

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37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

MEMORANDUM BY OLSON, J.:

FILED: SEPTEMBER 4, 2026

In this consolidated appeal,¹ Appellant, Martin Escobedo, appeals two separate, but related, orders entered in the Court of Common Pleas of Berks County that arose out of proceedings to determine the distribution of a marital

¹ In an October 8, 2025 *per curiam* order, this Court *sua sponte* consolidated Appellant's appeals docketed with this Court at 821 MDA 2025 and 1003 MDA 2025.

estate. The May 16, 2025 order (challenged at our docket number 821 MDA 2025), as discussed in greater detail *infra*, directed Appellant to execute a power of attorney for the purpose of facilitating the sale of real property owned by Appellant to satisfy a judgment entered against him and in favor of Sandra Rangel ("Ms. Rangel"), Appellant's former spouse. In addition, the May 16, 2025 order prohibited Appellant from transferring the real property prior to a conveyance arranged by Ms. Rangel. The June 26, 2025 order (challenged at our docket number 1003 MDA 2025), as discussed in greater detail *infra*, purports to enforce the May 16, 2025 order. Because we conclude that neither challenged order is appealable, we quash the appeals docketed at 821 MDA 2025 and 1003 MDA 2025 and remand this case for further proceedings before the trial court.

The record reveals that, on July 6, 2023, Ms. Rangel filed a complaint in divorce against Appellant that, *inter alia*, asked the trial court to enter a divorce decree and order an equitable distribution of the couple's marital assets. Complaint in Divorce, 7/6/23. Ms. Rangel alleged that the marital assets included, *inter alia*, several parcels of real property that were acquired during the marriage.² ***Id.*** at ¶ 19.

On November 20, 2023, Ms. Rangel filed an emergency petition for special relief, asserting that Appellant "nefariously" transferred nine parcels of

² According to Ms. Rangel, the parcels of real property were acquired during the marriage but were titled only in Appellant's name.

real property to his mother, Amila Calvillo Sandoval (“Ms. Calvillo Sandoval”), in June 2021, for the purchase price of \$1.00 per parcel. Ms. Rangel further alleged that these conveyances were undertaken to “hide” marital assets. Emergency Petition for Special Relief, 11/20/23, at ¶¶ 6-7, 18-19. Ms. Rangel requested, *inter alia*, that the trial court join Ms. Calvillo Sandoval to the divorce proceedings. ***Id.*** at Wherefore Clause. On January 8, 2024, the trial court joined Ms. Calvillo Sandoval to the action for divorce and directed that the real properties transferred by Appellant to Ms. Calvillo Sandoval be sold for fair market value and that any proceeds from the sale of the real properties were to be held in an escrow account pending the outcome of the divorce proceedings. Trial Court Order, 1/8/24.

As part of the divorce proceedings, the trial court conducted a hearing on February 14, 2024.³ At the hearing, Appellant was asked if he aided his mother in transferring three of the real properties, which were the subject of the January 8, 2024 order, to Dulcey Robinson Ortiz (“Ms. Robinson Ortiz”), whom Appellant identified as his mother’s friend. N.T., 2/14/24, at 8-9. Appellant denied that his mother transferred three parcels of real property to Ms. Robinson Ortiz. ***Id.*** at 9. On February 16, 2024, Ms. Rangel filed a

³ The purpose of the February 14, 2024 hearing was to take testimony regarding Appellant’s contention that his marriage to Ms. Randel was legally invalid because the parties were related and, according to Appellant, the degree of separation prohibited the formation of a valid marriage. N.T., 2/14/24, at 3. The trial court subsequently determined that the parties were, in fact, second cousins and declared the marriage valid. Trial Court Order, 3/28/24.

petition for contempt and special relief claiming that Ms. Calvillo Sandoval transferred three parcels of real property to Ms. Robinson Ortiz on February 9, 2024, for less than fair market value and “no money was received for the [t]ransferred [p]roperties” “to further obscure this case.”⁴ Petition for Contempt, 2/16/24, at ¶¶ 11, 15, 17. Ms. Rangel further alleged that Appellant “compelled [Ms. Calvillo Sandoval] to transfer the [real properties] to [Ms. Robinson Ortiz] and arranged for the transfer[s] to occur.” ***Id.*** at ¶ 12. The trial court held a hearing on the petition for contempt on March 26, 2024.

At the March 26, 2024 hearing, a real estate agent testified that he assisted Ms. Calvillo Sandoval in selling a parcel of real property located in Montgomery County to Andrew Phillip Pannell III (“Mr. Pannell”) in February 2024. N.T., 3/26/24, at 12. On April 3, 2024, the trial court joined Ms. Robinson Ortiz and Mr. Pannell as parties to the divorce proceedings. Trial Court Order, 4/3/24. As a result of the hearing, the trial court directed a financial institution to “freeze” the bank account held at the financial institution in the name of Ms. Calvillo Sandoval. Trial Court Order, 3/27/24.

On July 16, 2024, Appellant and Ms. Rangel executed separate affidavits in which they each stated that their marriage was “irretrievably broken” and

⁴ Ms. Rangel alleged that Ms. Calvillo Sandoval transferred the three parcels of real property to Ms. Robinson Ortiz “in exchange for” \$20,000.00, which was never received by Ms. Calvillo Sandoval.

they consented to the entry of a final divorce decree.⁵ That same day, the couple executed a post-nuptial agreement in which the couple agreed, *inter alia*, that

[Appellant] shall pay to [Ms. Rangel] the sum of \$143,920[.00] within 60 days of the date of the [d]ivorce [d]ecree. 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. It also satisfies attorney's fees for contempt from the [trial] court order of February 7, 2024[,] and reimburses [Ms. Rangel] for [one-half] of the hearing officer fee.

Post-Nuptial Agreement, 7/16/24, at ¶ 3(C).⁶ On July 24, 2024, the trial court entered a final divorce decree that declared the couple divorced and stated the "determination and disposition of property rights and interests between the parties shall be governed by the [post-nuptial agreement.]" Divorce

⁵ Although a hearing master was appointed by the trial court to resolve the equitable distribution of marital assets, no proceedings were ever conducted and, as such, no inventory of the marital assets, including a valuation of the various parcels of real property that were allegedly acquired during the marriage, was made a part of the certified record.

⁶ Under the terms of the post-nuptial agreement, the parties also agreed to relinquish their respective rights, title and marital interests in assets then held in the possession of the other spouse, including vehicles and bank accounts titled only in a single spouse's name. Post-Nuptial Agreement, 7/16/24, at ¶ 3(A) and (B). It was the intent of the parties that the \$143,920.00 distribution called for under the terms of the post-nuptial agreement would globally resolve "an equitable distribution of their marital property and resolution of alimony[.]" ***Id.*** at WhereAs Clause, pg. 2.

Decree, 7/24/24. Thus, the final divorce decree and equitable distribution order resolved, in full, the distribution of the couple's marital assets.

On September 25, 2024, Ms. Rangel filed a petition for contempt and to enforce the post-nuptial agreement. In the petition, Ms. Rangel asserted, *inter alia*, that "[t]o date, [Appellant] has refused and failed to make the payment of \$143,920.00 as required by the [post-nuptial agreement.]" Petition for Contempt, 9/25/24, at ¶ 7. On November 1, 2024, the trial court directed Appellant to "abide by the terms of the post-nuptial agreement" and directed Appellant to pay Ms. Rangel \$25,000.00 within seven days of the order and \$119,695.00 within ninety days of the order.⁷ Trial Court Order, 11/1/24. The trial court stated that if Appellant "fails to abide by this [o]rder in any manner, he [may be] found in contempt of court and shall be subject to penalties for contempt, including but not limited to incarceration." ***Id.*** at ¶ 5. The trial court preemptively scheduled a hearing for February 12, 2025, to determine whether, or not, Appellant abided by the terms of the post-nuptial agreement.

On November 8, 2024, Ms. Rangel filed a petition for contempt on the ground that Appellant failed to make the initial payment in the amount of

⁷ Pursuant to the terms of the post-nuptial agreement, the trial court awarded Ms. Rangel \$775.00 in attorneys' fees that she incurred in seeking enforcement of the post-nuptial agreement. The amount awarded for attorneys' fees (\$775.00) was added to the amount she was due under the post-nuptial agreement (\$143,920.00) for a total amount due by Appellant of \$144,695.00.

\$25,000.00 as required by the November 1, 2024 order. The trial court scheduled a hearing on the contempt matter for November 13, 2024. After Appellant failed to appear for the contempt hearing, the trial court issued a bench warrant for Appellant's arrest. Bench Warrant, 11/13/24. The trial court also held Appellant in contempt of court for his failure to issue payment to Ms. Rangel in the amount of \$25,000.00 as required by the November 1, 2024 order. **See** Trial Court Order, 3/18/25.

On February 13, 2025, the trial court found Appellant in contempt of the November 1, 2024 order "for the second time" and ordered that judgment be entered in favor of Ms. Rangel in the amount of \$144,695.00, to reflect the amount due under the terms of the post-nuptial agreement.⁸ Trial Court Order, 2/13/25. On February 13, 2025, judgment was entered against Appellant and in favor of Ms. Rangel in the amount of \$144,695.00.

On March 18, 2025, pursuant to the bench warrant, Appellant was apprehended and brought before the trial court. The trial court held Appellant in contempt of court and ordered that Appellant be committed to the Berks County jail for 90 days. The trial court permitted Appellant to purge himself of the sanction and be released upon payment of \$25,000.00 to Ms. Rangel. Trial Court Order, 3/18/25. That same day, Ms. Rangel filed a petition for

⁸ Appellant failed to appear for the February 2025 hearing on Ms. Rangel's petition for contempt. Trial Court Order, 2/14/25. The trial court indicated that no further action could be taken on the petition for contempt at this time, and directed that either party could petition the trial court to schedule a hearing on the matter, if necessary. **Id.**

contempt that was based upon Appellant's failure to remit payment to her in the amount of \$144,695.00.

The trial court conducted a hearing on April 30, 2025, to address Ms. Rangel's petition for contempt. **See generally**, N.T., 4/30/25. At the contempt hearing, counsel for Ms. Rangel informed the trial court that a title search revealed that Appellant held title to a parcel of real property located in Reading, Pennsylvania ("the property") and requested that the property be sold in order to satisfy the outstanding judgment. **Id.** at 4-5. On May 16, 2025, the trial court ordered the following:

- a. [Appellant] shall sign a power of attorney granting [counsel for Ms. Rangel the authority] to execute any and all documents on [Appellant's] behalf related to the transfer and/or sale of [the property] within [five] days of the date of this order. In the event that [Appellant] refuses to sign, the prothonotary of Berks County is hereby authorized to execute the power of attorney on behalf of [Appellant] and the same shall be accepted by any title company, real estate agent[,], and/or purchaser [of the property.]
- b. The property shall be listed for sale with a realtor of [Ms. Rangel's] choosing and sold. The net proceeds of the sale of the property shall be awarded to [Ms. Rangel] up to the amount of \$143,920.00.^[9] The remainder of the proceeds shall be held in escrow by [counsel for Ms. Rangel] pending further order of court.

⁹ Although the judgment entered against Appellant and in favor of Ms. Rangel was in the amount of \$144,695.00, the trial court awarded Ms. Rangel the original amount due under the terms of the post-nuptial agreement, which did not include the attorneys' fees incurred by Ms. Rangel in bringing her September 25, 2024 enforcement action.

- c. [Appellant] is hereby enjoined from transferring the property at any time.

Trial Court Order, 5/16/25 (extraneous capitalization omitted). On June 20, 2025, Appellant filed *pro se* a notice of appeal challenging the May 16, 2025 order. The notice of appeal was docketed with this Court at 821 MDA 2025.

On June 26, 2025, Ms. Rangel filed an emergency petition to strike a deed executed by Appellant that transferred the property to a third-party and to find Appellant in contempt of the May 16, 2025 order. In her emergency petition, Ms. Rangel asserted that, pursuant to the May 16, 2025 order, she arranged for the property to be sold to a different third-party with the closing date set for June 27, 2025. Ms. Rangel further alleged that, on June 26, 2025, Appellant executed a deed purporting to transfer the property to a third-party in contravention of the May 16, 2025 order. **See** Emergency Petition, 6/26/25. That same day, June 26, 2025, the trial court granted Ms. Rangel's emergency petition and declared the deed executed by Appellant to be null and void. Trial Court Order, 6/26/25. The trial court also permitted Ms. Rangel to proceed with the sale of the property on June 27, 2025.¹⁰ **Id.** On July 25, 2025, Appellant filed *pro se* a notice of appeal challenging the June

¹⁰ Based upon subsequent filings by Ms. Rangel, we glean that the property was sold as part of the transaction arranged by Ms. Rangel. Petition for Special Relief, 7/24/25. The purchase price, and details about the net proceeds received as a result of the transaction, were not, however, disclosed or made part of the certified record. **Id.**

26, 2025 order. The notice of appeal was docketed with this Court at 1003 MDA 2025.

Appellant raises *pro se* the following issues for our review:

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[.00] 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 6.¹¹

¹¹ We have assigned page numbers to Appellant's unpaginated appellate brief.

On December 31, 2025, Appellant filed *pro se* an application with this Court seeking an extension of time to file a reply brief. Appellant subsequently filed a reply brief with this Court on January 13, 2026. We grant Appellant's request and accept Appellant's reply brief as timely filed.

Preliminarily, we review the procedural posture of the case to determine if Appellant has properly invoked this Court's jurisdiction.¹² ***Linde v. Linde***, 222 A.3d 776, 782 (Pa. Super. 2019) (stating, issues implicating this Court's jurisdiction may be raised *sua sponte*). It has long been held that the

¹² On July 30, 2025, Ms. Rangel filed separate motions to quash the appeals filed with this Court at docket numbers 821 MDA 2025 and 1003 MDA 2025. In the motion to quash filed at docket number 821 MDA 2025, Ms. Rangel asserted that Appellant's notice of appeal challenging the May 16, 2025 order was untimely because it was filed 35 days after the entry of the order. Motion to Quash (821 MDA 2025), 7/30/25. In the motion to quash filed at docket number 1003 MDA 2025, Ms. Rangel asserted that the appeal should be quashed because Appellant failed to raise any issue concerning his being enjoined from transferring the property before the trial court and that the appeal was moot since the property was already sold by Ms. Rangel. Motion to Quash (1003 MDA 2025), 7/30/25.

In an August 6, 2025 *per curiam* order, this Court issued a rule against Appellant to show cause "as to the finality and appealability of the [May 16, 2025 order.]" *Per Curiam* Order (821 MDA 2025), at 2. Appellant filed *pro se* a response to the rule to show cause that asserted, *inter alia*, the May 16, 2025 order was an interlocutory injunctive order appealable as of right under Pennsylvania Rule of Appellate Procedure 311(a)(4). Response to Rule to Show Cause (821 MDA 2025), 8/14/25, at 2 (unpaginated). Appellant's notice of appeal was dated June 10, 2025, and the "proof of service" attached to the notice of appeal indicates that Appellant, who was incarcerated at the time, deposited the notice of appeal with prison authorities for purpose of service on June 10, 2025. We, therefore, deem Appellant's notice of appeal as having been timely filed on June 10, 2025. ***See Commonwealth v. Jones***, 700 A.2d 423, 426 (Pa. 1997) (explaining that, pursuant to the "prisoner mailbox rule," a document is deemed filed on the date an inmate deposits the mailing with prison authorities or places it in the prison mailbox).

In separate *per curiam* orders issued on September 12, 2025, this Court denied Ms. Rangel's motions to quash without prejudice to raise the issues in her appellate brief. *Per Curiam* Order (821 MDA 2025), 9/12/25; ***see also*** *Per Curiam* Order (1003 MDA 2025), 9/12/25. In an October 8, 2025 *per curiam* order, this Court discharged the rule to show cause order and referred the issue to the merits panel. *Per Curiam* Order (821 MDA 2025), 10/8/25.

“appealability of an order goes to [this Court’s] jurisdiction[.]” **Williams v. Williams**, 385 A.2d 422, 423 (Pa. Super. 1978). Jurisdiction raises a question of law for which our standard of review is *de novo* and our scope is plenary. **Crespo v. Hughes**, 292 A.3d 612, 615 (Pa. Super. 2023).

“This Court’s appellate jurisdiction extends to (1) a final order or an order certified by the trial court as a final order; (2) an interlocutory order as of right; (3) an interlocutory order by permission; (4) or a collateral order.” **Crespo**, 292 A.3d at 615-616; **see also** Pa.R.A.P. 341; Pa.R.A.P. 311; Pa.R.A.P. 312; Pa.R.A.P. 313.

This case asks us to consider whether appellate jurisdiction has been validly invoked, either by an appeal from a final order, in accordance with Pennsylvania Rule of Appellate Procedure 341, or by an appeal from an interlocutory order that imposed injunctive relief, under Pennsylvania Rule of Appellate Procedure 311(a)(4)(i). With regard to the latter, Rule 311(a)(4)(i) permits an appeal to be taken as a matter of right from, *inter alia*, an order that “grants or denies, modifies, or refuses to modify, continue or refuses to continue, or dissolves or refuses to dissolve an injunction **unless** the order was entered[] pursuant to [Section 3323(f) or Section 3505(a) of the Divorce Code.]” Pa.R.A.P. 311(a)(4)(i) (emphasis added; formatting modified); **see also** 23 Pa.C.S.A. § 3323(f); 23 Pa.C.S.A. § 3505(a).

Section 3323(f) of the Divorce Code states,

In all matrimonial causes, the [trial] court shall have full equity power and jurisdiction and may issue injunctions or other orders which are necessary to protect the interests of the parties or to

effectuate the purposes of this part and may grant such other relief or remedy as equity and justice require against either party or against any third person over whom the [trial] court has jurisdiction and who is involved in or concerned with the disposition of the cause.

23 Pa.C.S.A. § 3323(f).

Section 3505(a) of the Divorce Code states,

Where it appears to the [trial] court that a party is about to leave the jurisdiction of the court or is about to remove property of that party from the jurisdiction of the court or is about to dispose of, alienate[,], or encumber property in order to defeat equitable distribution, alimony *pendente lite*, alimony, child and spousal support[,], or a similar award, an injunction may issue to prevent the removal or disposition[,], and the property may be attached as prescribed by general rules. The [trial] court may also issue a *writ of ne exeat* to preclude the removal.

23 Pa.C.S.A. § 3505(a).

An “injunction” is defined as “[a] court order commanding or preventing an action.” BLACK’S LAW DICTIONARY 937 (11th ed. 2019). Black’s Law Dictionary further explains, that “[in] a general sense, every order of a court which commands or forbids is an injunction; but in its accepted legal sense, an injunction is a judicial process or mandate operating *in personam* by which, upon certain established principles of equity, a party is required to do or refrain from doing a particular thing.” ***Id.***

On the other hand, an appeal from a final order offers an alternate basis upon which appellate jurisdiction may be based. Rule 341(a) permits an appeal to “be taken as of right from any final order of a government unit or

trial court.” Pa.R.A.P. 341(a). Rule 341(b) defines a final order as an order that, *inter alia*, “disposes of all claims and of all parties.” Pa.R.A.P. 341(b)(1).

With these jurisdictional principles in mind, we now review the two orders from which Appellant purports to appeal. On May 16, 2025, the trial court entered an order that, *inter alia*, required Appellant to execute a power of attorney to permit Ms. Rangel to transfer a certain parcel of real property to a third-party to satisfy the judgment entered to effectuate the terms of the post-nuptial agreement. The May 16, 2025 order also forbid Appellant from pursuing his own transfer of the real property to a third-party.¹³ This order was an interlocutory order because it did not meet the definition of a final

¹³ On July 24, 2024, the trial court entered a divorce decree that included an order equitably dividing the parties’ marital assets in accordance with the post-nuptial agreement. As indicated *supra*, this equitable distribution order resolved all issues concerning the distribution of marital assets. Although the equitable distribution order became final upon the entry of the divorce decree (***see Jagnow v. Jagnow***, 258 A.3d 468, 472 (Pa. Super. 2021), *appeal denied*, 269 A.3d 528 (Pa. 2021)), a trial court retains continuing jurisdiction over, *inter alia*, the disposition of property rights and interests between parties in an action brought pursuant to the Divorce Code. 23 Pa.C.S.A. § 3104(a)(1); ***see also Prol v. Prol***, 935 A.2d 547, 553 (Pa. Super. 2007) (stating, “[e]quitable distribution of marital property may occur when a final decree in divorce has been entered[,] and the [trial] court retains jurisdiction over ancillary matters properly raised by the parties” (original brackets omitted)). “[T]he Divorce Code grants trial courts broad powers to enforce orders of equitable distribution, and provides remedies available against one who fails to comply with a court’s order of equitable distribution.” ***Id.***; ***see also*** 23 Pa.C.S.A. § 3502(e)(4) and (9) (stating that, if a party failed to comply with an equitable distribution order, the trial court may, *inter alia*, “order and direct the transfer or sale of any property required in order to comply with the court’s order” and “find the party in contempt”).

order under Rule 341.¹⁴ **See *McGrogan v. First Commonwealth Bank***, 74 A.3d 1063, 1076 (Pa. Super. 2013) (stating that, an order that does not meet the definition of a final order under Rule 341(b) is an interlocutory order). Moreover, this order was injunctive because its mandatory provisions required Appellant to undertake certain actions and its prohibitory provisions forbid him from undertaking other actions. The overarching purpose of the injunctive relief in the May 16, 2025 order was to protect Ms. Rangel's interests in the real property as a means to satisfy the judgment entered in her favor and

¹⁴ The May 16, 2025 order did not qualify as a final order because it did not dispose of all claims to the marital assets nor did it dispose of all parties. **See** Pa.R.A.P. 341(a) and (b). 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.

The order also does not qualify as a collateral order under Rule 313. **See** Pa.R.A.P. 313(b) (stating, "[a] collateral order is an order separable from and collateral to the main cause of action where the right involved is too important to be denied review and the question presented is such that if review is postponed until final judgment in the case, the claim will be irreparably lost").

against Appellant, as well as to prohibit Appellant from disposing of the property that could be used to satisfy the equitable distribution requirements of the post-nuptial agreement. Considering these features in tandem with the text of Rule 311, we conclude that the exception found in Rule 311(a)(4)(i) applies to this case, and the May 16, 2025 order cannot be characterized as an interlocutory order appealable as of right.¹⁵ **See** 23 Pa.C.S.A. § 3323(f); **see also** Pa.C.S.A. § 3505(a). As such, this order does not qualify as an interlocutory order to which Appellant had a right to appeal. **See** Pa.R.A.P. 311(a)(4)(i). Rather, this order is a non-final, interlocutory order.

The June 26, 2025 order declared Appellant's deed that purported to transfer the property to a third-party null and void and permitted Ms. Rangel to transfer real property to a different third-party.¹⁶ This order further

¹⁵ We acknowledge the position reached by our learned colleague that the May 2025 order was an order issued pursuant to Section 3502(e) of the Divorce Code. **See** Dissenting Memorandum at 4; **see also** 23 Pa.C.S.A. § 3502(e). For the reasons discussed *supra*, we do not believe, however, that the May 2025 order can be viewed as an order issued pursuant to Section 3502(e) of the Divorce Code. The May 2025 order did more than "order and direct the transfer or sale of any property required in order to comply with the [trial] court's [equitable distribution] order." The May 2025 order was an injunctive order that required Appellant to undertake certain actions and prohibited him from undertaking other actions regarding certain real property. Therefore, the May 2025 order was an order issued pursuant to Sections 3323(f) and 3505(a).

¹⁶ Because the May 16, 2025 order was a non-appealable interlocutory order, the trial court had jurisdiction to enter the June 26, 2025 order notwithstanding the filing of Appellant's notice of appeal. **See** Pa.R.A.P. 1701(b)(6) (stating that, after an appeal is taken, the trial court may

facilitated the resolution of the equitable distribution of marital assets called for under the terms of the post-nuptial agreement with the proceeds gained from the sale of the property being used to satisfy the judgment entered in favor of Ms. Rangel and against Appellant. The June 26, 2025 order is not a final, appealable order for the same reasons, as discussed *supra*, the May 16, 2025 order was not a final appealable order. Namely, many collateral claims and facets of the distribution scheme remained incomplete at the time the order was entered.¹⁷ Moreover, the June 26, 2025 order did not dispose of all parties, as Ms. Calvillo Sandoval, Ms. Robinson Ortiz, and Mr. Pannell were joined and continue to remain as parties to the divorce action and possess unresolved claims. Therefore, the June 26, 2025 order does not constitute a final, appealable order but, rather, is non-final, interlocutory order. **See** Pa.R.A.P. 341(b).

For the reasons set forth herein, this Court is without jurisdiction to address Appellant's issues. The May 16, 2025 and June 26, 2025 orders are non-final, interlocutory orders under Rule 311(a)(4)(i) and pursuant to Sections 3323(f) and 3505(a) of the Divorce Code and do not dispose of all claims and all parties. As such, we quash Appellant's appeals.

"[p]roceed further in any matter in which a non-appealable interlocutory order has been entered, notwithstanding the filing of a notice of appeal").

¹⁷ For example, if the proceeds of the sale of the property were insufficient to satisfy the judgment, Ms. Rangel might seek to enforce the unpaid portion of her judgment against other parties or she might accept the proceeds and agree that the judgment was satisfied.

Appeal (821 MDA 2025) quashed. Appeal (1003 MDA 2025) quashed. Appellant's application for extension of time to file reply brief granted. Case remanded. Jurisdiction relinquished.

President Judge Emeritus Bender joins.

Judge Bowes files a Dissenting Memorandum.

Judgment Entered.

A handwritten signature in black ink, reading "Benjamin D. Kohler", is written over a horizontal line.

Benjamin D. Kohler, Esq.
Prothonotary

Date: 9/04/2026