulting from a violent home invasion on March 26, 2024 - occurring approximately one month before Melissa notifying me of her unilateral decision that she was to leave our rented home in Gulfport, Florida regardless of my decision to join her or not.

Notably, she reinstated her previous position at the Hospital of Pennsylvania, which had formerly extended an Employee + Spouse benefits package. However, this coverage was neither disclosed to the defendant nor made available, leaving me—the defendant—without access to critical resources previously shared. This is a major breach of spousal responsibility of care.

Property Preservation Burden: Since October 2024, I have solely financially supported the marital residence at 246 N. 3rd Street, Philadelphia, including mortgage payments (\$2,494.13), HOA fees (\$813), utilities, insurance, and maintenance costs totaling approximately \$3,300 monthly with HOA paid dues ceasing in early 2025.

This preservation effort continued during my documented disability and unemployment following the March 2024 home invasion, which resulted in severe PTSD. Melissa was present for this tragic incident, although

she was not violently involved. This experience led to the PTSD diagnosis and treatment, both of which Melissa witnessed in person.

UNAUTHORIZED PRACTICE WITHOUT COURT AUTHORITY:

Based on my review of the C-Track docket records and your communications, I note a procedural discrepancy that requires clarification. Your June 5th email stated "We will be entering our appearance in the matter," yet the Delaware County C-Track system shows no appearance filing by you or Klehr Harrison Harvey Branzburg LLP as of June 16th.

The current docket record reflects:

05/27/2025 2:41 PM - Praeipce - Praeipce to Correct the Address of Defendant - Boerner, Stephen

05/12/2025 11:39 AM - Entry of Appearance for Defendant - Entry of Appearance for Defendant - Boerner, Stephen

While Pennsylvania practice permits attorneys to communicate with opposing parties before formal appearance filing, particularly during counsel transitions, the eleven-day period between your initial communication and continued legal demands raises questions about your current authority to act on Ms. Bemer's behalf in this proceeding.

Pennsylvania Rules of Professional Conduct Rule 5.5(a) provides guidance on properly adhering to rules of professional conduct and ensuring that attorneys comply with jurisdictional regulations regarding the practice of law. Delaware County Local Rules require formal appearance filings to establish standing for making legal demands, setting settlement conditions, and directing case proceedings.

Please clarify your current status and provide the expected filing date for your formal appearance to ensure proper procedural compliance.

PLAINTIFF'S COUNSEL - UNMET DUE DILIGENCE REQUIREMENTS:

The communications I provided include the critical text message exchange between Melissa and me on October 1-2, 2024, which documents the exact moment your client abandoned her financial obligations:

October 1, 2024, 4:02 PM - Melissa to Stephen:

"Also we have a mortgage payment due and no tenants. Our tenants moved out and the place looks great. My dad was just there. Think how you'd like to handle dividing mortgage payments until we have a buyer."

October 2, 2024, 10:44 AM - Melissa's Response:

"Wow. You are showing your true colors, is all I can say. You should use the security deposit you got from Tifton St and money you got from selling the golf cart to pay the mortgage. Moving forward, DO NOT CONTACT ME. All communication should go through my lawyer."

Had you conducted proper case preparation, as my good-faith effort encouraged you, you would have discovered within the historic communication records, that the defendant made six consecutive full mortgage payments immediately after the October 1 and October 2, 2024 communications were received from the plaintiff on the matter of equitable share of the financial burden arising from the Philadelphia condominium no longer housing paying tenants. These payments were made independent of the plaintiff, with no regard, nor care echoed from the plaintiff.

From October 2024 through March 2025, although your client contributed zero dollars after her October 2 statement of financial misconduct and outright abandonment, months of three-way, realtor communications via mobile text message provides ample activity to demonstrate that your client was highly engaged in the processes related to the potential sale of the property, where the proceeds were something your client's text can be quoted in her expectations of her fair share.

However, as months passed, to start the calendar year of 2025, I was forced to secure a bridge loan in January 2025 solely to continue payments in January, February, and March 2025 to float a mortgage and buy runway in order to prevent foreclosure proceedings from beginning.

As these months passed, the severity of this reality revealed the evidence you will discover: emails sent from the plaintiff to the defendant that contain coercive, manipulative, and unsolicited settlement proposals. As this letter is in response to your uninformed misquotes and not intended to substantiate any comments herein, I'll leave it to your eventual due diligence to find this information, though I am happy to provide it should the plaintiff's record-keeping not be as meticulous as the defendant's.

Your communication with me continued:

"It now appears that you want other conditions met before you will schedule a call with me or release your position to me."

Contrary to the inaccurate misquote in your email, there was no singular condition nor "condition(s)" in the plural sense. The "condition" you characterized was merely a recommendation following the observation that the plaintiff's new legal counsel, while still unregistered as the plaintiff's legitimate legal counsel, had decided to push forward, in writing, the plaintiff's pressure tactics and agenda without having historical context and therefore not serving the plaintiff with proper legal counsel. Adherence to my advice to review

12+ spousal communications as part of your immediate due diligence in the case provided the discoverable information to prevent wasting time wondering and inquiring.

Bridge Loan as Marital Debt: October 2024 through March 2025, while your client contributed zero dollars after her October 2nd abandonment, I was forced to secure a bridge loan in January 2025 solely to continue these payments and prevent the start of foreclosure proceedings.

This decision was made purely as a strategy to preserve marital assets. The funds were secured and documented under careful records, and lawfully secured, as marital debt that effectively became due on March 16, 2025, during the third of three months of borrowed runway capital, which created the current payment difficulties that your client's abandonment directly caused.

Discriminatory Treatment of Disabled Litigant

As a disabled pro se litigant with documented PTSD following a March 2024 home invasion, I require reasonable accommodations in legal proceedings consistent with Pennsylvania Rules of Professional Conduct Rule 8.4(g) and federal ADA requirements.

Your communications pattern raises concerns about adequate consideration of disability-related processing needs. The immediate shift from offering flexible scheduling to demanding instant settlement proposals without allowing reasonable preparation time may not account for the documented cognitive processing challenges associated with severe PTSD.

Pennsylvania's legal framework recognizes that disabled individuals have the right to meaningful participation in legal proceedings. The Americans with Disabilities Act requires that disabled persons have equal access to legal processes, which includes reasonable accommodations for communication and response timeframes when medically documented disabilities affect processing capabilities.

My requests for structured information exchange, mutual preparation time, and confirmation of document review represent standard disability accommodations rather than obstructive conditions. These approaches ensure that my documented PTSD symptoms do not prevent effective participation in settlement discussions or case resolution.

I respectfully request that future communications acknowledge these documented medical circumstances and provide reasonable timeframes for response and preparation consistent with Pennsylvania's accommodation requirements for disabled litigants. This approach will facilitate more productive discussions while ensuring compliance with applicable disability protection standards.

The goal is effective case resolution that accounts for all parties' circumstances, including documented medical conditions that may affect communication processing and response capabilities.

Medical Abandonment Context

Your communications demonstrate complete failure to account for the documented medical abandonment that defines this case. In early July 2024, when your client planned to terminate her Tampa General Hospital employment, I researched and confirmed her FMLA eligibility specifically to maintain my health insurance during active PTSD treatment following a violent home invasion.

When I presented this option to preserve my healthcare during a medical crisis, your client's response was captured verbatim: "She was emphatically against the idea and couldn't move outside of making money being the priority." Her subsequent termination on July 28, 2024, directly cut my health insurance on August 1, 2024, forcing me to secure expensive coverage at \$277/month while disabled and without income.

This documented willful medical abandonment, combined with her complete financial abandonment of marital obligations precisely when I became unemployable due to severe PTSD, represents conduct that Pennsylvania courts view as creating extraordinary circumstances affecting both equitable distribution and support determinations.

Professional and Legal Consequences

Your documented violations create compelling grounds for a Pennsylvania Disciplinary Board investigation under multiple Rules of Professional Conduct.

Professional misconduct allegations result in serious consequences, including license suspension, monetary penalties, and permanent reputation damage. The Pennsylvania Disciplinary Board imposes sanctions ranging from private reprimand to disbarment, which are "typically imposed for serious or repeated misconduct."

Your violations support comprehensive sanctions under Pennsylvania Rules of Civil Procedure 1023.1-1023.4, which authorize courts to impose monetary penalties and attorney fee awards for conduct that violates professional standards. Rule 1023.4 provides that sanctions "shall be limited to that which is sufficient to deter repetition of such conduct" and may include "payment to the movant of some or all of the reasonable attorneys' fees and other expenses incurred as a direct result of the violation."

Required Corrective Actions

To avoid formal sanctions proceedings and professional conduct referral, you must immediately:

- File a proper court appearance to establish legitimate authority for legal demands.
- Stop discriminatory treatment and acknowledge the need for disability accommodations.
- Investigate the complete case history, including all communications between plaintiff and the defendant,
- Investigate the full history and timeline of events related to medical abandonment, financial concealment, financial misconduct, and emotional abandonment before making further demands.

Formal Notice

Once more, I will offer you a scheduled time to speak. Should your opinion change, and your availability remain as open as previously indicated, you may propose days and times immediately, and I will accommodate your schedule.

While a narrow window remains for good faith corrective action, continuing these violations will result in comprehensive documentation for court review.

Please confirm receipt and advise when to file your appearance to establish proper standing.

Thank you,

A handwritten signature in black ink, appearing to read 'Stephen Boerner', with a stylized flourish at the end.

Stephen Boerner
Pro Se Litigant
stephen.boerner@gmail.com
215.530.0545

NOTICE REGARDING LEGAL REPRESENTATION STATUS

Please be advised that Stephen Boerner is proceeding pro se in this matter, as reflected in the Delaware County C-Track system entries dated May 12, 2025 (Entry of Appearance for Defendant) and May 27, 2025 (Address Correction Praecipe).

All future communications regarding this case should be directed to:

Stephen Boerner, Pro Se
21090 W. Sharp St, Unit 132
Rock Hall, MD 21661

stephen.boerner@gmail.com
215.530.0545"

Pro Se Attorney on Record:

Stephen Jeffrey Boerner

Signature: _____

A handwritten signature in black ink, appearing to read 'Stephen Boerner', is written over a horizontal line.

Stephen Jeffrey Boerner is acknowledged as conducting self-representation with approved authority as a defendant pro se litigant.