

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

JAMIE FLICK,	:	
Plaintiff	:	NO. 17-20,555
	:	
vs.	:	
	:	CIVIL ACTION - LAW
MELINDA FLICK,	:	IN DIVORCE
Defendant	:	

OPINION

I. Factual and Procedural History

This action arises out a divorce Complaint filed on May 4, 2017. No divorce decree has been entered due to Husband's refusal to consent until "all outstanding economic and 'other' issues are resolved." *See December 12, 2019 Affidavit of Consent sign by Jamie Flick.* On October 8, 2019, a Stipulation signed by both parties' attorneys was entered as an Order of Court. The Stipulation, in pertinent part, states that the "parties agree to divide personal property located in the marital residence at 500 Stanton Street, South Williamsport, Pennsylvania. Neither party will seek further distribution of the agreed upon items in equitable distribution proceedings. Husband shall be permitted access to the residence for this purpose only on a mutually agreeable and prearranged date and time. If the parties are unable to agree who will receive an item of personality, the Court will be entitled to divide it in equitable distribution." *See October 8, 2019 Stipulation.*

On October 15, 2019, at the time set for a Master's Hearing regarding equitable distribution, the parties, who were both represented by counsel, were able to come to an agreement, which resolved "all pending economic issues." At the time of the October 15, 2019 Master's Hearing, no agreement had been

reached to divide or distribute any specific personal property located in the marital residence under the Stipulation. Specifically, the only issue that the agreement did not address was an ongoing child support issue. See *October 15, 2019 Memorandum of Understanding at page 7, lines 14-18*. All terms of the agreement were set forth on the record in a transcribed Memorandum of Understanding [hereinafter referred to as “MOU”]. Since that time, several Petitions for Contempt have been filed by both parties.¹

The first Petition for Contempt addressed in this Opinion and Order was filed by Husband on March 2, 2020. In his Petition, Husband asks the Court to enforce the October 8, 2020 Stipulation and order Wife to turn over fifty (50) percent of the personal property located at 500 Stanton Street, the marital residence. The two other relevant Petitions were filed by Wife on March 11, 2020 and June 10, 2020 and arise from Husband’s alleged violations of the parties’ February 7, 2020 stipulation as well as several terms set forth in the MOU. The Court heard argument and testimony on July 1, 2020 on all issues and the Court will address each separately below.

II. Discussion

A. Husband’s March 2, 2020 Petition for Contempt

Husband alleges in his Petition for Contempt that Wife has failed to turn over fifty (50) percent of the personal property contained in the marital home located at 500 Stanton Street, Williamsport. This particular issue, however, is a question of law rather than fact hinging on whether the October 8, 2019

¹ Husband has proceeded *pro se* in all matters relating to this case as of November 18, 2019.

Stipulation or the October 15, 2019 agreement as set forth in the MOU governed the parties' settlement as it relates to the division of personal property located in the marital home. Husband argues that the Stipulation governs the parties' agreement and Wife argues that the MOU governs the parties' agreement on the personal property. The Court heard argument on this specific issue on July 1, 2020.

Again, the relevant portion of the Stipulation reads, "the parties agree to divide personal property located in the material residence at 500 Stanton Street, South Williamsport, Pennsylvania. Neither party will seek further distribution of the agreed upon items in equitable distribution proceedings." See *October 8, 2019 Stipulation*. The relevant portions of the MOU state:

[Counsel for Wife]: Perfect. Each party shall retain all household property and furnishings presently in their possession. Wife shall retain all of the household property and furnishings in the Stanton Street property an [sic] Husband shall retain all household property and furnishings in the Bayard Street property.

...

[Counsel for Husband]: So I think attorney Dinges just said that the parties would agree to keep the personal property in their own possession. That is being modified. The parties agree that they will keep the items - - the personal items in their own possession with the exception of the following:

Husband shall receive from Wife the piano that was premarital as well as his baseball card collection in its entirety and any and all records contained in the home that have to do with Susquehanna Software, Flick Properties, LLC, of

Flanton Properties, LLC. Records could be included but not limited to files, compact discs with information contained in those files, copies of bank statements and the like.

See MOU at page 25, lines 15-20 and page 26, lines 1-13.

After all terms of the agreement were put on record, the Hearing Master asked Husband the following questions: Did you understand it all as it went onto the record?; Did you have an opportunity to talk to your attorney and ask her any and every question that you may have had?; And is this, in fact, the agreement that you choose to enter today? Husband answered in the affirmative to all of these questions. *See MOU at page 34, line 13 to page 35, line 5.*

While the terms were being put on record, Husband's attorney interjected and made the following statement: "**And the parties agree to attach the standard terms and conditions to this agreement, standard terms and conditions for property settlement agreement.**" *See MOU at page 31, lines 15-18 (emphasis added).* Relevant paragraphs of the "Standard Provisions for Separation and Property Settlement Agreement" include:

- No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties.
- The parties respectively acknowledge that each has had the advantage to obtain independent legal advice by counsel of his or her own selection; and that each party is fully satisfied that they fully understand the facts and have been adequately informed as to his or her legal rights and obligations and that having had such

advice and being satisfied therewith and with such knowledge each of them is signing the same freely and voluntarily.

- The terms and provisions of the within Agreement shall extend to and be binding upon the parties.
- This Agreement shall survive as an independent contract and shall be forever binding.
- **This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth therein.**

See Paragraphs 4, 7, 9, 14, and 20 of the Standard Provisions for Separation and Property Settlement Agreement (emphasis added).

The above provisions, to which both Husband and Wife concurred, clearly state that there are no other agreements or promises in place other than those set forth in the MOU. In other words, the MOU is the only agreement between the parties and it is the entire agreement between the parties as it relates to property settlement. These standard provisions essentially render the Stipulation moot, making the terms set forth in the MOU entirely enforceable as stated on the record. Even without these standard provisions, though, the MOU remains enforceable over the Stipulation.

“The cardinal rule of contract construction is that the intent of the parties at the time they contracted is controlling.” *Motor Coils Mfg. Co., v. American Ins. Co.*, 454 A.2d 1044, 1047 (Pa. Super. 1982). A document containing terms of an agreement should not be read in parts but rather should be read as a whole to

give effect to its true purpose. *Pritchard v. Wick*, 178 A.2d 725, 727 (Pa. 1962). “[T]he mention of particular items [in a contract] implies the purposeful exclusion of other items of the same general character.” *Com., Dep’t of Transp. v. Mosites Constr. Co.*, 494 A.2d 41, 43 (Pa. Cmwlth. 1985). Similarly, the doctrine of *ejusdem generis* requires that general terms “following an enumeration of specific items be construed with reference only to the specific terms.” *Royal Ins. Co. (UK) Ltd. v. Mutual Ins. Co.*, 649 F. Supp. 130 (E.D. Pa.), *aff’d*, 806 F.2d 254 (3d Cir. 1986). The narrower provision in an agreement is the enforceable provision. *Burlington Coat Factory of Pa, LLC v. Grace Const. Management Co., LLC*, 126 A.3d 1010, 1022 (Pa. Super. 2015).

The October 8, 2019 Stipulation simply indicates that the personal property will be “divided.” It does not indicate *how* the property will be divided. For example, it does not specify that the property will be divided equally, as Husband argues he is entitled to receive. The Stipulation also states that neither party will seek further distribution of “the agreed upon items.” However, there is no evidence that any distribution of items were ever actually agreed upon until the time of the October 15, 2019 hearing. The Court can find no specific agreement contained within the Stipulation that identifies any piece of personal property. The MOU, on the other hand, is extremely specific and, when read as a whole, very clear as to the parties’ intent.

Regarding intent, Husband made no attempts to obtain or distribute any of the personal property in the marital home between the time the Stipulation was entered on October 8, 2019 and the time he filed his Petition for Contempt on March 2, 2020. The lack of contact to arrange a time to meet at the marital

residence to discuss the division of personal property reflects no one expected or intended for such a division to occur. Further, the terms in the MOU as set forth by Husband's own attorney make the intent clear – that Wife would keep all personal property located at the marital residence with the exception of the three items specifically listed. The inclusion of these items impliedly exclude all other property located within the residence. Additionally, Counsel's statement made in the presence of Husband that "Wife shall retain all of the household property and furnishings in the Stanton Street property" also expressly indicates that Husband shall retain nothing from 500 Stanton other than the three listed exceptions.

Husband argues that the Court should rule the MOU unenforceable as it relates to personal property because the division is not "fair." Husband claims that there are hundreds of thousands of dollars' worth of property in the Stanton Street home and virtually nothing in the Bayard Street home. However, the Court is not evaluating whether or not the deal to which the parties approved was fair. That evaluation was left for the parties, who were both represented by counsel, at the time the agreement was entered into. Rather, the Court is determining the extent of the enforceability of the agreements that the parties reached on their own.

Next, Husband argues that the only property that was meant to be discussed in the MOU was non-marital property. The Court, however, does not agree with this assessment. It is unnecessary to discuss any division of non-marital property in a settlement agreement since it is obvious that Husband and Wife would retain their respective non-marital property. Therefore, unless Husband's understanding was that Wife was retaining all personal property in the

marital home, there would be no need to discuss Husband's specific non-marital property that he wanted to ensure he received. Since non-marital property was discussed and specifically addressed in the MOU, it is clear to the Court that it was understood by Husband that Wife would retain all personal property in the marital home.

Husband's next argument is that the failure to address the Stipulation in the MOU and discuss their potentially contrary terms, was a mutual mistake. In order to establish a mutual mistake, Husband must prove the following elements:

1. The parties were mistaken about an important fact at the time they entered into the contract;
2. The mistake substantially deprived Husband of what he expected to receive under the contract;
3. Husband did not bear the risk of the mistake. A party bears the risk when he had the ability to protect himself from the risk of mistake, but did not.

Pa. SSJI (Civ), § 19.230.

Husband has not proven that the parties were mistaken about the impact of the MOU on the Stipulation. In fact, as described above, it is clear that the intent of the parties was that Wife would retain all property in the marital residence with the exception of those items specifically listed. Even if Husband was able to prove the first element, he bore the risk of the mistake. Husband was represented at the time the Stipulation and the MOU were drafted and agreed upon. He was present when Counsel for Wife put the terms of the agreement on

the record. He was given every opportunity to reject the terms if he did not agree with them, but failed to do so. Therefore, there is no mutual mistake.

Finally, Husband argues that the doctrine of collateral estoppel applies here because the division of personal property was already decided in the Stipulation, which was entered as an Order of Court prior to the MOU. Collateral estoppel, or issue preclusion, applies when the following elements are met:

1. An issue decided in a prior action is identical to one presented in a later action;
2. The prior action resulted in a final judgment on the merits;
3. The party against whom collateral estoppel is asserted was a party to the prior action, or is in privity with a party to the prior action; and
4. The party against whom collateral estoppel is asserted had a full and fair opportunity to litigate the issue in the prior action.

Rue v. K-Mart Corp., 713 A.2d 82, 84 (Pa. 1998).

In the instant matter, the doctrine of estoppel is inapplicable. First, the Stipulation and MOU were entered as part of the same action. Next, because both the Stipulation and MOU were entered as a result of the parties' agreement, there was no final decision or judgment by the Court on the merits of the case. Finally, there was no agreement in the Stipulation that required an equal or 50/50 distribution of the marital property. Therefore, the parties were not precluded from reaching an agreement in the MOU that divided the personal property between the parties. For all of these reasons, Husband's estoppel claim fails.

The Court is of the opinion that the Stipulation and MOU can be read harmoniously. However, to the extent that they cannot, the MOU supersedes the

Stipulation for the above reasons and therefore, Husband's Petition is denied. As set forth in the MOU, Wife shall retain all personal property located in the marital residence with the exception of Husband's baseball card collection, the piano, and any and all records relating to the specified businesses.

B. Wife's March 11, 2020 Petition for Contempt

Wife filed a Petition for Contempt on March 11, 2020 raising the below issues which the Court will address separately. A hearing on these issues took place on July 1, 2020 where both parties were given an opportunity to present their respective arguments.

a. \$435,000 Lump Sum Payment

According to the MOU, Husband agreed to make a \$435,000 lump sum cash payment to Wife within one hundred twenty (120) days, making it due February 12, 2020. *See MOU at Page 20, lines 2-10.* Husband admits that he has not paid this entire amount and therefore, the Court finds him in contempt of the October 15, 2019 agreement as it relates to this issue. The parties agree that Husband has paid Wife \$124,099.95 toward the \$435,000 payment as of July 1, 2020. This leaves a balance of \$310,900.05 to be paid. Wife has requested interest on the remaining balance. Paragraph 21 of the Standard Provisions for Separation and Property Settlement Agreement agreed to by the parties states that "if the defaulting party fails to pay any lump sum payments required under this agreement at the specific time required, the defaulting party shall pay interest at the legal rate to the non-defaulting party from the date the payment was to be

paid until the date of payment.” See *Standard Provisions for Separation and Property Settlement Agreement at Paragraph 21*.

Husband shall pay the remaining balance of \$310,900.05 to Wife as well as an additional \$7,772.50 within thirty (30) days of the date of this Order. The additional amount represents the accrued interest on the remaining balance from February 12, 2020 to July 11, 2020, that is provided for in the Standard Provisions for Separation and Property Settlement Agreement at Paragraph 21. Thus, the total amount to be paid to Wife is \$318,672.55, which shall be paid within thirty (30) days of the date of this Order. For every thirty (30) days past this deadline that Husband fails to pay the entire amount, an additional 6% interest will be compounded to the remaining balance.² Wife shall sign all paperwork necessary to transfer her interest in Flick Properties, LLC to Husband within ten (10) days of Husband fulfilling his obligation to pay the outstanding balance as set forth above. See *MOU at page 21, lines 2-9*.

b. \$170,000 American Funds IRA Rollover

The parties agreed, as set forth in the MOU, that Husband will roll over \$170,000 from his American Funds IRA into Wife’s American Funds IRA. See *MOU at page 21, lines 10-24*. At the time of the agreement, this amount represented approximately fifty-five (55) percent of the total account. Though there was no deadline set, the parties agree that the rollover has not yet occurred. However, Husband contends that the reason it has not occurred is because he is unable to transfer the money since the divorce is not yet finalized. Pursuant to the federal tax code, a rollover from an IRA can occur upon the

² The legal rate of interest is 6% per annum. 41 P.S. § 202.

presentation of a divorce decree and is not considered a taxable event. 26 U.S.C.A. § 408(d)(6).³

The Court may enter a divorce decree on its own. 23 Pa.C.S.A. § 3323(a). “A decree granting a divorce . . . shall include, after a full hearing, where these matters are raised in any pleadings, an order determining and disposing of existing property rights and interests between the parties, custody, partial custody and visitation rights, child support, alimony, reasonable attorney fees, costs and expenses and any other related matters, including the enforcement of agreements voluntarily entered into between the parties” 23 Pa.C.S.A. § 3323(b).

Husband refused to sign the Affidavit of Consent until “all outstanding economic and ‘other’ issues are resolved.” See *December 12, 2019 Affidavit of Consent sign by Jamie Flick*. He does not specify the “other” issues to which he is referring. However, the MOU, together with this Opinion and Order, effectively resolve all outstanding economic issues. A final stipulated custody order was also entered on February 28, 2019.⁴ These Orders and agreements resolve all matters raised in the parties’ pleadings. Since there was no deadline for the rollover to occur, the court will not find Husband in contempt but will order that

³ “The transfer of an individual’s interest in an individual retirement account or an individual retirement annuity to his spouse or former spouse under a divorce or separation instrument described in clause (i) of section 121(d)(3)(C) is not to be considered a taxable transfer made by such individual notwithstanding any other provision of this subtitle, and such interest at the time of the transfer is to be treated as an individual retirement account of such spouse, and not of such individual. Thereafter such account or annuity for purposes of this subtitle is to be treated as maintained for the benefit of such spouse.” 26 U.S.C.A. § 408(d)(6).

“[T]he term ‘divorce or separation instrument’ means a decree of divorce or separate maintenance or a written instrument incident to such a decree” 26 U.S.C.A. § 121(d)(3)(C)(i).

⁴ Husband has filed a Petition for Modification of the February 28, 2019 Custody Order which is currently pending before the Court.

the parties take all steps necessary to enter a divorce decree within fifteen (15) days of the date of this Order. Husband shall roll over an amount as set forth below from his American Funds IRA account to Wife's American Funds IRA account within ten (10) days of the date the divorce decree is issued.

In the event that the amount of money in the account has increased since October 15, 2019, Wife will receive an amount equal to fifty-five (55) percent of the total amount in the account as of the date of this Order. If the amount of money has not changed or has decreased since October 15, 2019, Wife shall still receive \$170,000 from the account. Husband shall not withdraw or otherwise remove any funds from his account until he has fulfilled the above obligation. In the event there is less than \$170,000 in Husband's account, Husband shall pay Wife the entire amount in the account and shall pay the remaining balance to Wife in a lump sum cash payment. Wife's request for interest is denied. Each party will pay fifty (50) percent of any costs associated with the transfer, should any arise. *See MOU at page 23, lines 4-9.*

c. 500 Stanton Street 2019 Real Estate Taxes

Wife asserts that it was Husband's sole responsibility to pay the 2019 real estate taxes associated with the marital property located at 500 Stanton Street. An October 5, 2017 Order states that "the business" shall pay the real estate taxes. While it does not specify which "business," the parties agree that the Order referred to Susquehanna Software. Wife argues that Husband was responsible for paying the 2019 real estate taxes through October 15, 2019, at which point the parties agreed that Wife will be responsible for paying all taxes of the property "effective today." *See MOU at page 9, lines 17-21.* Wife asks the Court

to find Husband in contempt and direct him to pay 10.5 months of the 2019 real estate taxes. However, both parties acknowledged at the July 1, 2020 argument that the \$435,000 payment represented compensation to Wife for her interest in the business that Husband was retaining. Thus, prior to the October 15, 2019 MOU, Husband and Wife shared responsibility for the liabilities of the business.

The total amount of unpaid real estate taxes on 500 Stanton Street in 2019 is \$9,322.43. See *Wife's Exhibit 3*. Since Wife's compensation for the business was approximately fifty-five (55) percent of the value of the business, she is fifty-five (55) percent responsible for the 2019 taxes up to October 15, 2019. Wife is one hundred (100) percent responsible for the taxes from October 15, 2019 through the end of the year. Therefore, Wife's fifty-five (55) percent share of the taxes from the beginning of 2019 through October 15, 2019 is \$4,486.42. Husband's forty-five (45) percent share of the taxes from the beginning of 2019 through October 15, 2019 is \$3,670.71. The remaining amount of \$1,165.30, which represents the taxes from October 15, 2019 through the end of 2019, is Wife's sole responsibility. Husband shall pay Wife in the amount of \$3,670.71 within thirty (30) days of the date of this Order. Within ten (10) days of receiving Husband's payment, Wife shall make full payment of the 2019 real estate taxes associated with 500 Stanton Street, Williamsport.

d. Request for Attorney's Fees

Wife's request for attorney's fees relating to her March 11, 2020 Petition for Contempt is granted. The Standard Provisions for Separation and Property Settlement Agreement agreed to by the parties in the MOU states that "[i]f a party fails to comply with any of the terms and conditions of this Agreement, the

defaulting party shall pay the reasonable attorney's fees of the non-defaulting party if that party needs to seek Court intervention in enforcing any of the terms and conditions of this Agreement." See *Standard Provisions for Separation and Property Settlement Agreement at Paragraph 21*. Husband shall pay \$500 to Wife within thirty (30) days of the date of this Order.

C. Wife's June 10, 2020 Petition for Contempt

Wife filed another Petition for Contempt on June 10, 2020 addressing the below issues which the Court will likewise address separately. A hearing on these issues took place on July 1, 2020 where both parties were given an opportunity to present their respective arguments.

a. Wife's Proceeds from Sale of 289 Old Montgomery Pike Road

On May 15, 2020, pursuant to the agreement of the parties, the Court entered an Order directing Husband to purchase the property located at 289 Old Montgomery Pike Road for a sum of \$75,000 and ordering that the closing take place prior to May 31, 2020. This property is currently owned by Flick Properties, LLC. Wife was to receive fifty-five (55) percent of the net transaction after the realtor fees were deducted. Wife has not yet received her fifty-five (55) percent share. Husband admitted that he has the money available to give to Wife but will not do so until she transfers her interest in Flick Properties, LLC to Husband. At the May 15, 2020 hearing, it was anticipated that the transaction would be completed by Wife transferring her interest in Flick Properties, LLC in exchange for her fifty-five (55) percent share of the net transaction.

However, as it has already been stated above that the parties' agreed that Wife will not transfer her interest in Flick Properties, LLC until Husband fulfills his obligation to pay her \$435,000. See *MOU at page 20, lines 13-24*. Additionally, it is reasonable that Husband would want the interest transferred prior to the closing so that the parties do not incur unnecessary transfer tax as a result of the sale of the property and he receives the property in exchange for his payment. Therefore, Husband shall deliver to Wife's counsel, Christina Dinges, Esquire, Wife's fifty-five (55) percent share of the sale of the property within ten (10) days of the date of this Order. Attorney Dinges shall hold the entirety of that amount in an escrow account until Wife transfers her interest in Flick Properties, LLC.⁵ At that time, Attorney Dinges shall distribute the funds to Wife. No interest is awarded as this issue was an unintended conflict created between the May 15, 2020 Order and the MOU.

During the July 1, 2020 hearing, Wife brought to the Court's attention that the property located at 289 Old Montgomery Pike Road consists of two parcels. Wife argues that her understanding was that both parcels were listed for sale but that in actuality, only one of the parcels was listed. The parcels together were appraised at \$115,900. Only one address exists for both parcels. In the terms of the MOU, the property is consistently referred to as the property located at 289 Old Montgomery Pike Road. In May 2020, Wife filed a Petition for Contempt asking this Court to order Husband to sign an agreement of sale for the purchase of the property for \$80,000 to a third person, with the belief that the sale would include both parcels. At the conclusion of the hearing, the parties agreed that

⁵ Wife has already been ordered to transfer her interest in Flick Properties, LLC within ten (10)

instead of selling the land to a third party, Husband would purchase the land for \$75,000. Wife now wants the second parcel to be listed for sale or for Husband to purchase the second parcel for additional sums.

It is clear from past dealings and conduct that it was both parties' intent and understanding that the sale of the property included both parcels. In fact, the following discussion took place between Counsel for Wife and Husband wherein Husband admits the he cannot answer exactly how many properties are owned by Flick Properties, LLC:

[Counsel for Wife]: And it's my understanding that Flick Properties owns five properties, correct, sir?

[Husband]: I don't know the answer to that because some of them are parceled - - two parcels meaning one property or two properties?

...

[Counsel for Wife]: Then I want to change the working of how I put it on. The parties are agreeing that Husband is going to retain the real estate owned by Flick Properties with the following addresses: 767 Route 15, 242 Route 15 and 352 Bayard Street. Any other properties owned by Flick Properties will be sold and the proceeds will be divided between the parties"

See MOU at page 12, lines 9-21.

It is clear the parties recognized at the time of their agreement that some properties consisted of separate parcels. However, the properties were consistently referred to and referenced by the respective addresses. Further, Wife was willing to sell and even requested the Court force Husband to agree to

days of receiving Husband's cash payment of the balance of the \$435,000 lump sum due under

the sale of all of this property for \$80,000 knowing the appraised value of both parcels exceeded that amount. Therefore, Wife is not entitled to any additional money and, upon closing, Husband shall own the property located at 289 Old Montgomery Pike Road, which includes two separate parcels of land.

b. No Contact Violations

On February 7, 2020 the parties entered into a stipulation specifically stating that Husband shall not contact Wife for any purpose other than “matters involving custody and the wellbeing of the children.” Based upon the emails sent from Husband to Wife that were produced at the hearing on this Petition, the Court finds Husband in contempt of the parties/ Court’s February 7, 2020 Stipulation which was subsequently made an Order of the Court. With the exception of matters involving custody and the wellbeing of the children, Husband is ordered to cease all contact with Wife immediately. Husband shall not contact Wife in any way or by any means unless the subject and purpose of the contact is the children. Husband shall not post any remark(s) and/or images regarding Wife, either directly or indirectly, on any social network(s), including, but not limited to: Facebook, Twitter, Instagram, Snapchat, or any other electronic networks.

c. Request for Attorney’s Fees

Because this contempt petition contained legitimate areas of ambiguity, except for the no contact violations, Wife’s request for attorney’s fees relating to her June 10, 2020 Petition for Contempt is denied.

the MOU. See Section B(a) above.

D. Miscellaneous Issues

On July 2nd, the day after the hearing on the above listed petitions, Husband contacted the Court in writing, copying Counsel for Wife, and asked the Court to address several issues not discussed at the time of the hearing. In the interest of finally resolving this matter, the Court will address Husband's points here. Husband first states that he has not received any furniture from his home office located in the marital residence at 500 Stanton Street. He argues that the MOU clearly states that he is to "receive all items belonging to Susquehanna Software."

The MOU does in fact state that "Husband shall retain the business known as Susquehanna Software" See *MOU at page 9, lines 21-22*. However, as discussed above, the terms in the MOU specifically spell out the property in the marital residence to which Husband is entitled. Office furniture was not included. To the contrary, the MOU specifically states that all furnishings in the Stanton Street property belong to Wife. Therefore, Husband is not entitled to any furniture, included office furniture, located in the marital residence.

Husband also claims that Wife has not turned over his baseball card collection, as was required by the MOU. At the time the parties were putting their agreement on the record, the Master suggested that Husband make a list of items belonging in his baseball card collection and explain where all of the items are located in the marital residence. He was to provide the list to his attorney within seven (7) days and Wife was to provide Husband with the listed property within thirty (30) days of receiving the list. *MOU at page 29, lines 17-25*.

To the extent Husband has not provided this list to Wife's counsel, he is directed to do so within seven (7) days of the date of this Order. To the extent Husband has provided his list to Wife's Counsel, Wife is directed to turn over the items set forth in the MOU and Husband's list within seven (7) days of the date of this Order to the extent it is consistent with the terms in the MOU.

Finally, Husband claims that Wife is "double dipping" because she received fifty-five (55) percent of the sale of 685 Route 15, which was owned by Susquehanna Software as well as fifty-five (55) percent of the value of Susquehanna Software. The fact that the parties agreed for Wife to receive fifty-five (55) percent of the sale of the 685 Route 15 property and to receive a lump sum payment of \$435,000 does not mean Wife improperly received something of value twice ("double dipping"). The terms of the MOU are unambiguous in regards to Wife receiving each of these payments. Further, to the extent that the \$435,000 represented payment for Wife's interest in the business, this value was in light of Wife receiving fifty-five (55) percent of the sale of the 685 Route 15 property. Therefore, there is no double dipping and Husband remains responsible for paying Wife a lump sum cash payment in the amount set forth in Paragraph B(a) above.

ORDER

AND NOW, this 23rd day of **July, 2020**, upon consideration of Husband's March 2, 2020 Petition for Contempt, Wife's March 20, 2020 and June 10, 2020 Petitions for Contempt and the responses and arguments thereto, it is

ORDERED and **DIRECTED** that:

1. Husband's March 2, 2020 Petition for Contempt is **DENIED** for the reasons set forth above.
2. Wife's March 20, 2020 Petition for Contempt is **GRANTED** in part and **DENIED** in part as described above.
3. Wife's June 10, 2020 Petition for Contempt is **GRANTED** in part and **DENIED** in party as described above.

BY THE COURT,

Hon. Ryan M. Tira, Judge

RMT/ads

CC: Jamie Flick
352 Bayard Street, South Williamsport, PA 17702
Christina Dinges, Esquire
Gary L. Weber, Esquire, Lycoming Reporter