

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

MICHAEL RICHTER	:	IN THE SUPERIOR COURT OF
	:	PENNSYLVANIA
	:	
v.	:	
	:	
	:	
KELLI RICHTER	:	
	:	
Appellant	:	No. 458 WDA 2025

Appeal from the Decree Entered March 19, 2025
In the Court of Common Pleas of Fayette County Civil Division at No(s):
2274 of 2022 GD

MICHAEL RICHTER	:	IN THE SUPERIOR COURT OF
	:	PENNSYLVANIA
	:	
v.	:	
	:	
	:	
	:	
KELLI RICHTER	:	
	:	
Appellant	:	No. 459 WDA 2025

Appeal from the Order Entered March 17, 2025
In the Court of Common Pleas of Fayette County Civil Division at No(s):
2274 of 2022 GD

BEFORE: NICHOLS, J., McLAUGHLIN, J., and SULLIVAN, J.

MEMORANDUM BY NICHOLS, J.: **FILED: September 22, 2026**

Appellant Kelli Richter (Wife) appeals from the trial court's March 17, 2025 order granting Appellee Michael Richter's (Husband) motion to enforce the parties' oral marriage settlement agreement, and the March 19, 2025 final decree in divorce.¹ We affirm.

¹ This Court consolidated Wife's separate appeals at Nos. 458 WDA 2025 and 459 WDA 2025 on May 7, 2025. **See Order**, 5/7/25.

The trial court summarized the relevant facts and procedural history of this case as follows:

On November 22, 2022, Husband filed a complaint in divorce and requested equitable distribution of property. On August 13, 2024, the attorneys and the parties reached an agreement at a hearing with [the divorce hearing officer].

On August 14, 2024, Wife received a report dated August 13, 2024, from a private investigation which presented the possibility that Husband did not fully comply with discovery. During the August 16, 2024, hearing with [the hearing officer], Wife wanted to discuss the report but Husband and the [hearing officer] opposed the report because it was inaccurate, unreliable, unable to be authenticated, irrelevant, and untimely. The [hearing officer] ultimately decided that the report was inadmissible. During the hearing, Husband maintained that an agreement had already been reached. The [hearing officer] affirmed an agreement had already been reached as well. Wife acknowledged on the record multiple times there was an agreement. Conversely, Wife indicated at one point, as of August 16, 2024, there was no agreement because of the report.

On August 29, 2024, this Court entered an order which noted a possible oral settlement agreement was reached and directed any request to enforce it should be presented to this Court and we would dispose of all outstanding issues. The Court directed Husband to disclose all information from the accounts listed in the purported private investigation report including a jointly held account he had with his mother. On September 19, 2024, Husband filed a motion to enforce oral settlement agreement [(motion to enforce)]. On October 8, 2024, Wife filed an answer and new matter to [Husband's] motion [to enforce], and within it, Wife admitted the parties engaged in settlement discussions on August 13, 2024 and the parties "contemplated agreeing" to nearly all of the terms that were set forth in Husband's motion.

On February 26, 2025, this Court held the first hearing on the motion to enforce . . . Nellie Richter, Husband's mother, testified about Wife's discovery concerns, and she explained and clarified the circumstances regarding the Scottdale Bank & Trust Company joint account she kept with Husband. Her testimony was uncontradicted. The [hearing officer] testified that an agreement

was reached at the hearing on August 13, 2024, and Husband volunteered to produce a written copy of the agreement with its terms before the next hearing. The [hearing officer] also testified that Wife admitted on August 16, 2024, that an agreement had been reached on August 13, 2024. The [hearing officer] asserted the purpose of the hearing on August 16, 2024, was for the parties to formally settle the case but that purpose was thwarted by Wife and her private investigation report. According to the [hearing officer], there was not an executed document for the agreement and there was not a colloquy on the record regarding the terms of the agreement because Wife refused to proceed further during the August 16, 2024, hearing.

Husband also testified that an agreement was reached on August 13, 2024, and a written copy was going to be produced. Husband affirmed the asserted terms of [the] agreement [as alleged in] the motion to enforce . . . [w]as the agreement that was reached on August 13, 2024. Husband only became aware on August 16, 2024, that Wife had changed her mind regarding the agreement. Husband addressed Wife's discovery concerns, and he explained and clarified the circumstances regarding the Scottdale Bank & Trust Company joint account his mother kept with him. During the hearing on February 26, 2025, Wife acknowledged that at least settlement negotiations occurred and Husband volunteered to produce a written copy of the agreement with its terms before the next hearing.

On March 13, 2025, this Court held a second hearing on the motion to enforce During the hearing, Wife continued to express concerns about discovery, but Wife admitted settlement negotiations occurred and that she chose to negotiate on August 13, 2024, even though she had concerns about nondisclosure at the time. Wife wavered at this hearing as well on whether there was an agreement. Wife indicated she did not discuss any of the asserted terms with the [hearing officer], ratification did not occur, and the parties did not have a written agreement outlining terms. Conversely, Wife acknowledged on the record there was an agreement. Wife admitted Husband was given time to prepare the agreement. Moreover, while Wife testified that she disagreed with the wording of some of the terms set forth in the motion to enforce . . . , she nevertheless admitted on the record that she agreed with many of the terms. Near the end of the hearing, Wife again stated that she thought there probably was not a real agreement on August 13, 2024.

On March 17, 2025, this Court entered an order which granted Husband's motion to enforce . . . finding the following: (1) The Scottdale Bank & Trust Company joint account with Husband and his mother was not marital property; (2) . . . that any other accounts found by Wife were either in both Husband and Wife's name, [were] *de minimis* in light of the entire marital estate and/or closed; and (3) directed Husband to provide a proposed decree in divorce for this Court to enter as a final, appealable order. This Court entered a final decree of divorce on March 19, 2025.

Trial Ct. Op., 6/16/25, at 3-6 (citations omitted and some formatting altered).

These timely appeals followed on April 15, 2025. Both Wife and the trial court have complied with Pa.R.A.P. 1925.

Wife raises the following issue for our review:

Whether the trial court committed an error of law and/or an abuse of discretion in finding the existence of an enforceable, oral marriage settlement agreement?

Wife's Brief at 12 (some formatting altered).

"[A] court's order upholding the agreement in divorce proceedings is subject to an abuse of discretion or error of law An abuse of discretion is not lightly found, as it requires clear and convincing evidence that the trial court misapplied the law or failed to follow proper legal procedures." ***Paroly v. Paroly***, 876 A.2d 1061, 1063 (Pa. Super. 2005) (citations omitted and formatting altered). Moreover,

[i]nterpretation of [a martial settlement agreement] is a question of law governed by contract principles. Consequently, we apply *de novo*, plenary review. However, the trial court is the sole determiner of facts and[,] absent an abuse of discretion, we will not usurp the trial court's fact-finding function. Further, we are bound by the trial court's credibility determinations.

Brooks v. Brooks, 231 A.3d 1, 6 (Pa. Super. 2020) (citations and internal quotation marks omitted); **see also Kraisinger v. Kraisinger**, 928 A.2d 333, 339 (Pa. Super. 2007) (stating, “[w]hen interpreting a marital settlement agreement, the trial court is the sole determiner of facts and[,] absent an abuse of discretion, we will not usurp the trial court’s fact-finding function.” (citation omitted)).

Following our careful review, we discern no abuse of discretion on the part of the trial court in concluding that there existed a valid and enforceable oral marital settlement agreement between the parties.” **Paroly**, 876 A.2d at 1063. Our independent review of the August 2024 equitable distribution hearings before Hearing Officer Richard E. Bower, Esq., as well as the trial court’s two hearings in February and March of 2025 on Husband’s motion to enforce, supports this conclusion. As recognized by the trial court:

The facts above easily support finding that an agreement was reached by the parties. The evidence established: (1) The [hearing officer], a neutral third party, credibly testified there was an agreement; (2) Husband credibly testified there was an agreement; (3) As an apparent and objective manifestation of assent, Husband volunteered to produce a written copy of the agreement, and no one disagreed; and (4) Wife wavered on whether there was an agreement, but admitted settlement negotiations occurred, admitted choosing to negotiate although she had discovery concerns, admitted at times that there was an agreement, and agreed with many of the asserted terms. In assessing the credibility of the witnesses, we credited Husband’s testimony over Wife’s testimony. We found Husband’s testimony to be reasonable, consistent and supported by the other

testimony and evidence. On the other hand, Wife's testimony was uncertain, confused, contradictory and evasive and was contradicted by other testimony and evidence. At several times during the hearing comments made by the Wife made no sense to the Court such as a reference to Hitler and bodies being buried in the backyard. Therefore, we determined Husband's testimony to be truthful and accurate and we credited his testimony in determining an agreement was made and should be enforced as opposed to the testimony of Wife which we found to be mostly unreasonable, inaccurate and not credible.

Trial Ct. Op., 6/16/25, at 8-9 (citations omitted); **see also** N.T. Hr'g, 8/16/24, at 10, 12, 15-16, 18-26; N.T. Hr'g, 2/26/25, at 38-44, 52-61.

Wife's contentions on appeal essentially asks this Court to reassess the credibility determinations of the trial court. As discussed, however, we are precluded from substituting our judgment for that of the factfinder, absent an abuse of discretion. **See Brooks**, 231 A.3d at 6; **Kraisinger**, 928 A.2d at 339.

Based on the foregoing, we affirm the March 17, 2025 order granting Husband's motion to enforce the oral marriage settlement agreement, and the March 19, 2025 decree in divorce.

Order and Decree affirmed. Jurisdiction relinquished.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

DATE: 9/22/2026