

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA**

**BREEANN CASCHERA,**  
**Plaintiff**

**vs.**

**RICHARD CASCHERA, III,**  
**Defendant**

**: No. 23-20353**

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**: CIVIL ACTION - LAW**

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**OPINION and ORDER**

This matter came to be heard following Richard Caschera, III (Husband) filing a Petition to Interpret Agreement/Petition for Special Relief on July 10<sup>th</sup>, 2024. A hearing on Husband's Petition was held September 5<sup>th</sup>, 2024 at which time, the Court was advised that the parties had settled the issues presented in the Special Relief portion of Husband's petition and the only issue left for the Court to decide is the interpretation of the Prenuptial Agreement (Prenup) and how it applies to Husband's Home Equity Line of Credit (HELOC) and AT&T accounts. 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 Husband's Brief in Support, and Wife's Brief in Response.

The parties entered into a Prenuptial Agreement dated August 23<sup>rd</sup>, 2019 and married on August 23<sup>rd</sup>, 2019. The parties stipulate that the Prenup is valid and enforceable. The specific language found within the Prenup that is at issue is as follows:

1. "Separate property shall be free from any claim(s) that may arise by reason of Husband and Wife residing together, their intended marriage, their death, or for any other reason, whatsoever and shall not be considered marital property

in the event of any future separation, divorce or death of the parties." (Page 6, Paragraph 7.)

2. The agreement defines separate property as "all property listed in Exhibits A and B attached hereto." The Exhibits referenced are the disclosed separate property of the respective parties. Exhibit A, Husband's list of "separate property" specifically includes the real estate located at 103 Country Club Drive, Virginia. (Page 5, paragraph 6. a., and Exhibit A.)
3. The agreement provides the owner of separate property with the right to "sell, convey, gift, devise, bequeath and otherwise dispose all of their separate property."

The agreement does not reference or consider premarital debts or debts occurred during the marriage.

During the course of the marriage Husband took a funds out on his HELOC related to his separate property owned in Virginia as listed in Exhibit A. The funds were used to pay off Wife's premarital student loans. Husband now contends that Wife should be responsible for the debt that Husband incurred for paying off Wife's student loans. Wife on the other hand argues that the HELOC account is connected directly with Husband's separate property, the property in Virginia, and therefore Husband is solely responsible for any debt related to the HELOC account.

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, the Court agrees with Wife’s position on the issue. The parties Prenup is clear in that each party has the right to “sell, convey, gift, devise, bequeath and otherwise dispose of their separate property”, and the separate property “shall be free from any claims that may arise by reason of Husband and Wife residing together... and shall not be considered marital property.” The HELOC account under the unambiguous terms of the Prenup is Husband’s separate property as it directly relates to his separate property locate in Virginia. Although the debt incurred by Husband was for the repayment of Wife’s premarital student loan debt, Husband had the sole right to otherwise dispose of his separate property as he saw fit. Husband is therefore solely responsible for the HELOC account associated with is separate property.

**ORDER**

**AND NOW**, this \_\_\_\_\_ day of **February, 20245**, it is **ORDERED** Husband is solely responsible for the HELOC account associated with his sole property in Virginia.

By the Court,

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Ryan C. Gardner, Judge

RCG/kbc

cc: Sharon McLaughlin, Esq.  
Melody Protasio, Esq.  
Gary Weber, Esq.