

IN THE COURT OF COMMON PLEAS OF SNYDER COUNTY, PENNSYLVANIA

CYNTHIA STAIMAN VOSK :
Appellant : **No. FC 22-20425**
 :
v. : **DIVORCE**
 :
ARNO VOSK, :
 :
 : **1925(a) Opinion**

**OPINION IN SUPPORT OF ORDER IN
COMPLIANCE WITH RULE 1925(a) OF
THE RULES OF APPELLATE PROCEDURE**

This opinion is written in support of the Opinion and Order dated September 6th, 2024. By way of background, Appellant filed for divorce on June 13th, 2022 requesting a no-fault divorce, as well as, enforcement of their prenuptial agreement. The prenuptial agreement was dated February 15, 2008 and is a valid and enforceable agreement. On March 6th, 2024, Appellant filed a Petition to Interpret Agreement and Petition to Determine Date of Separation. By way of her petition, Appellant raised two issues. The first was that the parties disagreed upon their date of separation which would determine how long alimony was owed by Defendant. Secondly, the parties disagreed upon the definition of net worth pursuant to the terms of the prenup.

On May 1st, 2024 the matter was scheduled for a hearing before this Court. On that date the parties met with the Court in chambers and came to a mutual agreement with respect to the date of separation of the parties leaving only the issue of interpreting the phrase “financial net worth”. At that time the parties agreed to forgo any testimony on the issue and reduce all argument to legal argument. Additionally, to assist this Court in a decision a briefing schedule was requested.

Appellant’s counsel filed her initial brief on May 31st, 2024, essentially arguing that “financial net worth”, includes all assets, and specifically in this case, Defendant’s real estate and pension values. Defendant’s counsel filed her initial brief on July 1st, 2024, arguing that “financial net worth”, only included the parties’ financial accounts. Both parties then filed reply briefs bolstering their respective arguments.

This Court relying on the language in the prenuptial agreement and its interpretation of the agreement issued its Opinion and Order September 6th, 2024, ultimately deciding in favor of Defendant that “financial net worth”, in the context of the parties’ prenuptial agreement, included only the values of the parties’ monetary financial accounts.

On October 4th, 2024 Appellant filed her Notice of Appeal from the September 6th, 2024, Order. On October 7th, 2024 this court ordered Appellant to file a concise statement of matter complained of on appeal pursuant to Pa. R.A. P. 1925(b). Appellant raises the following issue on appeal:

1. The Court erred in determining the definition of “financial net worth.”
2. The Court erred when it failed to include the value of Husband’s real estate assigned to each party in their respective “financial net worth.”
3. The Court erred when it failed to include the value of Husband’s pension as part of his “financial net worth.”
4. The Court erred by not providing any option or reasoning as to why Husband’s pension was not included in his “financial net worth” but simply including it as the part of the Court’s conclusion.
5. The Court erred in inferring that the term “financial resources” meant the same as “financial net worth”.

6. The court erred in presuming that the parties only looked to monetary or cash resources when determining “financial resources” under the MARITAL RESIDENCE provision of the pre-nuptial agreement when there was no evidence showing what the parties looked at when dividing their bills. As such, the Court further erred by presuming that the parties must have meant the same thing with the term “financial net worth”.
7. The Court erred when it did not request a hearing for parole evidence as to the intent of the parties when it could not find an ordinary meaning to the term “financial net worth” based upon the four corners of the document itself.

With respect to issues one through six the Court will rely on its Opinion dated September 6th, 2024. With respect to issue seven, when ambiguity exists in a contract, parole evidence may be admissible to resolve the ambiguity. *Yocca v. Pittsburgh Steelers Sports, Inc.*, 578 Pa. 479 (2004). The terms of a contract are ambiguous if they are subject to more than one reasonable interpretation when applied to a particular set of facts. *Murphy v. Duquesne Univ. Of The Holy Ghost*, 777 A.2d 418, 430 (Pa. 2001). If ambiguity does not exist the plain meaning of the agreement will be enforced. *Id.*

Here, although the parties may not agree on the meaning of the phrase “financial net worth”, based upon the contract as a whole, it is unambiguous. The parties purposefully delineated “financial net worth” in the alimony section of the prenuptial agreement, thus clearly assigning it a different meaning than “net worth”. A review of the contract itself will reveal that when the parties referred to financial resources they were referring to monetary assets. Thus, it is clear that the parties intended “financial net worth” to mean just that, their monetary assets. Therefore, the parole evidence rule does not apply.

Further, even if the term was found to be ambiguous the parties elected at the time of the hearing to forego any testimony as it related to the meaning of the term. Neither party at any point requested that the Court hear any parol evidence as it related to the term “financial net worth”. This coupled with the fact the parties agreed to reduce all argument to legal argument only, the Court is unaware to the existence of any parol evidence.

For the forgoing reasons, the Court submits that is did not err and respectfully requests that the Order dated September 6th, 2024 be affirmed.

DATE: _____

By The Court,

Ryan C Gardner, Judge

cc: Christina Dinges, Esq.
Melody Protasio, Esq.
Superior Court (original & 1)
Gary Weber, Esq.