

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

JAMIE FLICK, : NO. CV-17-20555  
Plaintiff, :  
vs. :  
MELINDA FLICK, : CIVIL ACTION  
Defendant. :

**OPINION AND ORDER**

**I. Findings of Fact**

This matter came before the Court on April 22, 2024, on the Petition to Enforce Settlement filed by Defendant on September 28, 2023. The facts presented by that Petition are substantially undisputed. Based upon the Court’s review of the documents filed in the matter captioned above, and the stipulations entered into on the record by the parties at the hearing conducted on April 22, 2024, the Court finds as follows:

- 1. This matter arose out of a divorce Complaint filed on May 4, 2017. The docket entries reveal that, by Lycoming County standards, this matter has been bitterly contested.
- 2. Over the course of this litigation, Plaintiff has been represented by various different counsel. Plaintiff is currently *pro se*.
- 3. On October 15, 2019, more than twenty-nine (29) months after the Complaint was filed, the parties and their counsel on that date (Meghan Young, Esquire for Plaintiff and Christina Dinges, Esquire for Defendant) appeared before Lycoming County Family Court Hearing Officer Diane Turner for hearing on the equitable distribution of property. The parties placed a settlement agreement of the equitable distribution issues on the record in open court (hereinafter the “Settlement”). The terms of the Settlement included the following discussion at transcript pages 16-17:

Ms. Dinges: So, the parties have agreed that the real estate owned by Flanton Properties at 1718 Lick Run Road, which I previously indicated was in Morris, Pennsylvania, which might actually be in Trout Run, Pennsylvania, but it contains 164.92 plus or minus acres. The surface would be retained by Husband but the parties’ interest in oil, gas and mineral rights would be equally divided so that Wife would retain fifty

(50) percent of their fifty (50) percent of the oil, gas and mineral rights and the other fifty (50) percent would be transferred to-

Ms. Young: Husband's four (4) children.

The Master: Why don't you just leave it that the other twenty-five (25) percent of the Husband's fifty (50) percent of the marital portion of that property will be his and he may do what he wants with that piece of the property. I understand what he's stating his intention is today but I don't know, sir, whether or not you'll think about that later and change your mind. I don't know. But would be yours, it belongs to you, and you would be able to decide what it is you chose to do with it.

Ms. Dinges: Is that-

Ms. Young: Yes. And then that twenty-five (25) percent is just basically twenty-five (25) of the whole goes to each party is what it amounts to. Wife gets twenty-five (25) percent of the whole. Husband gets twenty-five (25) percent of the whole.

Ms. Dinges-I don't-

The Master: Which comes out to be fifty (50) percent of the marital interest in that property.

Ms. Dinges: I just want to make sure it's clear. I don't care which way you call it. I think that the intent is pretty clear now that this is all on the record.

Ms. Young: Correct.

4. The Court finds that the Settlement terms set forth on the record on October 15, 2019, are clear, and establish the intent of the parties to be bound by the Settlement.
5. The real property which was the subject of the discussion set forth above will hereinafter be referred to as "1718 Lick Run Road."
6. The terms of the Settlement were confirmed by Order of Court executed by Family Court Hearing Officer Diane Turner on November 4, 2019, and by the Honorable Joy Reynolds McCoy on November 5, 2019.
7. On September 28, 2023, more than six (6) years after the Complaint was filed, and nearly four (4) years after the Settlement, and long after several Court Orders

concerning the Settlement, Defendant filed a Petition to Compel the Plaintiff to transfer to Defendant an interest in the oil, gas and mineral rights to 1718 Lick Run Road, pursuant to the Settlement terms set forth above. That Petition was scheduled for hearing before this Court on November 29, 2023.

8. On November 29, 2023, Plaintiff appeared before this Court *pro se*, and Defendant appeared with her counsel, Christina Dinges, Esquire. After brief discussion in open Court, it became clear that 1718 Lick Run Road is owned by Flanton Properties, which in turn is owned by Plaintiff and one Christopher H. Branton. Since the relief sought by Defendant concerned Plaintiff and Christopher H. Branton, the Court entered an Order joining Christopher H. Branton pursuant to Rule 1920.34 of the Pennsylvania Rules of Civil Procedure, and directing that the hearing be continued to January 19, 2024. For a variety of reasons, the matter was repeatedly continued, until the hearing conducted on April 22, 2024.
9. At the hearing conducted on April 22, 2024, Plaintiff appeared *pro se*. Defendant and Christopher H. Branton appeared, with counsel. The parties entered into a variety of stipulations on the record, including the introduction of several documents. Those stipulations, together with the Court's review of documents contained within the Court file in this matter, form the basis for these Findings of Fact.
10. Flanton Properties (hereinafter "Flanton") is a Pennsylvania general partnership, owned by Plaintiff and Christopher H. Branton, in equal shares.
11. Plaintiff and Christopher H. Branton executed a Partnership Agreement dated October 19, 2010, with regard to Flanton, a copy of which was introduced into evidence within the document marked Branton Exhibit 2. That Partnership Agreement contains certain restrictions on transfer, which appear to restrict Plaintiff from transferring any interest in the Partnership to Defendant.
12. Flanton acquired 1718 Lick Run Road by deed from Ronald F. Gangloff and Andree F. Gangloff (hereinafter collectively "Gangloff") dated October 22, 2010, recorded at record book 7109 Page 216. A copy of that deed was marked Branton Exhibit 1.
13. 1718 Lick Run Road bears Lycoming County Tax Parcel Number 47-226-140.

**II. Question Involved**

WHETHER DEFENDANT IS ENTITLED TO ENFORCEMENT OF THE PROVISION OF THE AGREEMENT OF OCTOBER 15, 2019, RELATED TO TRANSFER OF A PORTION OF THE SUB-SURFACE RIGHTS OF 1718 LICK RUN ROAD.

**III. Answer to Question Involved**

DEFENDANT IS ENTITLED TO ENFORCEMENT.

**IV. Pennsylvania Law Related to the Enforcement of Property Settlement Agreements**

It is the settled law of this Commonwealth that prenuptial, post-nuptial, and settlement agreements are permitted, and enforceable, pursuant to ordinary contract principals:

The determination of marital property rights through prenuptial, post-nuptial and settlement agreements has long been permitted, and even encouraged. *Karkaria v. Karkaria*, 405 Pa.Super. 176, 183, 592 A.2d 64, 68 (1991). In *Simeone v. Simeone*, 525 Pa. 392, 400, 581 A.2d 162, 165 (1990), the Supreme Court recognized that prenuptial agreements are contracts, and as such, are governed by contract law. Similarly, contract principles apply to antenuptial and post-nuptial agreements. *Adams v. Adams*, 414 Pa.Super. 634, 637, 607 A.2d 1116, 1118 (1992); *Nitkiewicz v. Nitkiewicz*, 369 Pa.Super. 504, 510 n. 2, 535 A.2d 664, 667 n. 2, alloc. denied, 520 Pa. 589, 551 A.2d 216 (1988); *Magee v. Magee*, 360 Pa.Super. 66, 68, 519 A.2d 994, 995 (1987). It has been held that "[a]bsent fraud, misrepresentation, or duress, spouses should be bound by the terms of their agreements." *McMahon v. McMahon*, 417 Pa.Super. 592, 597, 612 A.2d 1360, 1363 (1992). See also: *Frank v. Frank*, 402 Pa.Super. 458, 587 A.2d 340 (1991).

The Pennsylvania Divorce Code also recognizes the validity of marital agreements. Section 3501 specifically provides that the definition of marital property does not include "property \*233 excluded by valid agreement of the parties entered into before, during or after the marriage." 23 Pa.C.S. § 3501(a)(2). See also: *Karkaria v. Karkaria*, supra 405 Pa.Super. at 186, 592 A.2d at 69-70.

The paramount goal of contract interpretation is to "ascertain and give effect to the parties' intent." *Lyons v. Lyons*, supra 401 Pa.Super. at 277, 585 A.2d at 45. To accomplish this goal, "each and every part of [the contract] must be taken into consideration

and given effect, if possible, and the intention of the parties must be ascertained from the entire instrument." In order to ascertain the intention of the parties, "the court may take into consideration the surrounding circumstances, the situation of the parties, the objects they apparently have in view, and the nature of the subject-matter of the agreement." The court will adopt an interpretation that is most reasonable and probable bearing in mind the objects which the parties intended to accomplish through the agreement. *Wrenfield Homeowners Ass'n, Inc. v. DeYoung*, 410 Pa.Super. 621, 627, 600 A.2d 960, 963 (1991) (quoted and cited cases omitted). See also: *Litwack v. Litwack*, 289 Pa.Super. 405, 408, 433 A.2d 514, 515 (1981).

*Laudig v. Laudig*, 425 Pa.Super. 228, 232-233 (Pa. Super. Ct. 1993).

Plaintiff filed a *pro se* memorandum in which he refers dismissively to the oral colloquy of October 15, 2019, stating the terms of the Settlement before Lycoming County Family Court Hearing Officer Diane Turner. His characterization notwithstanding, the Court finds that the terms of the Settlement were clearly articulated by counsel for both of the parties, on the record, and are sufficient to establish the agreement of the parties. A property settlement agreement entered into orally before a family court hearing officer, which contains terms sufficient to establish the intent of the parties to be bound, is enforceable consistent with ordinary contract principles. *Luber v. Luber*, 418 Pa.Super. 542 (Pa. Super. Ct. 1992).

Counsel for Defendant and counsel for Christopher Branton both filed thoughtful memoranda, which acknowledge Plaintiff's agreement to transfer half of his subsurface rights in 1718 Lick Run Road to Defendant. The memorandum filed by counsel for Defendant seeks a deed to subsurface rights. The memorandum filed by counsel for Branton asserts that the limitations of transfer contained within the Partnership Agreement are such that an assignment of half of Plaintiff's interest in his subsurface rights is the only realistic alternative. The Court will provide counsel for Defendant and counsel for Christopher Branton an opportunity to explore the viability of a resolution in that fashion.

**AND NOW**, this 6<sup>th</sup> day of May, 2024, for the reasons more fully set forth above, Defendant's Petition to Enforce Settlement is granted in part, as follows:

1. Not later than Friday, May 17, 2024, counsel for Christopher Branton will present to counsel for Defendant a proposed assignment document, in a form reasonably sufficient to assign to Defendant a 25% interest in the subsurface rights of 1718 Lick Run Road. It is not anticipated that the assignment would seek to transfer or assign any ownership interest or voting rights in Flanton Properties, but only a 25% interest in the subsurface rights in 1718 Lick Run Road. It is anticipated that the document would be executed by all parties in interest, including Flanton Properties and Jamie Flick and Christopher Branton, and that it will be prepared and executed in such a manner as to permit filing in the Lycoming County real estate records.
2. Not later than May 24, 2024, counsel for Defendant will advise counsel for Christopher Branton whether the proposed document is acceptable. If acceptable, it will be fully executed on or before May 31, 2024.
3. A continued hearing on Defendant's Petition to Enforce Agreement is scheduled for **June 4, 2024, at 4:00 PM in Courtroom 4 of the Lycoming County Courthouse**. Plaintiff and Defendant and Christopher Branton are Ordered and directed to attend. If counsel for Defendant advises the Court that an assignment document acceptable to all parties in interest has been executed prior to that hearing, the hearing will be automatically cancelled.

BY THE COURT,

William P. Carlucci, Judge

WPC/aml

cc: Court Administrator  
Jamie Flick-445 Sylvan Dell Park Road, South Williamsport PA 17702  
Christina L. Dinges, Esquire  
Christopher Kenyon, Esquire