

**NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37**

SANDRA RANGEL : IN THE SUPERIOR COURT OF  
: PENNSYLVANIA

v.

MARTIN ESCOBEDO

Appellant

: No. 821 MDA 2025

Appeal from the Order Entered May 16, 2025  
In the Court of Common Pleas of Berks County Civil Division at No(s):  
23-11131

SANDRA RANGEL : IN THE SUPERIOR COURT OF  
: PENNSYLVANIA

v.

MARTIN ESCOBEDO

Appellant

: No. 1003 MDA 2025

Appeal from the Order Entered June 26, 2025  
In the Court of Common Pleas of Berks County Civil Division at No(s):  
23-11131

BEFORE: BOWES, J., OLSON, J., and BENDER, P.J.E.

DISSENTING MEMORANDUM BY BOWES, J.: **FILED: SEPTEMBER 4, 2026**

The Majority quashes these appeals, deeming them to both be from unappealable interlocutory orders. I disagree. Viewing the orders in question to be appealable, I would instead remand for the trial court to author a Pa.R.A.P. 1925(a) opinion addressing Appellant's issues and then exercise jurisdiction to address the substance of the appeals.

I begin with the matters upon which the learned Majority and I agree. Appellant's appeals are both timely in that each notice of appeal was filed within thirty days of when the respective order was entered upon the trial court docket. **See** Pa.R.A.P. 108(b), 121(f), 903(a).

Further, there is no dispute that the parties' divorce claims were fully and finally decided. The court entered a divorce decree on July 24, 2024, which incorporated the parties' July 16, 2024 post-nuptial agreement, thereby adjudicating all the economic issues raised in the divorce pleadings. Specifically, the parties agreed that, rather than have the court identify and equitably distribute the marital assets, Ms. Rangel would accept \$143,920 from Appellant within sixty days as a global resolution of all the economic claims, and relinquish her rights to any assets held by Appellant. **See** Majority Memorandum at 5. As my esteemed colleagues observe: "Thus, the final divorce decree and equitable distribution order resolved, in full, the distribution of the couple's marital assets." **Id.** at 6.

However, the Majority also concludes that neither of the trial court's post-dissolution orders enforcing the post-nuptial agreement can "qualify as a final order because [they] did not dispose of all claims to the marital assets nor did [they] dispose of all parties." **Id.** at 15 n.14 (regarding the May 16, 2025 order allowing ); **see also id.** at 16 (indicating that the June 26, 2025 order was not a final order for the same reasons). I am unable to reconcile this latter pronouncement with the former.

The Majority explains its position thusly:

Although the May 16, 2025 order permitted and restricted certain actions in furtherance of Ms. Rangel obtaining satisfaction of the judgment due under the equitable distribution order, Ms. Rangel had not yet achieved satisfaction of the judgment. While the May 16, 2025 order clearly contemplated a transaction aimed at completing a distribution of the couple's marital assets to Ms. Rangel and satisfaction of the judgment, many collateral claims and facets of the distribution scheme remained incomplete. For example, the contemplated transaction had not yet closed, the purchase price and net proceeds from the sale of the real property were unknown, escrow accounts remained indeterminate and undistributed, and the order contemplated further orders. Also, Ms. Calvillo Sandoval was joined to the divorce proceedings on January 8, 2024, due to certain real property transactions but those transactions remained in limbo, and an April 3, 2024 order froze certain bank accounts in her name. Mr. Pannell and Ms. Robinson Ortiz were also joined to the divorce proceedings on April 3, 2024, and their real property transactions may also remain in limbo. The May 16, 2025 order did not resolve the interests of the joined parties.

***Id.*** at 15 n.14.

In my view, when Ms. Rangel elected on July 16, 2024 to accept a sum certain and relinquish her claims to any property that she asserted was marital properly although it was in Appellant's name only, all issues related to the trial court's January and April 2024 joinders of third parties to whom Appellant may have transferred marital assets became moot.<sup>1</sup> It no longer mattered whether

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<sup>1</sup> **See** Post-Nuptial Agreement, 7/16/24, at ¶ 3(C) ("[Appellant] shall pay to [Ms. Rangel] the sum of \$143,920 . . . . This payment is to compensate [Ms. Rangel] for her right, title[,] and interest in and to various [real] properties that were transferred or sold and were acquired during the marriage in [Appellant's] name alone and transferred shortly before or after separation. [Ms. Rangel] hereby releases [Appellant] from any further liability to her for said real properties.").

those properties were subject to equitable distribution because equitable distribution was no longer sought by the parties. All that was left was for Appellant to pay the cash Ms. Rangel agreed to accept in lieu of equitable distribution.

When he did not, Ms. Rangel sought the court's assistance in enforcing the agreement pursuant to 23 Pa.C.S. § 3502(e), which states:

If, at any time, a party has failed to comply with an order of equitable distribution, as provided for in this chapter or with the terms of an agreement as entered into between the parties, after hearing, the court may, in addition to any other remedy available under this part, in order to effect compliance with its order:

- (1) enter judgment;
- (2) authorize the taking and seizure of the goods and chattels and collection of the rents and profits of the real and personal, tangible and intangible property of the party;
- (3) award interest on unpaid installments;
- (4) order and direct the transfer or sale of any property required in order to comply with the court's order;
- (5) require security to insure future payments in compliance with the court's order;
- (6) issue attachment proceedings, directed to the sheriff or other proper officer of the county, directing that the person named as having failed to comply with the court order be brought before the court, at such time as the court may direct. If the court finds, after hearing, that the person willfully failed to comply with the court order, it may deem the person in civil contempt of court and, in its discretion, make an appropriate order, including, but not limited to, commitment of the person to the county jail for a period not to exceed six months;
- (7) award counsel fees and costs;

(8) attach wages; or

(9) find the party in contempt.

23 Pa.C.S. § 3502(e).

I find no legal authority to support the Majority's position that a party is unable to seek appellate review of the propriety of a trial court's § 3502(e) order until after he has fully complied with it. On the contrary, this court regularly adjudicates immediate appeals taken from such orders. **See, e.g., *Zabrosky v. Smithbower-Zabrosky***, 273 A.3d 1108 (Pa.Super. 2022) (deciding appeal from order enforcing post-nuptial agreement and reversing order converting a § 3502(e) award into a child support obligation); ***Cunningham v. Cunningham***, 182 A.3d 464 (Pa.Super. 2018) (adjudicating appeal from order holding the appellant in contempt and directing him to make monthly payments to his ex-wife in accordance with a post-nuptial agreement). Along these lines, if my colleagues were correct that a party cannot file an appeal from a judgment before satisfying that judgment, there would be no need for the provisions of Chapter Seventeen of the Rules of Appellate Procedure governing *supersedeas* and stays. **See** Pa.R.A.P. 1702-1751.

Stated plainly, the orders mandating the sale of Appellant's property, and striking the deed purporting to transfer the parcel in question, required no further action on the part of the court or parties to render them appealable, if not as final orders than as collateral orders. **See *Richardson v.***

**Richardson**, 774 A.2d 1267, 1268 n.2 (Pa.Super. 2001) (stating that § 3502(e) order awarding non-marital portion of pension to spouse to enforce equitable distribution obligations was not an unappealable interlocutory order); **Matlock v. Matlock**, 664 A.2d 551, 554 (Pa.Super. 1995) (holding order granting motion to enforce post-nuptial agreement, directing the payment of military pension funds, and retaining jurisdiction to enforce the payment was final and appealable). **See also McMahon v. McMahon**, 706 A.2d 350, 353 n.1 (Pa.Super. 1998) (providing order, entered during the pendency of the divorce action, that mandated the final sale of real estate was immediately appealable as a collateral order). Accordingly, I deem quashal of the instant appeals to be inappropriate.

Turning to the substance of these appeals, Appellant raises the following issues:

1. Whether the trial court erred in enforcing the post-nuptial agreement where evidence established the agreement was signed under duress and coercion?
2. Whether the trial court committed fundamental error by enforcing a post-nuptial agreement that disposes of Appellant's separate, pre-marital real property without any finding that Appellant knowingly waived its non-marital status?
3. Whether the trial court abused its discretion by appointing opposing counsel as power of attorney to sell Appellant's real property?
4. Whether the trial court abused its discretion by imposing a \$25,000 purge amount without considering Appellant's ability to pay?

5. Whether the trial court erred in finding Appellant in contempt on June 26, 2025, and imposing additional sanctions where the underlying order was subject to a timely appeal and Appellant's actions did not constitute willful disobedience?

Appellant's brief at 6 (pagination supplied).

The trial court's opinions do not fully address these issues. As the court perceived Appellant's first appeal to be untimely, and thus not impacting its jurisdiction to enter the order from which he filed his second appeal, it did not order him to file a Rule 1925(b) statement for either appeal. Consequently, the court was unaware of the specific challenges Appellant would present to this Court such that it could apprise us of its view on whether the issues were preserved, whether Appellant had the ability to pay the purge amount at the time it was set, and whether the court had the authority to both enter a judgment and grant opposing counsel the power of attorney to sell Appellant's non-marital real estate to satisfy it, rather than require Ms. Rangel to execute her judgment through the process of a sheriff's sale.

Therefore, I would remand for the trial court to author an opinion addressing the five questions stated in Appellant's brief, and then dispose of the appeal following a review of that opinion. Since the Majority instead quashes without considering the viability of any of Appellant's claims, I respectfully dissent.