

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

**CAROL NASH,**  
**Plaintiff**

**vs.**

**DONALD W. NASH,**  
**Defendant**

**: No. 22-20153**

**:**

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**: CIVIL ACTION - LAW**

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**OPINION and ORDER**

On January 24, upon Agreement of counsel on behalf of their clients, an Order was issued establishing a briefing schedule for each party to address the issue raised in Petitioner's (wife) Petition for Special Relief/Petition to Enforce Agreement filed December 3, 2024. The specific issue before the Court is whether Respondent (husband) owes wife her portion of his retirement from the date that the Marital Settlement Agreement (MSA) was signed until the Qualified Domestic Relations Order (QDRO) was entered because wife's right to receive her portion commenced the date the agreement was executed and her receipt of payment was not conditioned on the entry and implementation of a QDRO.

On February 14, 2025 Wife submitted through counsel a Stipulation of Facts for Petition for Special Relief/Enforcement of Agreement as well as a Brief in Support of Plaintiff's Petition for Special Relief/Petition to Enforce Agreement. On February 14 and February 21, husband filed through his counsel Defendant's Memorandum in Reply to Plaintiff's Petition for Special Relief/Enforcement of Agreement through the Domestic Relations Office and the Prothonotary's Office, respectively. This matter is now ripe for a decision.

The Stipulation of Facts, although reviewed by the Court will not be reproduced in this Order.

The Superior Court in *Laudig v. Laudig*, 624 A.2d 651 (Pa. Super. 1993) writes, “It is well settled that [t]he determination of marital property rights through prenuptial, post-nuptial and settlement agreements has long been permitted, and even encouraged.” Further, that contract principals apply to antenuptial and post-nuptial agreements in addition to prenuptial agreements. *Id.* Outside of “fraud, misrepresentation, or duress, spouses should be bound by the terms of their agreements.” *Id.* quoting *McMahon v. McMahon*, 417 Pa. Super. 592, 597, 612 A.2d 1360, 1363 (1992).

Moreover, 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.

Despite wife’s argument that answers in the affirmative the specific issue currently before the Court, this Court does not agree. Wife’s reliance on *Conway v. Conway*, 209 A.3d 367 (Pa. Super 2019) is distinguishable from the instant matter. Here, the terms of the MSA are clear and unambiguous and the intent of the parties can be ascertained from the document itself. Per paragraph four (4) of the MSA labeled Retirement Benefits, “The parties agree that Wife shall be

entitled to fifty percent (50%) of the marital value of the pension, as determined based on the date of marriage and date of separation herein. The balance of the language in paragraph four, *inter alia*, discusses the allocation of various costs associated with the QDRO and requires the parties to cooperate to ensure the transfer is completed. Additionally, under paragraph C(1) of the MSA that discusses Spousal Support, Alimony Pendente Lite and Alimony, it states that “[b]oth parties waive claims for spousal support, alimony pendente lite, and/or alimony that either may have against the other. The spousal support order entered between the parties in Lycoming County shall be suspended as of November 30, 2023. Any arrears or credits on the account shall be forgiven.”

In Conway, the court was tasked with deciding whether an ordinance that was passed almost immediately after the parties signed the MSA effectively changed how a former spouse was treated under husband’s pension plan and disentitled wife from receiving her portion of husband’s pension. In short, due to the language contained in the new city ordinance, the wife in Conway was subject to a disentitlement of her proportionate share of husband’s pension despite the agreement she reached with husband as memorialized in their MSA that was executed prior to passage of the amended ordinance. In the instant matter, there is no dispute as to wife’s entitlement to her share of the pension. Furthermore, the MSA makes clear the date that a prior spousal support order was to be suspended, the percentage value of husband’s retirement that wife was to receive and the expectations placed upon each party to ensure that wife received said percentage pursuant to a QDRO that was to be prepared following the parties’ execution of the MSA. The MSA does not contemplate a continuation of wife receiving spousal support pending the preparation of the QDRO. In fact, the MSA clearly contemplates the suspension of the spousal support payments at/around the time the MSA was signed. Accordingly, because the

parties' intent is clear and unambiguous and husband signed the QDRO and same was filed and endorsed by the Court, husband has satisfied the requirements of the MSA.

Lastly, the Court agrees with husband that because the MSA is clear and unambiguous coupled with husband's compliance regarding the terms of paragraph four of the MSA, wife is not entitled to any special relief that would require husband to pay any additional monies to wife.

**ORDER**

**AND NOW**, this 6<sup>th</sup> day of **May, 2025**, based upon the reasons stated above Plaintiff's Petition for Special Relief/Petition to Enforce Agreement is hereby **DENIED**.

The Court,

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Ryan C. Gardner, Judge

RCG/kbc

cc: Sharon McLaughlin, Esq.  
Jason Lepleu, Esq.  
Gary Weber, Esq.