IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

CYNTHIA STAIMON VOSK,	**:**	**No. 22-20425**
Plaintiff	**:**	
	:	
vs.	**:**	**CIVIL ACTION - LAW**
	:	
ARNO VOSK,	**:**	
Defendant	**:**	

OPINION and O R D E R

This matter came to be heard following Cynthia Staiman Vosk (Wife) filing a Petition to Interpret Agreement/Petition to Determine Date of Separation on March 6, 2024. A hearing on Wife's Petition was held May 1, 2024 at which time, the Court was advised that the parties' date of separation was previously resolved and the only issue before the court is whether Arno Vosk (Husband) owes Wife alimony and the answer to this question is predicated on the definition/meaning of the phrase "financial net worth" as found in the parties' Prenuptial Agreement (Prenup). Counsel for the parties agreed at the time of the hearing that all argument relative to this sole issue is legal and that the relative positions of the parties would be best explained by submitting briefs to the Court. Accordingly, a briefing schedule was established and following the Court's receipt of Wife's Brief in Support, Husbands Brief in Response and Wife's Reply to Husband's Brief, the matter is now ripe for decision.

The parties entered into a Prenuptial Agreement on February 13, 2008 and married February 17, 2008. The parties stipulate that Wife vacated the marital residence on June 8, 2022 and filed for divorce June 13, 2022. The parties' Prenup painstakingly defines the meaning of "separate property" and includes as attachments "Schedule A "and "Schedule B". The former is an itemized list of what constitutes the separate property of Husband and the latter is an itemized

list of what constitutes the separate property of Wife as well as the assignment of value for each asset listed in both schedules.

In addition to succinctly outlining the separate property of each party, the Prenup describes in detail what shall be done with the martial residence in the event of divorce or sale of the residence during the marriage. However, during the time that the parties reside in the marital home, "[t]he parties agree that both shall contribute to their joint living expenses including the expenses associated with the martial residence in accordance with their financial resources." The provision describing the rights and responsibilities of the parties as it relates to the marital residence further describes how the parties should undertake a valuation of the asset and depending on the circumstances under which the marital home becomes an issue, the calculation(s) that must be undertaken to arrive at an amount that Husband may owe to Wife.

The relevant portion of the Prenup at issue in this matter begins on page seven (7) of the Prenup and states, "The parties agree that in the event they separate and [Husband's] financial net worth exceeds [Wife's] financial net worth, [Husband] shall pay alimony to [Wife] for a minimum of one year with an additional year being added for every three (3) years that the parties are married after the third year. [Husband] shall pay to [Wife] said alimony in the sum of $500.00 per month."

The parties cannot arrive at a mutually agreeable definition of "financial net worth." Wife contends that within the definition of "financial net worth" should be included Husband's real property/and or pension plan. Conversely, Husband maintains that the definition of "financial net worth" includes only a party's "money" and excludes the parties' real estate holdings and other personal property as the latter items do not constitute "money" because they are not easily converted to cash. The definition of "financial net worth" will determine whether

Wife receives alimony from Husband (i.e. Husband's real estate holdings and pension is included in the definition) or does not receive alimony from Husband (i.e. Husband's real estate holdings and pension is not included in the definition) because without the inclusion of Husband's real estate and pension plan in the definition of "financial net worth," Wife will not be entitled to alimony as her "financial net worth" will be greater than the "financial net worth" of Husband.

Prenuptial agreements are contracts and are to be interpreted using contract principles. *Raiken v. Mellon*, 582 A.2d 11, 13 (Pa. Super. 1990). Our courts have specified that "[w]hen interpreting a prenuptial agreement, the court, as in dealing with an ordinary contract, must determine the intention of the parties. *Id*.. The Superior Court in *Walton v. Philadelphia National Bank* explains, "[When] construing a contract, the intention of the parties is paramount and the court will adopt an interpretation which under all circumstances ascribes the most reasonable, probable, and natural conduct of the parties, bearing in mind the objects manifestly to be accomplished." *Walton v. Philadelphia Nat. Bank*, 376 Pa. Super. 329, 338 (1988). When the terms of the contract are clear and unambiguous the intent of the parties can be ascertained from the document itself. *Id*. At 339. If there is no literal understanding of a contractual obligation the Court must consider what a reasonable person would understand the contract to be. *Id*. At 339. "In making the ambiguity determination, a court must consider the words of the argument, alternative meanings suggested by counsel, and extrinsic evidence offered in support of those meanings." *Id.* At 339.

With respect to the instant matter, Wife contends that "financial net worth" has an ordinary meaning and is arrived at by looking at the value of all assets less debts. Presumably, therefore, the "financial net worth" of Wife is determined by adding all of her assets listed in

Schedule B and then subtracting all of her debts. Per Wife, the calculation would be the same for Husband with respect to arriving at his "financial net worth". As previously stated, Husband's meaning of "financial net worth" consists only of money/financial accounts/liquid assets and the value(s) to the parties' vehicles, artwork, jewelry, real estate or other personal property is excluded. In his most abbreviated definition of "financial net worth," Husband argues that a parties financial net worth should be interpreted to mean the total value of her/his monetary accounts and that this can easily be accomplished by simply adding up her/his financial accounts.

The parties' respective definitions of what constitutes "financial net worth" are diametrically opposed and each offers persuasive argument as to why the court should adopt her or his definition. For example, Wife references in her brief the number of times "net worth" is utilized as well as the context in which it is used to bolster her argument that net worth subsumes the phrase "financial net worth" and as a result, all assets and income are included in the definition of the latter. Husband maintains that since "financial net worth" is used only in the context of calculating alimony, the parties clearly intended to assign a different meaning to "financial net worth" versus "net worth." The parties continue their respective arguments as to the meaning of "financial net worth" by dissecting various other paragraphs of the Prenup as well as defer to the definitions of various words as contained in Black's Law Dictionary. Both parties' arguments are thought provoking and to a large degree very compelling with respect to what the parties intended at the time the Prenup was drafted and signed. However, despite their well-articulated difference of opinions, this Court is of the humble opinion that one argument was perhaps overlooked by the parties when advocating what constitutes the true intent of the parties at the time they signed the Prenup.

Specifically, an argument not mentioned with respect to ascertaining the intent of the parties regarding the meaning of "financial net worth" is inclusion in the Prenup by the parties of the phrase "financial resources" under the "MARRIAGE RESIDENCE" provision. Specifically, "financial resources" was included in the Prenup to make both parties aware that they agree to "contribute to their joint living expenses associated with the marital residence in accordance with their *financial resources*." (emphasis added). As almost every homeowner is aware, the electric bill, the gas bill, the water bill, the sewage bill, the cable television bill and the internet bill can all only be paid by cash/check or charge. No provider will accept a homeowner's real estate, jewelry, cat or dog as payment for the service provided. If the homeowner has insufficient cash on hand and no room left on a credit card and to satisfy the payment due, the provider will cease providing the service. A quick internet inquiry indicates that within the definition of financial resources is the monies utilized by a business entity to ensure a business continues to operate and that financial resources include banks capital markets and venture capital, to name a few. All of these resources share one common denominator, quick access to money/cash.

Since argument was not made by either party regarding the definition of "financial resources," it is inferred that during the marriage the parties reasonably understood that expenses associated with the various utilities/amenities offered by a provider and for the benefit of the marital home would only continue to be offered provided payment for each was timely satisfied. It is further inferred that the parties must have divided this responsibility between them and satisfied payment by way of cash held jointly or separately in a financial account (or with a credit card) as commonsense dictates that this is the most readily available form of payment to a household member and the most widely (if not exclusively) accepted form of payment by any provider. In other words, the parties understood that in order to maintain their home, they were

required to pay the bills associated with the home consistent with their "financial resources", ensure that the bills were timely paid and paid with what was known by each to constitute an acceptable and accessible form of payment, money/cash.

Since interpretation of the word "financial" as used in the context of "financial resources" has not been made an issue by either party as both parties likely understood that "financial" equates to a monetary/cash resource held in a financial account then it makes sense that the word "financial" in the context of "financial net worth" should be assigned the same meaning, namely money/cash that is held in a financial account. Accordingly, Husband's argument that "[t]he parties financial net worth should be interpreted to mean the total value of their monetary accounts," carries the day. Also, consistent with Husband's argument, this conclusion is strengthened by the four (4) paragraph provision within the Prenup that makes clear that the marital residence is Husband's separate property and that in the event of divorce, Wife is entitled only to the value determined by the calculation spelled out under this provision. It is difficult to argue that the parties contemplated anything other than the real estate/marital home remaining the sole property of Husband and that any value associated with the real estate/marital home owed to Wife should be considered pursuant to the terms of the Prenup and does not constitute an asset to be included in the parties "financial net worth."

In light of the above analysis and for the benefit of the parties, the meaning/definition of "financial net worth" in the context of the parties' Prenup is limited to the value of the parties' financial accounts and excludes Husband's real estate/marital home and pension.

ORDER

AND NOW, this **6th** day of **September, 2024**, it is **ORDERED** that the meaning/definition of "financial net worth" in the context of the parties' Prenup includes only the value of the parties' financial accounts and excludes Husband's real estate/marital home and pension.

By the Court,

_____
Ryan C. Gardner, Judge

RCG/kbc

cc: Christina Dinges, Esq.
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Gary Weber, Esq.