

APPENDIX A

IN THE SUPREME
COURT OF
PENNSYLVANIA
MIDDLE DISTRICT

CECELIAANYIKA-FRANCIS
,No.50MAL2022

Respondent

Applica
tion for
Reconsiderati
on

V.

YUSUFU ANYIKA,

ORDER

PERCURIAM

AND NOW, this 28th day of July, 2022, the
Application for Reconsideration is

DENIED.

A True Copy
as of 07/28/2022

Elizabeth E. Zisk

Attest

Chief Clerk

Supreme Court of Pennsylvania

Case #50 MAL 2022

On Appeal SUPREME COURT OF

PENNSYLVANIA

ORDER

(25th May 2022)

Denied

Yusufu Anyika-Appellant, v.

Cecelia Francis-Anyika-Appellees.

**IN THE SUPREME COURT OF
PENNSYLVANIA MIDDLE DISTRICT**

CECELIA ANYIKA- FRANCIS, Respondent	No. 50 MAL 2022
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Petition for Allowance of Appeal

from the Order of the Superior Court

v.

YUSUFU ANYIKA,

Petitioner

ORDER PER CURIAM AND NOW, this 25th day

of May, 2022, the Petition for Allowance of Appeal is

DENIED.

ORDER

**ON-PRECEDENTIAL DECISION - SEE
SUPERIOR COURT I.O.P. 65.37**

CECELIA ANYIKA- IN THE SUPERIOR
FRANCIS COURT OF
 PENNSYLVANIA

v

No. 377 EDA 2021

YUSUFU ANYIKA

Appellant

Appeal from the Decree Entered April 23,
2021

In the Court of Common Pleas of Delaware
County Civil Division at No(s): No. CV-2016-
003838

BEFORE: BOWES, J., STABILE, J., and
McCAFFERY, J.

MEMORANDUM BY McCaffery, J.:

FILED DECEMBER 14, 2021

Yusufu Anyika (Husband) appeals, pro se, from the divorce decree entered in the Delaware County Court of Common Pleas. Husband takes issue with the court's equitable distribution order, which divided

the martial property between him and Cecelia Anyika-Francis (Wife).¹ Husband also challenges the order holding him in willful contempt of court for failure to comply with the court's equitable distribution order.² Upon careful review, we affirm on the basis of the trial court opinion.

¹ Wife did not file an appellee's brief in this matter.

² As will be discussed in more detail below, Husband purports to appeal from the equitable distribution and contempt orders. The final, appealable order in divorce litigation, however, is generally the divorce decree. **See Wilson v. Wilson**, 828 A.2d 376, 377-78 (Pa. Super. 2003). We have corrected the (Footnote Continued Next Page)

Husband and Wife were married on November 27, 1999, and have two minor children. The trial court found the date of separation was May 2, 2016,³ when Wife filed a complaint in divorce. **See Trial Ct. Op.**, 6/4/21, at 1. Wife served the complaint upon Husband on May 25, 2016. In May 2018, the master filed a report and recommendation. Both parties filed

objections. The trial court then held a hearing de novo in December 2019, and issued an equitable distribution order, which included findings of fact and conclusions of law, on February 25, 2020.⁴ The court ordered that the parties' marital estate would be divided with Wife receiving 45% and Husband receiving 55%. This included marital assets (three properties in the Philadelphia area, four vehicles, and retirement saving accounts) and marital debts (a credit card in Wife's name).⁵ The court also withdrew Wife's claim for alimony and found she was not entitled to an award of counsel fees.

caption of Husband's appeal to reflect that his appeal is from the divorce decree entered on the docket, and sent to the parties, on April 23, 2021.

³ The parties also stipulated to this date. See Trial Ct. Op. at 11; **see also** N.T., 12/4/2019, at 9.

⁴ Husband filed a premature notice of appeal from the court's equitable distribution order, which this

Court quashed in a July 9, 2020, order. **See Order**, 7/9/20, Docket No. 1183 EDA 2020. **See also** Pa.R.A.P. 341(b)(1); **Fried v. Fried**, 501 A.2d 211 (Pa. 1985).

⁵ Relevant to this appeal, the court appointed an appraiser to assess the value of the real estate, and ordered that upon receipt of the appraisals, the parties were to decide whether to sell the property or buy other the other party's share at the appraisal value. **See Trial Ct. Op.** at 4-5. The parties were subsequently divorced from the bonds of marriage by decree dated November 8, 2020.

During this time, Wife filed a petition for contempt

and to enforce the equitable distribution order. A

hearing was held on November 6, 2020.

Subsequently, on January 29, 2021, the court

granted Wife's petition, finding that Husband was in

willful contempt of the court's equitable distribution

order by failing to cooperate with Wife to complete

the real estate transactions for all three properties.

See Order, 1/29/20. The court ordered that Husband

vacate the premises of one of the properties, that Wife

shall have sole control and authority over the sale of

all three properties, and that Husband shall

cooperate with the listing agent in connection with the sale of the properties. **See id.** The court also issued sanctions against Husband in the amount of \$3,000.00 for attorney's fees incurred by Wife as result of the ongoing contempt by Husband. **See id.** On February 16, 2021, Husband filed a pro se notice of appeal from the court's equitable distribution and contempt orders. The trial court directed Husband to file a timely Pa.R.A.P. 1925(b) concise statement of errors complained of on appeal, and he complied. Thereafter, the trial court issued an opinion pursuant to Pa.R.A.P. 1925(a) on June 4, 2021.

Preliminarily, we must address the timeliness of Husband's notice of appeal. **See** Pa.R.A.P. 903(a) (notice of appeal shall be filed within 30 days after an order is entered on the trial court docket); **see also Commonwealth Capaldi**, 112 A.3d 1242, 1244 (Pa. Super. 2015) ("We lack jurisdiction to consider untimely appeals, and we may raise such

jurisdictional issues sua sponte.”); **Affordable Outdoor, LLC v. Tri-Outdoor, Inc.**, 210 A.3d 270, 274 n.5 (Pa. Super. 2019) (quoting **Capaldi**).

There is no dispute that the notice of appeal for the contempt order was timely filed. However, in April of 2021, this Court received correspondence from the trial court, asserting, inter alia, that Husband’s appeal of its equitable distribution order was untimely because: (1) the divorce decree was entered on November 16, 2020; (2) the notice of appeal as to the equitable distribution order needed to be filed within 30 days of entry of the decree, which would have been December 16, 2020; and (3) Husband did not file his notice until February 2021. See Correspondence from Judge William C. Mackrides, 4/15/21, at 1-2 (unpaginated).

On April 21, 2021, this Court entered an order addressing the trial court’s analysis. Notably, we determined there were several procedural missteps

at the trial level that led to the court's erroneous conclusion regarding the timeliness of Husband's appeal. First, while the equitable distribution order was dated February 25, 2020, it was not entered on the trial court's docket until July 1, 2020. Accordingly, the July 1st date is the proper date for timeliness purposes. **See** Order, 4/21/21, at 1-2 (unpaginated). Second, although the trial court's docket revealed that the divorce decree was docketed on November 18, 2020, there was no Pa.R.C.P. 236⁶ entry indicating the date the decree was sent to the parties as required by the Pennsylvania Rules of Appellate Procedure. **See** Pa.R.A.P. 108(b) (date of entry of an order shall be the day on which the court makes the notation in the docket that notice of entry has been given as required by Rule 236); Pa.R.A.P. 301(a)(1) ("no order of a court shall be appealable until it has been entered upon the appropriate docket in the trial court"). Therefore, in our order, we

directed the Delaware County Office of Judicial Support (“OJS”) to properly enter the divorce decree on the trial court docket, and the trial court to send a copy of the updated trial court docket, demonstrating the decree’s recent entry on the docket, to this Court. We further stated that Husband’s appeal, filed prior to the divorce decree’s entry on the docket, was to be treated as timely filed. **See** Order, 4/21/21, at 2 (unpaginated).

This Court subsequently received an updated trial court docket on April 28, 2020. However, the OJS improperly backdated the Rule 236 notice of the divorce decree entry to November 18, 2020. Due to this breakdown at the trial court level, we entered a second order, on May 11, 2021, striking the court’s April 28th response. We then directed the OJS to send an updated

⁶ Rule 236 provides, in relevant part: “The

prothonotary shall note in the docket the giving of the notice[.]” Pa.R.C.P. 236(b).

trial court docket that demonstrated the divorce decree entry on the docket was dated **after** this Court’s April 21, 2021, order. **See** Order, 5/11/21. That same day, the OJS responded by filing an updated trial court docket, that correctly indicated a Rule 236 notice was entered on April 23, 2021, evincing the divorce decree was sent to the parties. Therefore, both matters are now properly before this Court.

Husband raises three issues on appeal:

1. Whether [the] court order dated [February 25, 2020] (signed July 2020) was fair and equitable taking into consideration evidence presented and testimony by both [Wife] and [Husband]. [Wife] clearly states and stipulated many times during trial [that] she had no involvement in the acquisition and maintenance of the [three] properties in question corroborating [Husband’s] statement and argument. This will render [Wife’s] percentage claim to these assets to be moot or at minimum negligible. This is further exacerbated because [Wife] was never a “house-wife” or “home

maker” as both parents worked full-time, each worked approximately 40[hours] per week and had separate and equivalent incomes at the end of the marriage. In addition[, Wife] entered the marriage in [November] 1999 making [ten dollars per hour] and left the marriage (May 2016) with [an] increased income earning . . . [\$85,000 per year], getting a nursing degree with [Husband]’s help during the marriage. Both parties agreed to this fact. [Husband] currently pays child support for [two] teenage children, and has been doing this for the last [five] years. During the marriage[,] both parents shared parenting duties as far as picking up kids, cooking, cleaning, [and] being there for them.

2. Date of Separation Real Estate Appraisal. [Husband] initiated [the] appraisal based upon [Pennsylvania] Rules. At a minimum[, Husband] should be given the opportunity to buy- out [Wife], once the true “date of appraisal” is determined during this appeal, if his percentage is not corrected. One main question for this appeal is what is the “date-of-appraisal.”
3. Whether [Husband] can be found

in contempt of court (order dated [January 29, 2021,]) when it is clear the initial court ruling on division of property was incomplete, unclear[,] and had errors. Furthermore[, Husband] was cooperative and made numerous attempts to rectify the situation through [a] motion to reconsider together with emails and phone calls to [Wife] (counsel) and testimony at the contempt hearing and evidence

[Husband] also initiated appraisal of the properties making all payments up front with trust that [Wife] will reimburse her portion to him. [Husband] still [has] not received his reimbursement.

Instead of sending monies to [Husband] after getting her copy of the appraisal report[, Wife] sent the monies to the appraiser knowing the payments were already made. [Husband] has spent the last [six months] trying to get the monies from the appraiser without success.

Evidence can be provided.

Appellant's Brief at 4-5 (emphasis and some capitalization omitted).

Prior to addressing Husband's substantive claims, we note the following:

[A]ppellate briefs and reproduced records must materially conform to the requirements of the Pennsylvania Rules of Appellate Procedure. Pa.R.A.P. 2101. This Court may quash or dismiss an appeal if the appellant fails to conform to the requirements set forth in the Pennsylvania Rules of Appellate Procedure. Although this Court is willing to liberally construe materials filed by a pro se litigant, pro se status confers no special benefit upon the appellant. To the contrary, any person choosing to represent himself in a legal proceeding must, to a reasonable extent, assume that his lack of expertise and legal training will be his undoing.

Commonwealth v. Adams, 882 A.2d 496, 497-98

(Pa. Super. 2005) (some citations omitted). **See**

Branch Banking & Tr. v. Gesiorski, 904 A.2d 939,

942 (Pa. Super. 2006) (same). As such, we cannot

serve as Husband's counsel and litigate his claims

for him.

Initially, we note Husband filed a nine-page concise statement that

included more than 28 issues, which the trial court described as "written in a disorganized, narrative format, often containing unnecessary background information and commentary." Trial Ct. Op. at 8. Nevertheless, the court was able to discern and

address the following issues: (1) the court erred in “its valuation and distribution of the marital assets and assignment of percentages to the parties[;]” (2) the court erred because “it did not include additional marital debt incurred by him and he should be given credit for the same[;]” (3) the court erred in including the Teva Pharmaceutical Retirement Account in the list of marital assets; (4) the court erred by not including additional assets that were attributable to Wife in the marital asset list, including her bank account and vehicle; and (5) the court erred in entering its contempt order based on the date of separation for the appraisal and because Husband was compliant with the order by contacting and paying for the appraisal. **Id.** at 8, 26, 27, 28, 31.

Moreover, Husband’s pro se brief is similar in nature to his concise statement as it is disjointed, and difficult to decipher his arguments. **See** Appellant’s Brief at 12-18. Husband’s brief also fails to conform to several of our appellate rules. For example, it does

not include a statement of jurisdiction or a statement of the scope of review and the standard of review. **See** Pa.R.A.P. 2111(a)(1), (3). It also does not point to the order or other determination in question. **See** Pa.R.A.P. 2111(a)(2). Furthermore, with the exception of a few citations to 23 Pa.C.S. §§ 3502 (equitable division of marital property), 3505 (disposition of property to defeat obligations), and 3506 (statement of reasons for distribution), the brief provides no citations to legal authority. **See** Pa.R.A.P. 2119(b). Lastly, the argument section of the brief is not divided into as many parts as there are questions presented. **See** Pa.R.A.P. 2119(a). Such deficiencies could result in quashal or dismissal of Husband's appeal. **See** Pa.R.A.P. 2101. Nevertheless, because we are able to glean the nature of his arguments from the brief, we will proceed to examine the merits of his claims.

As noted above, Husband challenges both the equitable distribution and contempt orders. “Our standard of review when assessing the propriety of an order effectuating the equitable distribution of marital property is whether the trial court abused its discretion by a misapplication of the law or failure to follow proper legal procedure.” **Brubaker v. Brubaker**, 201 A.3d 180, 184 (Pa. Super. 2018) (citation omitted).

This Court will not find an abuse of discretion unless the law has been overridden or misapplied or the judgment exercised was manifestly unreasonable, or the result of partiality, prejudice, bias, or ill will, as shown by the evidence in the certified record. In determining the propriety of an equitable distribution award, courts must consider the distribution scheme as a whole. We measure the circumstances of the case against the objective of effectuating economic justice between the parties and achieving a just determination of their property rights.

Moreover, it is within the province of the trial court to weigh the evidence and decide credibility and this Court will not reverse those determinations so long as they are

supported by the evidence.

Id. (citation omitted).

As for contempt orders, our standard of review is limited: “When considering an appeal from an [o]rder holding a party in contempt for failure to comply with a court [o]rder, . . . we will reverse only upon a showing the court abused its discretion.”

Habjan v. Habjan, 73 A.3d 630, 637 (Pa. Super. 2013) (citations and quotation marks omitted).

After a thorough review of the record, the parties’ briefs, the relevant law, and the well-reasoned opinion of the trial court, we conclude there is no merit to Husband’s issues, and we affirm on the basis of the court’s opinion. **See** Trial Ct. Op. at 7-35 (finding: (1) both parties were credible; (2) based on the specific circumstances before the court — including that Wife contributed to the marriage and family both financially and physically and Husband reaped the benefit of Wife’s increased earning

capacity as a nurse as result of receiving her nursing degree and working as a nurse — the court determined it did not abuse its discretion in distributing the marital assets as it did with Wife receiving 45% and Husband receiving 55% of the marital estate; (3) as for the properties, the parties stipulated that the court would appoint an appraiser to determine the value of the properties and then the parties would decide to either sell the property or buy out the other party's share; (4) Husband failed to present any credible evidence concerning the amount of marital debt that he may owe at the equitable distribution hearing, and his attempt to supplement the record with such evidence in his March 23, 2020 motion for reconsideration was inappropriate; (5) Husband's argument that the court erred by including his Teva Pharmaceutical Retirement Account in marital

assets was without merit because Husband liquidated approximately \$27,979.66 in May 2016 without the consent of Wife or the permission of the court; (6) the court did not err by failing to include Wife's bank account in the marital assets because neither Wife nor Husband presented any credible evidence concerning the value of the bank account, and Husband raised the issue of Wife's newly-discovered JP Morgan Chase retirement account for the first time in his concise statement; (7) the court did not err by failing to include Wife's automobile in the marital assets where it found Wife's testimony that she did not own a car during the marriage credible; (8) Husband's argument concerning the appraisals of the property and the contempt order was misleading and without merit where, at the equitable distribution hearing, the court and the parties discussed the value of the

marital properties and two appraisals that had been conducted in 2016 around the time the parties separated and although Husband referenced comments by the court concerning the date of separation values, the trial court clarified that the court appraisal would be done as is appropriate for equitable distribution based on present value,⁷ and Husband offered no explanation for his noncompliance

⁷ A review of the November 6, 2020, contempt hearing reveals Husband had attempted to postpone the sale of the properties for nine months, he failed to cooperate with the listing agent, and he had not vacated all the properties. There was no evidence presented that the contempt finding was based on his failure to pay for the appraisals. See N.T., 11/6/20, at 13.

with the equitable distribution order other than he disagreed with it and intended to appeal it). Accordingly, we do not disturb the trial court's

determinations as Husband's arguments are unavailing.

We conclude by referring to the trial court's final commentary regarding

Husband's pro se status:

This Court is of the opinion that many of [Husband's] seeming objections to the Equitable Distribution Order. . . and Contempt Order. . . stem from his many misunderstandings and extreme subjective characterizations which continued almost unabated without the benefit of counsel to temper his inclinations, focus his arguments and foster his presentation of evidence. This dilemma was further solidified by his refusal to hire an attorney, because of his belief that they were "all crooks," and his extreme views about his spouse, that she deserved to receive nothing from the marriage, thereby trivializing any contribution she made to the approximately seventeen (17) year marriage. Though the Court cautioned [Husband] about his often incongruent statements and misinformation about legal procedure in presenting his case at the trial of this matter, that he must present **all** of his evidence, the Court stating at one point, "I'm really concerned about whether or not you're competently . . . presenting a case for yourself. . . . Maybe you should deal with the properties and . . . make sure that . . . before we're done, get me copies of . . . any documentation. . . [.]

Well, but we're not here to do all the history. We're here for equitable distribution[.]” [Husband’s] presentation was disjointed and inconsistent, [Husband] even acknowledging at one point, [“]Your Honor. I’m not a lawyer. So, all right.” Yet [Husband] refused the assistance of counsel, giving a litany of reasons for his extreme distrust of attorneys. Though offering assistance to [Husband] in many instances in an attempt to focus the ‘stream of consciousness’ presentation of his case, ie. introduction of evidence, the Court is not permitted to try [Husband]’s case for him. In this regard, and as stated infra, following the trial, and the Court’s Equitable Distribution Order . . . [Husband] filed a Motion for Reconsideration . . . to which he attached approximately 125 pages, some of them being credit card and financial documents, contending that certain marital debt should be considered by the Court, with the mistaken belief that he would be permitted to

supplement the trial record in this manner. [Husband]’s self- acknowledged ignorance of the law and of the rules of evidence is not an excuse for his not following procedural rules of court and the Court’s Orders. Furthermore, at one point, [Husband] seems to contend that there was a term in the Equitable Distribution Order that was impossible for him to follow, in reference to an IRS refund check, “The order says something about the IRS check that we’re supposed to split.” In fact, when questioned as to what he was specifically referring to, [Husband] pointed to a portion of the Court’s

Equitable Distribution Order summarizing trial testimony, and not to any portion of the Order governing or directing the split of assets by the parties.

Trial Ct. Op. at 34-35 (record citations omitted).

We direct that a copy of the trial court's June 4, 2021, opinion be filed along with this memorandum and attached to any future filings in this case.

Decree affirmed.

Superior Court Case No. 377 EDA 2021

IN THE

SUPERIOR COURT OF PENNSYLVANIA

TERM 2021

Yusufu Anyika,

v.

Cecelia Francis,

Petitioner,

Respondent,

ON WRIT OF CERTIORARI TO THE
PENNSYLVANIA COURT OF APPEALS FOR THE
32ND JUDICIAL DISTRICT, DELAWARE COUNTY
COURT OF COMMON PLEAS.

(Case: 2016-003838)

BRIEF FOR THE PETITIONER

YUSUFU ANYIKA, PRO-SE
PETITIONER:

Name/Signature/Date _____

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QUESTIONS PRESENTED

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**On the Issue of Distribution of Marital
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**On the Issue of Contempt of Court (29th Jan
2021):**

SUMMARY OF THE ARGUMENT

**Matter 1 - Judgement on Distribution Order
filed on 01JUL2021 (55)**

**Matter 2 - Judgement on Hearing (Contempt of
Court) filed on 29th Jan 2021**

CONCLUSION/RELIEF

ATTACHMENTS/REFERENCES (included)

QUESTIONS PRESENTED

Note: going forward the Court Record # is **(bold)**

The basis of this Appeal is grounded on testimony and evidence presented as listed in the Civil Docket Report generated on 08JUN2021 at 2:36pm. (See **Attachment #1** for list)

1. Divorce pre-trial hearings **(29)**
2. Discovery Order **(25)**
3. Equitable Distribution Trial Transcript **(47)**
4. Defense Summary Trial Statement **(76)**
5. Distribution Order **(55)**
6. First Appeal 1183 EDA 2020 **(54)**
7. Post-trial hearings **(61)**
8. Motion to Reconsider **(49)**
9. Defense Relief Summary Statement for Contempt **(77)**
10. The two Common pleas Court Judge Orders **(61 and 55)**

Main issue is the distribution percentage which did not follow 2010 Pennsylvania Code Title 23 - DOMESTIC RELATIONS, did not include assets presented in Discovery, mathematical errors in the Final Order compounded with exclusion of assets that should be removed. Eg The Court acknowledge portions of the defendant 401k was used during the marriage but later erroneously included that said portion of the asset during distribution. That asset should have a zero (\$0) value during distribution

Furthermore, the Court did not enter into evidence the sub-paeaned bank account for the plaintiff (29) which totaled about \$8,500, and an automobile acknowledge by the plaintiff to be owned by her valued to be about \$4,500. These were items amongst others requested by the Discovery Order. This resulted in numerical and distribution errors by the Court.

Main questions:

- I. Whether Court Order dated **25th Feb 2020 (signed July 2020)** was fair and equitable taking into consideration evidence presented and testimony by both Plaintiff and Defense. Plaintiff clearly states and stipulated many times during trial she had no involvement in the acquisition and maintenance of the 3 properties in question corroborating the

defense statement and argument. This will render the plaintiff percentage claim to these assets to be moot or at minimum negligible. This is further exacerbated because the Plaintiff was never a “house-wife” or “home maker” as both parents worked full-time, each worked approximately 40/hrs per week and had separate and equivalent incomes at the end of the marriage. In addition the Plaintiff entered the marriage in Nov1999 making \$10/hr and left the marriage (May2016) with increased income earning, making 85,000/yr, getting a Nursing degree with Mr Anyika’s help during the marriage. Both parties agreed to this fact. Mr Anyika currently pays Child Support for 2 teenage children, and has been doing this for the last 5 years. During the marriage both parents shared parenting duties as far as picking up kids, cooking, cleaning, being there for them.

- II. Date of Separation Real Estate Appraisal. Defense initiated appraisal based upon Pa Rules. At a minimum the defense should be given the opportunity to buy-out the plaintiff, once the true “date of appraisal” is determined during this appeal, if his percentage is not corrected. One main question for this appeal is what is the “date-of-appraisal”.

III. Whether Mr Anyika, the defense, can be found in Contempt of Court (**Order dated 29th Jan 2021**) when it is clear the initial Court Ruling on division of property was incomplete, unclear and had errors. Furthermore Mr Anyika, was cooperative and made numerous attempts to rectify the situation through Motion to Reconsider together with emails and phone calls to the Plaintiff(counsel) and testimony at the contempt hearing and evidence presented to the Judge (77). Mr Anyika also initiated appraisal of the properties making all payments up front with trust that the plaintiff will reimburse her portion to him. Mr Anyika still have not received his reimbursement. Instead of sending monies to Mr Anyika after getting her copy of the appraisal report plaintiff sent the monies to the appraiser knowing the payments were already made. Defense has spent the last 6 mths trying to get the monies from the appraiser without success. Evidence can be provided.

TABLE OF AUTHORITIES

Constitution, statutes, and rules:

2010 Pennsylvania Code

Title 23 - DOMESTIC RELATIONS

Chapter 35 - Property Rights

Section 3502. Equitable division of marital property.

(a)

(a) (5)

(a) (6)

(a) (7)

(a) (9)

(a) (11)

3504. Disposition of property after termination of marriage.

Section 3504 (b)

(1) (i), (ii),

(2) (ii),

(3)

3506. Statement of reasons for distribution.

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LIST OF ATTACHMENTS

(Court Records ID in bold [included in this Packet or Uploaded])

1. Civil Docket Report generated 06-08-2021 @ 2:36pm **(80)** [attached]
2. Discovery Order **(25)** [attached]
3. Equitable Distribution Trial Transcript **(47)** **[uploaded]**
4. Defense Summary Trial Statement **(76)**..... **[attached]**
5. Distribution Order **(55)** [attached]
6. First Appeal 1183 EDA 2020 **(54)** **[uploaded]**
7. Motion to Reconsider **(49)**..... **[attached]**
8. Defense Relief Summary Statement for Contempt **(77)** [attached]
9. The two Common pleas Court Judge Orders **(61 and 55)**.....**[uploaded and attached]**
10. CD Recording - for Contempt Hearing on dated 29JAN2021.....**[attached]**
11. Cover page Real Estate Appraisal Report.....**[attached]**

12. Deed to 18 East Essex Ave Lansdowne Pa
19050....**[attached]**

13. CD Recording- Equitable Distribution Trial
.....**[to be uploaded]**.

STATEMENT OF THE CASE

This Appeal is for the two Judge's Orders dated 29th Jan 2021 and 25th Feb 2020. The two matters are related and connected.

On the Issue of Distribution of Marital Property Order (25 February 2021):

The facts, dates and testimony will demonstrate that Order was unreasonable, erroneous and irrational and therefore difficult to follow or enact.

Reconsideration and attempts at conferencing was denied. Request to clarify was also denied which led contempt filing, the 2nd matter. A sound and substantial basis does not exist to support the trial court judge's decision.

On the Issue of Contempt of Court (29th Jan 2021):

The facts, dates and testimony will demonstrate that Contempt of Court (date 29th Jan 2021) is erroneous and underserved.

The opening statement by the Plaintiff claimed that the Defense was uncooperative and should be found in contempt and counsel for the plaintiff also stated that the appraisal was carried out incorrectly. That is false. Over fifteen (15) email correspondence/phone logs between the Defense and Plaintiff will show the defense was very corporative and willing to resolve the issues and concerns. In addition if the plaintiff did not like the appraisal they were welcome to contact the appraiser and pay up front for another like Mr Anyika and back charge Mr Anyika. Mr Anyika followed Discovery Order by Master Lawlor and Pa Rules which states date separation is the required date.

The facts are the defense, Mr Anyika, was the one who initiated matters to resolve the issues and errors that the Courts hesitant. It is alarming that Court would say, quote: "I need to follow an Order" even when it does not make sense. The defense filed a Motion to Reconsider to work through the issues and to resolve the discrepancies in the Judge's Order. Trial Court testimony will show the defense was the one that requested a court appointed Appraiser. The Defense was the one who, within one week of the order, contacted the court appointed appraiser to get the appraisal started.

The defense paid the full appraisal fees upfront and is still awaiting reimbursement. The plaintiff claim she sent the reimbursement to the appraiser.

After completing the appraisal, the defense requested that both parties meet to calculate the final numbers on division of property. See emails presented and phone logs. The plaintiff claimed to be unhappy with the appraisal. If the plaintiff was unhappy with the appraisal they had an option to request and pay for a new appraisal.

SUMMARY OF THE ARGUMENT

The basis on claim to errors are grounded on testimony and evidence presented at the divorce pre-trial hearings, trial, post-trial hearings, requested Summary Trial Statement, the two orders, Discovery and more.

There are certain sections of the Order(s) that could not be followed because it was illogical and impossible to execute. A Judges Reconsideration was asked for to clarify these issues. In addition, there were contradictions in the Order(s) and violations to Title 23

Order/Matter 1 – Trial Order signed on 25th Feb 2020

The judge applied the wrong rule or “legal standard” to the facts in this case. Errors were found in applying rules to Title 23. The sections that were not followed are:

Section 3502. Equitable division of marital property.

(a)

(a) (5)

(a) (6)

ARGUMENT

The facts of the case and/or the evidence introduced in the trial court do not support the Judge's decision

Matter 1 - Judgement on Distribution Order filed on 01JUL2021 (55)

1. What date should the appraisal be based upon? Whether the appraisal values of the three (3) properties should be based upon Date of Separation as outlined in Discovery and also in Statute **Chapter 35 Property Rights 3505 (b) (1) (i)**
2. Were there attempts at communication. Exhibits show attempts and communication between Defense and Counsel, Mr Pagnanelli, to resolve the issues. Motion to Reconsider was also filed in 2020 by the Defense to go over the discrepancies in the initial Court Ruling.
3. Receipt from Court appointed appraiser (Mr Barrone) shows the Defense contacting

appraiser within a few days after getting the ruling time to obtain an appraisal within the stated time frame. Cooperating with the Court Order. After obtaining appraisal both parties talked about what should be included and which is the correct amounts (77). This was to be addressed at the Motion for Reconsideration and also during the Contempt Hearing. These discrepancies were further yet ignored.

4. The Defense paid for the appraisal up front out of pocket and is requesting reimbursement of 50% of the money paid for the appraisal. Defense still have not received his reimbursement. The Plaintiff claims the defense did. We need to resolve this.
5. Courts have not addressed the debts, house mortgage and tax payments and liens owed prior to Date Of Separation (DOS). **Ref 3505 (b)(3)**. The Defense request credit for all debts payments made towards debts prior to the date of separation but paid after the Date of Separation ie back taxes to avoid Sheriff , including mortgages. **Ref- 3505 (b)(3)**.
6. Consequently, it is also illogical that the appraisal values be current because all taxes and debt **AFTER** the DOS needs to be

included which is a separate matter to item #5 above. The net value can be astronomical.

7. Once the above issues are resolved the Defense request and should have the right to “buy out” the plaintiff if there is any money owed towards the plaintiff which is very unlikely if rights to percentage is enacted and enforced. Keeping in mind Plaintiff testified and stipulated throughout the Trial that she played no part in the acquisition, preservation, depreciation, or appreciation of the marital property – **3502 (a) (7)**
8. **“3506. Statement of reasons for distribution.”** Courts have not provided reason for distribution, keeping in mind stipulation during the Trial. See #7. above. Defense request 100% or maximum possession of three (3) Real Properties based upon Plaintiff’s admission and stipulation at Trial or at least the option to buy out at a reasonable value based on correct appraisal value ie DOS. This was previously stated in the Defense Relief memo to the courts – Attachment #9.
9. 25th Feb 2020 Courts Ruling, attachment #5, pg 8 states “since” separation. All liens and liability due BEFORE date of separation but

should be included. Including mortgage payment. The Defense should be credited for such. The defense request for this credit was ignored. Per **3505 (b) (3)**.

10. 25th Feb 2020 Courts Ruling pg 20 states withdrawal of monies, TEVA Pharmaceutical, was used during the marriage. The resulting value at the Date Of Separation is **\$0**. There was a discrepancy later on in the ruling where this value was not removed in the assets. Court acknowledges defendant G & W 401k was used during the marriage with DOS value at \$0 as mentioned in the Ruling. See Judges Ruling page 10 section 33

11. All the plaintiffs, Cecelia Francis-Anyika assets presented during the Trial and discussed during Discovery were not included in the Ruling dated 25th Feb 2020. Eg Plaintiff's bank account and automobile. This discrepancy needs to be resolved. **3505 (b)(3)**.

12.. Defense Request Date of Separation be used according to section **3505(b)(1)(i)** and **Discovery Order** by Master Lawlor.

13. The first and most critical request is apply **Chapter 35 sections 3502 and 3506** and of

course Discovery by Master Lawlor. All assets and liabilities/debt need to be considered and included. Section 3502 part (a) **“The Court may consider each marital asset independently and apply a different percentage to each asset independently”**. The Plaintiff (Mr Pagnanelli) has clearly **Stipulated in several instances (see sections) during the Trial that the defense Mr Anyika was solely responsible for acquisition, preservation, depreciation, or appreciation of the marital property.**

14. In addition Mr Anyika was a **“homemaker”** 50% of the time since both parties worked and no spouse “stayed at home” and they shared responsibility for the children. Eg Mr Anyika provided proof of paying private school tuition. Ms Francis was essential out the house Friday to Monday since she worked on weekends and went straight to bed after work to prepare for the next day of work (12hr shifts). Mr Anyika had a normal 8am-5pm job and was home every day at normal time. Sometime Ms Francis worked overnight on weekdays so Mr Anyika was responsible for getting the kids to bed and to school which he enjoyed.
15. Although there are no mortgage on some of the properties Mr Anyika sets aside about \$800/mth for yearly taxes which is equivalent to a mortgage. These have to be paid or the

house will go to Sheriff Sale. The defense cannot allow that to happen since he invested so much time and money. Ms Francis has NEVER paid any of these in the past due taxes and never volunteered currently to help out. These taxes have been paid by Mr Anyika many times while these divorce proceedings have been ongoing. There were back taxes prior to DOS. These have been paid off by Mr Anyika, after the DOS and needs to be reimbursed and/or included as debt/liability according to the Rule. Defense is in just as much financial compromise as Plaintiff and like most Americans. But he has the right to make his own decisions as he has in the past acquiring the properties.

16. Assets not included was the plaintiffs automobile which she testified to owing, her bank account which was subpoenaed and a recent JP Morgan Chase account which is speculated to have a balance of greater than > \$50,000. The subpoenaed FMFCU bank account shows every month ~\$2000 transferred from her account to an unknown financial account. That money could not be traced to where it was going. Speculation is it is the JP Morgan Chase account which was recently discovered. On page 51 on the Trial Transcript the Plaintiff claimed she withdrew \$40,000 when she was fired from her job for insubordination. At the next hearing she claimed she withdrew another \$20,000. That is a total of \$60,000. The balance in her 403b

was ~\$48,000. This is greater than what is in the 403b. Defense is speculating there are other hidden saving accounts. All Plaintiff banks accounts and other assets is required to be included per Discovery Order.

Note: going forward Page XX refers to pages from the Divorce Trial Transcript (47)

17. Page 40 Ms Francis, The Plaintiff claims she has no other retirement assets other what was in discovery. Her subpoenaed banks account of ~\$8000 and her newly discovered JP Morgan Chase retirement account was not included in her assets. These should be included.
18. Trial Exhibits W-1 and W-2 - reviewing the Unemployment codes presented in W-1 and W-2 shows the Plaintiff had a insubordination problem at her job and when fired she refused employment when offered through the Unemployment Insurance Commission. She was denied compensation because of the UIC rule. It is not the Defense fault if the Plaintiff has an attitude problem and refused to take a job offered to her by the Pennsylvania UIC. The defense should not be responsible for the plaintiff distress especially if she is unwilling to take a job offered and has insubordinate problems. The UIC document was presented on the date of the Trial and the Defense did not have enough

time to research the UIC Codes. So no argument could be made to exclude. Her financial distress should NOT have any relevance especially if the plaintiff is “selective” to jobs offered.

19. Page 156- Mr Anyika testified and summed up his marital debt about \$80,000. These debts needs to be detailed and included per Discovery especially when a mortgage and property back taxes are involved.
20. Page 157 - Mr Anyika provided Exhibit Deed ID# H-5 showing his name only is on the initial Deed on Essex.
21. Page 161 - Defense , Mr Anyika, Object to the sale of any of his property. He put his money, time and energy into acquiring and maintaining these properties.
22. Page 160 - The Plaintiff objected to any prior appraisal being used. Yet, filed a Petition for Contempt for an appraisal that was done on time by Mr Anyika by a Court appointed appraiser requested by Mr Anyika. This makes no sense.
23. Page 161 - Defense , Mr Anyika, objects to the sale of any of his property.
24. Page 165 - Court confirmed (date of Separation) DOS is appropriate for appraisals. In line with the Rule. Now, the Plaintiff argument is it should not be the DOS but

current date. The Courts later changes it's Order in contradiction to DOS.

25. Page 178 - IRS Check (for 2013 filed in 2016)), >\$6696, was discussed. The plaintiff knew she had already refiled as Single and the issue became moot. Unknowing to Mr Anyika, she got a refund check while filing single and never told the court that during the trial. This was discovered by Mr Anyika AFTER the Trial. Mr Anyika contacted the Plaintiff to resolve this issue within the Judge's Order and also included it in his Reconsideration. This was ignored and Petition to Reconsideration denied and no conference took place to resolve the matter.
26. Page 202 - Defense suggested Plaintiff had hidden accounts since she contributed no financial help to the household and only had approximately \$8,000 in her saving account at DOS. Plaintiff subpoenaed bank account shows \$2000 withdrawn every month and sent to an unknown account. Defense suggest this is the recently discovered JP Morgan Chase account owned by the Plaintiff.
27. Plaintiff entered the marriage with a GED diploma earning ~\$10 per hour but as of DOS plaintiff was making as much as \$85,000/yr with a RN degree obtained several years into the marriage but before DOS. Defense should be credited for the earning power of the Plaintiff since he carried the financial load during the marriage. **Chapter 35.** Defense

was responsible for Plaintiff increased earning power during the marriage and is now gainfully employed making up \$85,000/year.

3502(a)(4). The plaintiff was a financial drain on the defense during the marriage. With this financial “drain” removed the Defense can accomplish what he wants to.

28. Page 207- Mr Anyika stated the **mortgage value on Upland St property** which as of DOS was about \$22,000. This mortgage is with Franklin Mint Federal Credit Union in Mr Anyika’s name. Mr. Anyika also disclosed the back taxes (prior to DOS) owed on all his properties. Most of which have since been paid off. Mr Anyika should be credited for payments owed for prior to DOS.
29. Page 212 - Court states it will do it’s best to sift through everything and be fair but with application of the law (**Rule**). There are errors that needs to be corrected.
30. Page 213 - Court states it will consider buy out of properties...if applicable. In this case if the Plaintiff stipulated no involvement in acquisition then buyout may be moot and defense should be correctly granted 100%. In short according the law, all assets shall be **“determined independently based upon the acquisition, preservation, depreciation, or appreciation of each parties”**

Matter 2 - Judgement on Hearing (Contempt of Court) filed on 29th Jan 2021

Found in Contempt is undeserved and erroneous. The facts, dates and testimony will demonstrate that.

The opening statement by the Plaintiff claimed that the Defense was uncooperative and should be found in contempt. This is false. Over fifteen (15) Email correspondence and phone logs between the Defense and Plaintiff (Attachment #9) will show the defense was very corporative and willing to work out the issues.

The fact is the defense, Mr Anyika, was the one who initiate matters to resolve the issues and errors that the Courts would not. The defense asked for Reconsideration to resolve the errors with the Court. The defense was the one that requested a court appointed Appraiser. The Defense was the one who, within one week of the order, contacted the court appointed appraiser to get the appraisal started.

The defense paid the full appraisal fees upfront and is still awaiting reimbursement from the plaintiff. The plaintiff claim she sent the reimbursement to the appraiser. There is one way to resolve this. The defense took the loss but requested that both parties meet to calculate the final numbers on division of property after the appraisal was complete. See emails presented and phone logs. The plaintiff

claimed to be unhappy with the appraisal. If the plaintiff was unhappy with the appraisal they were free to have requested and paid for a new appraisal and/or contacted the appraiser to obtain one with a current date and then back charge the Defense. They could have requested a conference to clarify the date.

The CONTEMPT allegation is really a travesty and outrageous given the “fact” that the appraisals were done within the time-frame and followed the **Rule** (3502 – Date Of Separation) and Discovery by Master Lawlor (which also proposed DOS). See appraisal request from Mr Barone with dates which is prior to the deadline. Also see another prior appraisal from Ms Chambers done in 2017. Mr Anyika is still awaiting his 50% reimbursement of the appraisal from the last appraisal. Mr Anyika is open for the Courts to contact Mr Barone for verification. The defense questions the integrity of some attorneys when the Plaintiff/lawyers can overtly lie while under oath. If the appraisal was completed in a timely manner it is puzzling where there is willful contempt. Whether the appraisal can or should be used is another matter without Mr Barone being on the witness stand as the Plaintiff /Mr Pagnanelli claimed during the Trial.

A few of the items in the Court Ruling could not be followed since it irrational and a Hearing/Conference was asked for to clarify and Reconsider. The

Plaintiff/Attorney was contacted many times to discuss without any headway. See attachment #8. Eg The Plaintiff testified in Trial Court (Dec 4th 2019) that the defense obtained and spent a joint IRS Refund, which was not true since Mr Anyika currently has the uncashed check. The Plaintiff knew fully well at the Trial she had already refiled as single and received her IRS refund. Plaintiff then feigned financial distress and painted the defense in bad light. Defense could not give his a portion of the check, as the Judge Ordered, for several reasons. First, Plaintiff refiled as single unknowing to the Defense and second, the Defense in turn will need to refile also as single instead of married joint. This makes that part of Court Ruling moot. There is no Contempt.

Page 160 of Trial transcript - The plaintiff objected to any appraisal prior appraisal being used. Yet, petitions for contempt for an appraisal that was done on time by Mr Anyika by a Court appointed Appraiser.

Page 165 of the Trial transcript - Court confirmed DOS is appropriate and correct for appraisals. If that is the case contempt is illogical and moot.

CONCLUSION/RELIEF

A “sound and substantial basis” does not exist to support the Trial Court Judge decisions. The lower

Court applied the wrong rule or “legal standard” to the facts of the case.

- A. I request that this Court (Superior) reverses or correct this decision by the Common Pleas Court. A new Trial is also an option.
- B. The correct decision based upon testimony and evidence is at least 80% if not 100% of Real properties in dispute should be allocated to the Defense.
- C. Inclusion of all marital debt and mortgages per Discovery Order and Pennsylvania Rule on Distribution of Marital Property.
- D. Inclusion of assets from both parties eg subpoenaed bank account and plaintiff car as stated in the Discovery Order and Trial testimony.
- E. The Contempt of Court should be moot and no Attorney Fees enacted since legal standards by the Plaintiff was not upheld, the defense was cooperative and followed what was stated in the Discovery Order and Rule compounded by the impossible orders that could not be followed eg IRS check refund issue.
- F. Deny and/or reverse any order for sale of any properties which is not warrantied when there are on-going issues and there are other options.

- G. Date of Separation (May2016) should be used as the line of demarcation which is reasonable and makes sense there are unclear activities and payments AFTER the DOS was which has yet to be tabulated and quantified.
- H. Contradictions within the Order eg see # I. Monies used during the marriage was later included as assets to be divided.
- I. All monies used DURING the marriage should be duly noted and corrected ie \$0 from one of the Defense 401K. The other 401K value is acceptable.
- J. The Defense should be credited for all debt paid for PRIOR to the DOS but paid AFTER the DOS. These included mortgages and credit card debt, back taxes etc.

ATTACHMENTS/REFERENCES (included)

(Court Records ID No. in bold [included in this Packet or Uploaded])

- 1. Civil Docket Report generated 06-08-2021 @ 2:36pm **(80)** [attached]
- 2. Discovery Order **(25)** [attached]
- 3. Equitable Distribution Trial Transcript **(47)** [uploaded]

4. Defense Summary Trial Statement (76).....
[attached]
5. Distribution Order (55) [attached]
6. First Appeal 1183 EDA 2020 (54)
[uploaded]
7. Motion to Reconsider (49)..... [attached]
8. Defense Relief Summary Statement for
Contempt (77) [attached]
9. The two Common pleas Court Judge Orders
(61 and 55).....[uploaded and attached]
10. CD Recording - for Contempt Hearing on
dated 29JAN2021.....[attached]
11. Cover page Real Estate Appraisal
Report.....[attached]
12. Deed to 18 East Essex Ave Lansdowne Pa
19050....[attached]
13. CD Recording- Equitable Distribution Trial
.....[to be uploaded].

APPENDIX C

Court of Common Pleas Delaware County

Pennsylvania

- CV-2016-003838

STATEMENT OF ERRORS

IN THE COURT OF COMMON PLEAS OF

DELAWARE COUNTY, PENNSYLVANIA

<p><u>Ms. Cecelia</u></p> <p><u>Francis-Anyika :</u></p> <p>Plaintiff, :</p> <p>v.</p> <p><u>Mr. Yusufu</u></p> <p><u>Anyika:</u></p> <p>Defendants.</p>	<p>Court ORDER(S) Dated:</p> <p>1. No. 2016-3838,</p> <p>Dated 29th</p> <p>Jan2021</p> <p>2. No. 2016-3838,</p> <p>Dated 1st July</p> <p>2020, signed 25th</p>
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	Feb 2020. Trial 4thDEc2019
statement of errors complained of on appeal (Rule 1925 (b) (3) (ii))	

_____ Date_____

Yusufu Anyika,

18 E. Essex Ave Lansdowne Pa 19050, Cell-610 203

4894 ,

Email: yanyika@rcn.com

This is the Statement Of Errors Complained Of On

Appeal of the following two orders dated 29th Jan

2021 and 25th Feb 2020. The two matters are

related and connected.

The basis on claim to errors are grounded on

testimony and evidence presented at the divorce pre-

trial hearings, trial, post-trial hearing, requested

Summary Trial Statement, the two orders, Discovery

and more.

There are certain sections of the Order(s) that could

not be followed because it was illogical and

impossible to execute. A Judges Reconsideration

was asked for to clarify these issues. In addition,
there were contradictions in the Order(s) and
violations to Title 23.

Order/Matter 1 – Trial Order signed on 25th Feb
2020. Trial 4th December 2019.

Errors were found in applying rules to Title 23. The
sections that were not followed are:

Section 3502. Equitable division of marital property.

Details to follow.

(a)

(a) (5)

(a) (6)

(a) (7)

(a) (9)

(a) (11)

Section 3504 (b)

(1) (i), (ii),

(2) (ii),

(3)

Section 3506

Details

The errors are as follows:

31. The date for appraisal. The appraisal values

of the three (3) properties should be based

upon Date of Separation as outlined in

Discovery and also in Statute **Chapter 35**

Property Rights 3505 (b) (1) (i).

32. There several communications between

Plaintiff and defense to resolve matters.

Exhibits show attempts and communication

between Defense and Counsel, Mr Pagnanelli

to resolve the issues. Motion to Reconsider

was also filed in 2020 by the Defense to go

over the discrepancies in the initial Court

Ruling.

33. Receipt from Court appointed appraiser (Mr

Barrone) shows the Defense contacting Court

appointed appraiser within a few days after

getting the ruling to meet the timeline

stipulated by the order. After obtaining appraisal both parties talked about what should be included and which is the correct amounts. This was to be addressed at the Motion for Reconsideration and also during the Contempt Hearing. These discrepancies were further yet ignored.

34. The Defense paid for the appraisal up front out of pocket and is requesting reimbursement of 50% of the money paid for the appraisal as stated by the Courts. Defense still have not received his reimbursement. The Plaintiff claims the defense did. We need to resolve this.

35. Courts have not addressed the debts, house mortgage and tax payments and liens owed prior to DOS. **3505 (b)(3)**. The Defense request credit for all debts payments made towards prior to the date of separation but paid after the Date of Separation, including mortgages This should also include credit card debts by defense and personal income taxes owed as stated in the Reconsideration. These are debt owed PRIOR to DOS . **3505 (b)(3)**.

36. Once the above issues are resolved the Defense request and should have the right to

“buy out” the plaintiff if there is any money
owed towards the plaintiff. Keeping in mind
Plaintiff testified and stipulated throughout
the Trial that she played no part in the
acquisition, preservation, depreciation, or
appreciation of the marital property – **3502**
(a) (7)

37. “3506. Statement of reasons for

distribution.” Courts have not provided
reason for distribution, keeping in mind
stipulation during the Trial. See 6. above.
Defense request 100% or close to it ,
possession of three (3) Real Properties based
upon Plaintiff’s admission and stipulation at

Trial or at least the option to buy out at a reasonable value based on correct appraisal value ie DOS. This previously stated in the Defense Relief memo to the courts. See Exhibit presented.

38.25th Feb 2020 Courts Ruling pg 8 states

“since” separation clarification and agreement was requested. All liens and liability due BEFORE date of separation but should be included. Including mortgage payment. The Defense should be credited for such. The defense request for this credit was ignored and it should be per **3505 (b) (3)**.

39. 25th Feb 2020 Courts Ruling pg 20 states

withdrawal of monies, TEVA Pharmaceutical, was used during the marriage. The resulting value at the Date Of Separation is \$0. There was a discrepancy later on in the ruling where this value was not removed in the assets.

Court acknowledges defendant TEVA 401k was used during the marriage with DOS value at \$0 as mentioned in the Ruling. See Judges Ruling page 10 section 33.

40. All the plaintiffs, Cecelia Francis-Anyika

assets presented during the Trial and discussed during Discovery were not included in the Ruling dated 25th Feb 2020. Eg

Plaintiff's bank account and automobile. This
discrepancy needs to be resolved. **3505 (b)(3).**

41.. Defense Request Date of Separation be used
according to section **3505(b)(1)(i)** and
Discovery Order by Master Lawlor.

42.The first and most critical request is apply
Chapter 35 sections 3502 and 3506 and of
course Discovery by Master Lawlor. All assets
and liabilities/debt need to considered and
included. Section 3502 part (a) "The Court
may consider each marital asset
independently and apply a different
percentage to each asset independently". The

Plaintiff (Mr Pagnanelli) has clearly
Stipulated in several instance (see
sections) during the Trial that the
defense Mr Anyika was solely
responsible for acquisition, preservation,
depreciation, or appreciation of the
marital property. In addition Mr Anyika
was a “homemaker” 50% of the time since both
parties worked and no spouse “stayed at
home” and they shared responsibility for the
children. Eg Mr Anyika provided proof of
paying private school tuition. Ms Francis was
essential worked Friday to Monday since she
worked on weekends and went straight to bed
after work to prepare for the next day of work

(12hr shifts). Mr Anyika had a normal 8am-5pm job and was home every day at normal time. Sometimes Ms Francis worked overnight on weekdays so Mr Anyika was responsible for getting the kids to bed and to school which he enjoyed. It is absurd for the Plaintiff propose sale of property without the option of a buyout especially since she admitted(under stipulation) she had no part in acquiring it.

Defense request deny sale of any property which is not warrantied when there are on-going issues and there are other options.

43. Although there are no mortgage on some of the properties Mr Anyika sets aside about \$800/mth for yearly taxes which is equivalent

to a mortgage. These have to be payed or the house will go to Sheriff Sale. This has happened several times. The defense cannot allow that to happen since he invested so much time and money. Ms Francis has NEVER paid any of these in the past due taxes and never volunteered to help out up to today. There were back taxes prior to DOS. These have been paid off by Mr Anyika, after the DOS and needs to be reimbursed and/or included as debt/liability according to the law. Defense is in just as much financial distress as Plaintiff and like most Americans.

44. Assets not included was the plaintiffs

automobile which she testified to owing, her

bank account which was subpoenaed and a recent JP Morgan Chase account which is speculated to have a balance of greater than > \$50,000. The subpoenaed bank account shows every month ~\$2000 transferred from her account to an unknown financial account. Speculation is it is the JP Morgan Chase account which was recently discovered. On page 51 on the Trial Transcript the Plaintiff claimed she withdrew \$40000 and earlier in her testimony she withdrew \$20000. That is a total of \$60000. The balance in her 403b was ~\$48,000. This is greater than what is in the 403b . Defense is speculating there are other hidden saving accounts. All Plaintiff banks

accounts and other assets is required to be
included per Discovery.

45. Trail Transcript Page 40 - Ms Francis, The
Plaintiff claims she has no other retirement
assets other what was in discovery. Her
subpoenaed banks account of ~\$8000 and her
newly discovered JP Morgan Chase
retirement account was not included in her
assets. These should be included.

46. Trial Exhibits W-1 and W-2 - reviewing the
Unemployment codes shows the Plaintiff had
a insubordination problem at her job and
when fired she refused employment when
offered through the Unemployment Insurance
Commission. She was denied. That is not the

Plaintiffs fault if she has an attitude problem and refused to take a job in her offered. The defense should not be responsible for the plaintiff distress especially if she is unwilling to take a job offered and has insubordinate problems. This was not presented prior to the Trial and should have no relevance on disposition and timing of Equitable Distribution.

47. Page 156- Mr Anyika testified and summed up his marital debt about \$80,000. These debts needs to be detailed and allowed per Discovery.

48. Page 157 - Mr Anyika provided Exhibit Deed ID# H-5 showing his name only is on the Deed

on Essex.

49. Page 161 - Defense , Mr Anyika, Object to the sale of any of his property. He his money and energy into acquiring and maintaining these properties.

50. Page 160 - The plaintiff objected to any prior appraisal being used. Yet, petition for contempt for an appraisal that was done on time by Mr Anyika by a Court appointed appraiser requested by Mr Anyika. This makes no sense.

51. Page 161 - Defense , Mr Anyika, objects to the sale of any of his property.

52. Page 165 - Court confirmed (date of Separation) DOS is appropriate for appraisals.

In line with the law. Yet, the defense
argument it should not be the DOS.

53. Page 178 - IRS Check (for 2013 filed in 2016)),

>\$6696, was discussed while the plaintiff
knew she had already refiled as Single.

Unknowing to Mr Anyika, she got a refund
check and never told the court that during the
trial. This was discovered by Mr Anyika

AFTER the Trial. Mr Anyika contacted the
Plaintiff to resolve this within the Judge's

Ruling and also included it in his

Reconsideration which was denied.

54. Page 202 - Defense suggested Plaintiff had

hidden accounts since she contributed no

financial help to the household and only had

approximately \$8,000 in her saving account at DOS. Plaintiff subpoenaed bank account shows \$2000 withdrawn every month and sent to an unknown account. Defense suggest this is the recently discovered JP Morgan Chase account owned by the Plaintiff.

55. Plaintiff entered the marriage with a GED

diploma earning ~\$10 per hour but as of DOS plaintiff was making as much as \$85,000/yr with a RN degree obtained several years into the marriage but before DOS. Defense should be credited for the earning power of the Plaintiff since he carried the financial load during the marriage. **Chapter 35.** Defense was responsible for Plaintiff increased earning

power during the marriage and is now
gainfully employed making up \$85,000/year.

3502(a)(4). The plaintiff was a financial drain
on the defense during the marriage.

56. Page 207- Mr Anyika stated the mortgage
value on Upland St property which as of DOS
was about \$22,000. This mortgage is with
Franklin Mint Federal Credit Union in Mr
Anyika's name. Mr. Anyika also disclosed the
back taxes (prior to DOS) owed on all his
properties. Most of which have since been
paid off. Mr Anyika should be credited for
payments owed prior to DOS.

57. Page 212 - Court states it will do it's best to
sift through everything and be fair but with

application of the law. There are errors that
needs to be corrected.

58. Page 213 - Court states it will consider buy
out of properties...if applicable. In this case if
the Plaintiff stipulated no involvement then
buyout may be moot. In short according the
law, all assets shall be **“determined
independently based upon the
acquisition, preservation, depreciation,
or appreciation of each parties”**.

On the issue Sale of Properties: 18 E. Essex Ave,
6831 Upland St Philadelphia, 5533 Beaumont Ave
Philadelphia. The open issues mentioned below
should be resolved then the Defense should be given

the opportunity and option to Buy-Out the plaintiff.

The Defense added plaintiff to the family home deed

subsequent to purchase during the marriage.

Order/Matter 2 - Judgement on Hearing on

filed on 29th Jan 2021

1. Found in Contempt is undeserved and

erroneous. The facts, dates and testimony will

demonstrate that.

The opening statement by the Plaintiff claimed that

the Defense was uncooperative and should be found

in contempt. That is false. Over fifteen (15) Email

correspondence and phone logs between the Defense

and Plaintiff will show the defense was very

corporate and willing to work out the issues.

The fact is the defense, Mr Anyika, was the one who

initiated matters to resolve the issues and errors

that the Courts would not. The defense asked for Reconsideration to resolve the errors with the Court. The defense was the one that requested a court appointed Appraiser. The Defense was the one who, within one week of the order, contacted the court appointed appraiser to get the appraisal started. The defense paid the full appraisal fees upfront and is still awaiting reimbursement from the plaintiff. The plaintiff claim she sent the reimbursement to the appraiser. There is one way to resolve this. The defense took the loss but requested that both parties meet to calculate the final numbers on division of property after the appraisal was complete. See emails presented and phone logs. The plaintiff claimed to be unhappy with the appraisal. If the

plaintiff was unhappy with the appraisal they should requested and paid for a new appraisal.

The CONTEMPT allegation is really a travesty and outrageous given the “fact” that the appraisals were done within the time-frame and followed the law(3502 – Date Of Separation) and Discovery by Master Lawlor(which also proposed DOS). See appraisal request from Mr Barone with dates which is prior to the deadline. Also see another prior appraisal from Ms Chambers done in 2017. Mr Anyika is still awaiting his 50% reimbursement of the appraisal from the last appraisal. Mr Anyika is open for the Courts to contact Mr Barone for verification. The defense questions the integrity of

some attorneys when the Plaintiff/lawyers can
overtly lie while under oath. If the appraisal was
completed in a timely manner it is puzzling where
there is willful contempt. Whether the appraisal can
or should be used is another matter without Mr
Barone being on the witness stand as the Plaintiff
/Mr Pagnanelli claimed during the Trial.

A few of the items in the Court Ruling could not be
followed thus being irrational and a Hearing was
asked for to clarify and Reconsider. The
Plaintiff/Attorney was contacted many times to
discuss without any headway. See attached. Eg The
Plaintiff testified in Trial Court (Dec 4th 2019) that
the defense obtained and spent an IRS joint

ownership tax check. The Plaintiff knew fully well at the Trial she had already refiled and received her IRS refund. Defense could not give her any money from that check. This makes that part of Court Ruling moot.

Page 160 of Trial transcript - The plaintiff objected to any appraisal prior appraisal being used. Yet, talks contempt for an appraisal that was done on time by Mr Anyika by a Court appointed Appraiser.

Page 165 Court confirmed DOS is appropriate was correct for appraisals. If that is the case contempt is illogical.

END

APPENDIX D

Court of Common Pleas Delaware County

Pennsylvania

CASE # - CV-2016-003838

EQUITABLE DISTRIBUTION ORDER

IN THE COURT OF COMMON PLEAS OF

DELAWARE COUNTY, PENNSYLVANIA FAMILY
AND JUVENILE

NO. 2016-03838

CECELIA FRANCIS-ANYIKA : v. :

YUSUFU ANYIKA IN DIVORCE

Enrico Pagnanelli , Esquire - Attorney for Plaintiff

Yusufu Anyika - Self Represented I

EQUITABLE DISTRIBUTION ORDER ;

AND NOW, this 25th day of February 2020, upon
consideration of Plaintiffs Complaint in Divorce, and
ajoeal by both parties from the Master's Findings

and Recommendations, dated May 8, 2018, a dnovo hearing having been held on December 4, 2019, the Court makes the following Finding of Fact and Conclusions of Law:

Findings of Fact

1. Plaintiff Cecelia Francis-Anyika is 51 years old and resides in Elkins Park, PA. Defendant Yusufu Anyika is 58 years old and resides in Lansdowne, PA. The parties, Cecelia Francis-Anyika and Yusufu Anyika, were married on November 27, 1999 and separated on May 2, 2016, The parties have two (2) children, Sakhmet Anyika, age fourteen (14) and Khafra Anyika age thirteen (13) years. Cecelia Francis-Anyika primary physical

custody of the children and the parties share legal custody. N.T. 12/4/19, pp. 8-9. 2. A Complaint in Divorce under Sections 3301(c) and/or 3301 (d) of the Divorce Code, which included a request for counsel fees, costs and expenses; alimony; and injunctive relief was filed by Plaintiff Cecelia Francis-Anyika on May 2, 2016. . On or about May 25, 2016, Plaintiff Cecelia Francis-Anyika filed a Certificate of Service of the Complaint to the Defendant Yusufu Anyika, 4. On or at nit September 30, 2016, Defendant Yusufu Anyika filed an Affidavit of Consent Under Section 33< 1(c) of the Divorce Code5. On or about September 30, 2016 and on March 27, 2017, Plaintiff Cecelia Francis-Anyika filed Affidavits of Consent under Section 3301(c) of the Divorce Code.6. On or

bout May 3, 2017, Defendant Yusufu Anyika filed a
Notice of Intention to File Praeipce to Transmit
Record for Approval of Divorce Grounds.

7. Plaintiff Cecelia Francis-Anyika filed an Amended
Motion for Case Management
Conference on May 8, 2017.

8. Plaintiff Cecelia Francis-Anyika, on May 10, 2017,
filed an Objection to Request for
Final Entry of Decree, and on May 17, 2017,
Defendant filed a Response to Plaintiff's Objection.

9. On or about July 10, 2017, Defendant Yusufu
Anyika filed a Praeipce to Withdraw
Praeipce to Transmit Record for Approval of Divorce
Grounds.10, On or about July 11,2017, Plaintiff's
Objection to Request for Final Entry of Decree,

filed on May 10, 2017 is Dismissed as Moot.

11. A Discover Order was entered on July 18, 2017

after a conference before the Court

appointed Hearing Officer, Master Pholeric.

12. On May 8, 2018, Edward T. Lawlor, Jr., Esquire,

Divorce Hearing Officer filed Divorce

Hearing Officer's Report and Recommendation,

dated May 8, 2018.

13. On Mar, 22, 2018, Defendant Yusufu Anyika,

filed an Objection to the Findings and

Recommendation ;: of the Master in Divorce, dated

and filed of record on May 23, 2018 and

Demand for Hearing de novo and also on May 23,

2018, Plaintiff Cecelia Francis-Anyika filed an

Objection and Demand for Hearing deNovo.

14. This Court, on December 4, 2019, held a hearing
de novo.

Marital assets:

18 E. Essex Avenue - Joint

Lansdowne, PA Value

*To be determined

5533 Beaumont Avenue, - Joint

Philadelphia, PA *To be determined

6831 Upland Avenue- Husband

Philadelphia, PA

Trinity Health 403(b)- Wife

G & W Laboratories, Inc., 401(k)- Husband

Teva Pharmaceuticals Retirement - Husband

Property in Trinidad and Tobago - Husband

Share of I Property in Trinidad - Wife *To be

determined2

\$48,856.38

\$11,746.00

\$27,979.66

*Unknown

*Unknown

Vehicles: Husband- 2005 BMWS5 had approximately

90,000 miles, value of \$500.00;

2005 Ford F-150 truck had 165,000 miles, value of

\$600.00;

2006 Ford Taurus had 124,000 miles, value of

\$700.00;

2004 Nissan Armada had 120,000 miles, value of

\$4,000.00.

Plaintiff Cecelia Francis-Anyika listed a Fidelity

Account in her Pre-Trial Statement, but did not list

any value for that account nor did she introduce any

testimony concerning her efforts to obtain a value for

that account, N.T.

12/4/19, p. 45.

The parties stipulated that the Court would appoint

an appraiser to determine the value of the properties

for Equitable

Distribution. N.T. li . 4/19, p. 170.

Marital debts:

Capital One credit card- Wife \$5,096.80

15. The Court finds, and the parties stipulated, that

Cecelia Francis-Anyika is recently

unemployed, having been terminated from her

employment in September, 2019; she applied for

Unemployment benefits and was denied and filed a

Petition for Appeal, dated November 7, 2019.

N.T. 12/4/19, p. 4. See Plaintiff (Wife)Exhibit W-1

(Petition for Appeal, PA Department of Labor

and Industry, dated November 7, 2019). The Court

finds, and the parties stipulated, that Cecelia

Francis-Anyika receives \$524.91, plus OOA of

\$52.49, totaling \$577.40 under the current Child

Support Order, dated August 20, 2019. N.T. 12/4/19,

p. 5. See Plaintiff (Wife) Exhibit W-2 (Child

Support Order, dated August 20, 2019). The Court

finds, and the parties stipulated, Yusufu Anyika

became unemployed on April 25, 2019, but has

unemployment net monthly income of \$2,188.00.

N.T, 12/4/19, pp. 5-6. See Plaintiff (Wife) Exhibit W-

2 (Child Support Order, dated August 20, 2019).

16, The Court finds, and the parties stipulated, that

Cecelia Francis-Anyika has primary

physical custody of the parties two minor children,

two (2) children, Sakhmet Anyika, age fourteen

(14) and Khafra Anyika age thirteen (13) years. N.T,

12/4/19, p. 8.

17. The Courts finds, and the parties stipulated, that

they were married on November 27,
1999 and separated on May 2, 2016. N.T.12/4/19, p.

9.

The Court finds Cecelia Francis-Anyika credible
when she testified that at the
beginning of the marriage she was employed as a
nursing assistant, full-time at a salary of
approximately \$9. Per an hour, from approximately
1999 to 2002. N.T. 12/4/19, pp. 11, 74. The Court
finds Cecelia Francis-Anyika credible when she
testified that in 2003, she graduated from nursing
school and began working full-time as a registered
nurse, with a salary of \$27.00 an hour, times 36
hours a week, approximately \$50,500.00 a year, N.T.
12/4/19, pp. 11-13.

The Court finds Cecelia Francis-Anyika credible when she testified that she was a full-time nursing student between 2000-2003; while in school, she was working part-time, two (2) days a week at Delaware County Memorial hospital, but has remaining student loans of \$200., \$300. N.T. 12/4/19, pp. 80- 82, 113. The Court finds Cecelia Francis-Anyika credible when she testified that at the time of her termination of employment, her salary had increased to \$48.70 an hour, and with overtime hours, her salary was approximately \$82,000.00 a year in 2018. N.T, 12/4/19, pp. 14-15, 75, 78 79. See Plaintiff (wife)Exhibit W-3 (W-2 Form from Mercy Health Systems of SE PA for 2016).

19. The Courts finds Cecelia Francis-Anyika credible when she testified that after the parties' children were born in 2005 and 2006, she continued to work full-time, on the weekends, every weekend, two (2) twelve (12) hour shifts, 24 hours per week. N.T. 12/4/19, pp. 15-16.

20. The Court finds Cecelia Francis-Anyika credible when she testified that she currently lives at 7306 School Lane, Elkins Park, PA and that she moved there post-separation, "I considered all the aspects of the school district my kids were in, and they were in private school throughout their entire life from pre-school all the way up to like 6th grade, I actually did the research on school districts that are public and affordable and,

you know, good reputation actually I should say and public and the area is nice and kind of almost similar to what I was used to and the kids and the I don't have to pay for private school for them or fight with Mr. Anyika for the rest of their school years to... So that was my decision n for moving to-" N.T.

12/4/19, pp. 100-01.

21. The Court finds Cecelia Francis-Anyika credible when she testified that during the marriage she contributed financially and physically, "During the marriage, my income went to providing our family with a middle class lifestyle. The children had the best of everything, extra - learned a lot; ...5 5 just taking care of the kids was my primary and sole responsibility. Even though he worked I did every

single thing for the children. ...as far as clothing,
food, taking care of all their extra-curricular
activities growing up; they never went to a
babysitter. ...[physical] and
financial because I paid for their ,..school supplies,
all their extra-curricular activities. They were
in dance ,.. sports ... swimming ...karate. They had
the best lifestyle. They went on vacations. We went
on vacations, We had -...we lived the middle-class
family life... That's where my
income went." N. 12/4/19, pp. 17-18, 114. The Court
finds Cecelia Francis-Anyika credible
when she testified that during the marriage, the
parties maintained separate bank accounts with the
money they made, We had separate and joint." N.T.

12/4/19, pp. 17-18.

22. The Court finds Cecelia Francis-Anyika credible when she testified that during, the marriage, the party's purchased the property located at 18 East Essex Avenue, Lansdowne, in approximately 199*i*, which was the marital home and is jointly titled. 3 N.T. 12/4/19, pp. 20-21.

The Court finds Cecelia Francis-Anyika credible when she testified that Yusufu Anyika has resided in the marital home since separation in May 2016, except for one year when a Protection from Abuse Order was in effect. N.T. 12/4/19, pp. 19-

25. The Court finds, and the parties stipulate, that Yusufu Anyika withdrew monies from his AstraZeneca retirement account in 2008

to use as a down payment towards the Essex Avenue home. N.T. 12/4/19, pp. 98-99, 154-56. See Defendant (Husband) Exhibit H-4 (AstraZeneca Savings & Security Plan Statement, 2008-09).

The Court finds Yusufu Anyika credible when he testified that the Essex Avenue home was fire :

damaged when it we (purchased. N.T. 12/4/19,p.

129. The Court finds, and the parties stipulated,

that as a result of the condition of the property,

Yusufu Anyika put a lot of physical labor into the

home after purchase to make it habitable. N.T.

12/4/19, pp. 158-59. The Court finds Cecelia

3 When the Essex Ave home was purchased, it was

titled in Yusufu Anyika's name alone, but during the

marriage

Cecelia Francis-Anyika' name was added to the
deed. N.T. 12/4/19, p. 157. See Defendant (Husband)
Exhibit H-5

(Original Deed to Essex Avenue property).

Francis-Anyika credible when she testified that
based on her understanding, there is no mortgage
on the Essex Ave: Ave property. N.T. 12/4/19, p. 25.

The Court finds Cecelia Francis-Anyika credible
when she testified that she has not received any
notices regarding non-payment of taxes
for 18 East Essex Avenue property. N.T. 12/4/19, p.

27. The Court finds Cecelia Francis-Anyika
credible when she testified that she has had no
control or access to the Essex Avenue property

since Mr. Anyika assumed to the home after the expiration of the one (1) year PFA. N.T. 12/4/19, p. 29. The Court finds that Cecelia Francis-Anyika requests that the Essex Avenue properly be sold and that Yusufu Anyika be responsible for any liens or encumbrances on the property since separation. N.T. 174/19, p. 29.

23. The "Court finds Yusufu Anyika credible when he testified that "The house 18 E Essex Avenue, that house was partially demolished. The construction was not done by me. I actually hired someone. I do have contracts also showing that I work with this contractor to frame the house. Once the house was framed properly, I basically managed the entire process

to finish.” N.T. II’4/19, p. 140.

24. The Courts finds Cecelia Francis-Anyika credible

when she testified that the property

located at 5533 Beaumont Avenue, Philadelphia,

was also purchased during the marriage and is

jointly titled. N.T. 12/4/19, p. 27. The Court finds

Cecelia Francis-Anyika credible when she testified

that her nephew has resided in the property for

approximately six (6) years and “he pays

like about 300 a month ... [to] Mr. Anyika.” N.T.

12/4/19, pp. 27-28. The Court finds Cecelia Francis-

Anyika credible when she testified that her nephew

has never paid any rental monies to

her, “No, not me.” N.T. 12/4/19, pp. 94-95. The Court

finds Cecelia Francis-Anyika credible

when she testified that she has had no control or

access to the Beaumont Avenue property since

separation in May 2016, N.T. 12/4/19, p. 29. The

Court finds that Cecelia Francis-Anyika

requests that the Beaumont Avenue property be sold

and that Yusufu Anyika be responsible for any liens

or encumbrances on the property since separation.

N.T. 12/4/19, p. 29.

25. The court finds Cecelia Francis-Anyika credible

when she testified that the property

located at 6831 Up I and Avenue, Philadelphia, was

also purchased during the marriage, but is titled

solely in Yusufu Anyika's name. N.T. 12/4/19, pp. 30-

31. The Court finds Cecelia Francis-Anyika credible when she testified that to her knowledge the property is being rented, and the arrangement of the rental, handled by a third party, the rentals being paid to Mr. Anyika. N.T.

12/4/19, p. 31-32. The Court finds Cecelia Francis-Anyika credible when she testified that she has had no control or access to the Upland Avenue property since separation in May 2016. N.T.

12/4/19, p. 30. The Court finds that Cecelia Francis-Anyika requests that the Upland Avenue property be sold and that Yusufu Anyika be responsible for any liens or encumbrances on the property since separation. N.T. 12/4/19, pp. 30-31.

26. The Court finds Yusufu Anyika credible when he

testified that Ms. Francis-Anyika's nephew lives in the Beaumont Avenue house, "He gives me rent whenever he can. It's roughly \$300. But since it's blood, I don't really bother him, you know, just make sure he pays the some of the bills. I pay ; take care of the taxes and the water and some of the other stuff. . . . So I actually spend the money on that house. I'm actually running at a loss, But I don't really care about running at the lost because one of my main concern is that was bought for my kids' education when they're ready , or the university. . . . And the same thing with that house on Upland Avenue. The only reason I keep these houses is because I'm preparing for my kids when they go to college.

. . . But the bottom line is these houses were
basically bought and I maintain them. I'm running
at a loss, but I don't care because I know eventually I
can probably use that as equity to basically finance
my children s university education if they decide to
go to college." N.T. 12/4/19, pp. 138-

S

39. The Court finds, and the parties stipulated, that
Yusufu Anyika is personally involved in

;

maintaining the rental of the Beaumont Avenue
property. N.T. 12/4/19, pp. 171-72.

27. Tin: Court finds Yusufu Anyika credible when he
testified that "...so the house

that's on ...Upland Street, which is a rental property,

that is in better shape and the reason it's in better shape, is because I have strangers renting it, ... is basically primary responsible for some of the- he can do some construction. So he can paint, If something breaks , he can-1 can help him out because I do have a pickup truck and my other vehicles, so if he needs transport or anything like that, I provide that to him. I do have license again to rent these properties, again, because I'm involved in these objects personally. It's not like I'm hiring someone to do this stuff. I'm actually doing all of this stuff myself." N.T. 12/4/19, pp. 141-42. The Court finds, and the parties stipulated, that Yusufu Anyika is personally involved in maintaining and managing the rental of ;

the Upland Avenue: property, N.T. 12/4/19, pp. 171-72.

28. The Court finds Cecelia Francis-Anyika credible when she testified that as of the i

date of separator Yusufu Anyika owned several

vehicles: a BMW, a Ford Taurus, a Nissan

Armada, and a Ford F-150 truck, the vehicles were

all owned outright, without loans on them;

Cecelia Francis-Anyika unaware of the make, model

or year of any of the vehicles. N.T.12/4/19,

pp. 109-11. The Court finds Yusufu Anyika credible

when he testified that at separation, 2016:

the 2005 BMW S.: had approximately 90,000 miles

and a value of \$500.00; the 2005 Ford F-150

truck had 165,000 miles and a value of

approximately \$600.00; the 2006 Ford Taurus had
124,000

miles and a value i if approximately \$700.00; and the
2004 Nissan Armada had 120,000 miles and
a value of approximately \$4,000.00. N.T. 12/4/19, pp.
196-201.

29. The ; Court finds Cecelia Francis-Anyika credible
when she testified that as of the
date of separation, May 2, 2016,she had credit card
debt in the amount of \$5,096.80. N.T. 12/4/19,

9

pp. 35-36, See Plaintiff (Wife) Exhibit W-7 (Capital
One credit card statement, dated April 7,2016),

30. The Court finds Cecelia Francis-Anyika credible
when she testified that Yusufu

Anyika owns two (2) additional properties, in Trinidad and Tobago, both properties were purchased before their marriage, and a house was built on the property in Trinidad during the marriage, "We built together with our income, ...We would go take the kids every year... The summer." N.T, 12/1/19, pp. 37-39. The Court finds that Cecelia Francis-Anyika did not provide the Court with an estimated of the value of the house in Trinidad. N.T. 12/4/19, pp. 37-39.

I

The Courts finds Cecelia Francis-Anyika credible when she testified that she has a Retirement Account at Trinity Health with a balance as of June 30, 2016 of \$48,856.38. N.T.

31.

12/4/19, pp. 39-41. See Plaintiff (Wife) Exhibit W-8

(Consolidated Retirement Account

Statement-Trinity Health, dated June 30, 2016). '

32. The Courts finds that Yusufu Anyika has a

Retirement Savings Account from G &W

Laboratories , Profit Sharing 401(k) Account with a

balance as of May 2016 is approximately \$11, ,

46.00. N.T. 12/4/19, pp. 40-42. See Plaintiff (Wife)

Exhibit W-9 (G & W

Laboratories Inc. Profit Sharing 401(k) Plan, dated

July 12, 2019).

The Court finds that Yusufu Anyika has a

Retirement Savings Account from Teva

Pharmaceuticals, Retirement Savings Plan with a
balance as of May 20, 2016 of \$0, but a
beginning balance of January 1, 2016 of \$27,979.66.
N.T. 12/4/19, pp. 43-44. See Plaintiff (Wife)
Exhibit W-10 (Teva Pharmaceuticals, Retirement
Savings Plan, Retirement Savings Statement,
dated May 20, 2016 The Court finds that Cecelia
Francis-Anyika requests that the monies that
were withdrawn by Yusufu Anyika following
separation in May 2016 be included in the marital
estate. N.T, 12/4/19 , pp. 44-45.

10

34, The Court finds that Cecelia Francis-Anyika
testified that the parties had a joint
Fidelity account but : she has not been able to obtain

any statements pertaining to that account "from Yusufu Anyika, Is T. 12/4/19, p, 45. The Court finds that Cecelia Francis-Anyika testified that there was a mortgage on the 6831 Upland Avenue, but has been unable to obtain mortgage statements. N.T. 1 i/4/19, pp. 45-46.

35. The Court finds Cecelia Francis-Anyika credible when she testified that her only current sources of income are food stamps and child support payments, "\$290 every two weeks;" she is not receiving unemployment compensation.

N.T. 12/4/19, p. 47. The Court finds Cecelia Francis-Anyika credible when she testified that she is 51 years old, is licensed as a nurse, and is currently seeking employment. N.T. 12/4/19, p. 47.

The Court finds Cecelia Francis-Anyika credible when she testified that both she and her children are covered under State health insurance, the children under (HIP. N.T. 12/4/19, pp, 51-52.

The Court finds that Cecelia Francis-Anyika testified that Yusuf Anyika is receiving rental income from two properties and unemployment.

N.T. 12/4/19, p. 47.

36. The Court finds Cecelia Francis-Anyika credible when she testified that Yusufu Anyika is 57 years old and was employed full time as a Validation Engineer. N.T. 12/4/19, p. 48.

The Court finds Cecelia Francis-Anyika credible when she testified for the majority of their

marriage, approximately 14 years, Yusufu Anyika reaped the benefit of her increased earning capacity as a nurse as a result of receiving her nursing degree and working as a nurse. N.T. 12/4/19,

p. 49,

37. The Court finds, and the parties stipulate, that prior to 2003 when Cecelia Francis-Anyika received her nursing degree, Yusufu Anyika was the primary wage earner in the home.

N.T. 12/4/19, p. 86-517.

38. The Court finds Cecelia Francis-Anyika credible when she testified that post separation, August 2016, she purchased a home and withdrew \$20,000.00 from her retirement

account and also take out a mortgage to buy the home; since she has been unemployed, September 2019, she has taken an additional \$40,000.00 out of her retirement account in November 2019, to stay current on her Mortgage. N.T, 12/4/19, pp. 49-51.

39. The Court finds Cecelia Francis-Anyika credible when she testified that she contributed to the marriage, “I raised my two children throughout their life and I stayed home doing that. While employed throughout my entire marriage, except maybe for one year, I paid income tax that I never got a return >n because Mr. Anyika and I filed jointly and he collected all the taxes and got all that money and I never questioned it. I never got

a return because I know that money is going towards our marriage, our life, our family, so it was no need for me to question it or anything so.

So all those years I worked, I paid and filed income tax and I never got a return from it.” N.T.

12/4/19, p. 52.

40. The Courts finds Cecelia Francis-Anyika credible when she testified that the standard of living establishes during the marriage: “We were middle class. We went on vacation every year. We took the kids back to Trinidad and Tobago every year. They did a lot of extracurricular activities, all that had for; dancing, swimming, karate, you know, all that was my care because I was-” N.T. 12/4/19, p. 53.

41. The Court finds Cecelia Francis-Anyika credible when she testified that she owes her previous divorce : attorney, Maureen Repetto, the sum of \$10,000.00, and her bank accounts have been frozen in connection with that outstanding debt. N.T. 12/4/19, p. 54.

42. The Court finds Cecelia Francis-Anyika credible when she testified that in 2016, post-separation, Yusufu Anyika informed her that he had fathered a child with another woman, Jaime Breesy, during the marriage; the child is currently 15 years old. N.T. 12/4/19, pp. 55-56.

The Court finds Cecelia Francis-Anyika credible when she testified that Yusufu Anyika never shared with her an/ information about how he

supported this child borne out of wedlock during
their marriage, or whether marital monies were
spent to support this child. "I figured we both had
a good job, doing v ell, and then one day he wake up
and he foreclosed on the house we were living
in. That was next 3 . . . that child's mother and then
that's when he took money and- out of the
account and bought the house . . . that we're
currently disputing at 18 East Essex Avenue, , It
was 2008. ... [Yusufu Anyika offered no explanation
as to why the house went into foreclosure,
Yes , Mr. Anyika had control of the finances during
the marriage, they had separate bank
accounts but she wis making contributions I paid
some of the bills in the house, some of the

!

electric bill, water bill.” N.T. 12/4/19, pp. 56-59.

43. The Court finds that Cecelia Francis-Anyika

testified that she believes there is

approximately \$20(1 -225,000 in equity in the

Essex Avenue house and that Yusufu Anyika has

“the house in Trinidad: ad and I think he has bank

accounts in Trinidad also. he used the bank

account in Trinidad to pay for some of the -- I would

pay online also too sometimes the electric

and water bill for the property. Both of our names

are on the insurance and stuff back then for

the house [in Trinidad, the property insurance That

property.” N.T. 12/4/19, pp. 63-64.

44. The Court finds that Cecilia Francis-Anyika is

requesting attorney's fees in the
amount of \$5,000. (one-half of the amount she owes
her prior counsel, Maureen Repetto
"Because a lot of the was delayed because Mr.
Anyika would not supply a lot of the documents
that were being asked for over and over repeatedly
and . . . And this is just ongoing. It's almost
four years." N.T. 12 , 4/19, pp. 65-66.

13

45, The Court finds Cecelia Francis-Anyika credible
when she testified that in 2015
[2014] when her father died, "So, yeah. I can't
remember," she received a partial ownership
interest in a house owned by her father in Trinidad;
she is not aware of her percentage share, but

it is shared with her five (5) siblings, “My sister takes care of that.” N.T. 12/4/19, pp. 87-89, 91,

112. The Court finds Cecelia Francis-Anyika credible when she testified that her brother and his son currently reside in the home. N.T. 12/4/19, p. 113.

46. The court finds Yusufu Anyika credible when he testified that he was employed as a validation engineer for different pharmaceutical companies for 25 years wherein he received salary and stock options, N.T. 12/4/19, pp. 66-67.

The Court finds Yusufu Anyika credible when he testified that he withdrew monies during the marriage from his Astra Zeneca stock account.

N.T, 12/4/19, pp. ' 52-54. See Defendant (Husband)

Exhibit H-3 (Citigroup Quarterly Stock

Summary, April 20: 6-June 30, 2006). The Court finds Yusufu Anyika credible when he testified that during the man age, between the years 2008 and date of separation, he paid the utility bills, gas, electric and water bills for the marital home, the Essex Avenue property. N.T. 12/4/19, pp. 190-91,

47. The Court finds Yusufu Anyika credible when he testified that Cecelia Francis-Anyika, "She's a wife. She's a good mother, I'm going to say good mother, I'm sorry. I mean she do make sure the kids do their schoolwork. I have to admit that and I'm very happy that she's still doing that because I don't have that opportunity anymore because she has primary custody during this time." N.T. 12/4/19, pp. 142-43.

48. The Court finds that the parties will have to separately agree on the disposition of a 2013 IRS refund check in the amount of \$6,696.00, which expired on May 6, 2017; the parties will have to request fiat a new check be issued. N.T, 12/4/19, pp. 177-78.

14

49. The Court finds, and the parties stipulated, that Yusufu Anyika will keep the properties he own in Trinidad and Tobago and Cecilia Francis-Anyika will keep the property she owns with her siblings, in Trinidad, inherited from her father. N.T. 12/4/19, pp. 179-82.

50. Th; Court finds, and the parties agree, that towards the end of the marriage, at

separation, their incomes were only \$5410,000 apart.

N.T. 12/4/19, pp. 201-02.

Counsel Fees

The Court finds Plaintiff Cecelia Francis-Anyika

testified that she owes her former divorce

attorney, Maureen Repetto, Esquire, the sum of

\$10,000.00 and is requesting that Defendant

Yusufu Anyika pay her one half of the amount,

“because a lot of this was delayed because Mr.

Anyika would not supply a lot of the documents that

were being asked for over and over repeatedly

and . . . and this is just ongoing. It’s almost four

years.” N.T. 12/4/19, pp. 65-66.

The Court finds that both parties, Cecelia Francis-

Anyika and Yusufu Anyika, appealed

from the Master's findings and Recommendations,
dated May 8, 2018 ,

The Court finds that Plaintiff Cecelia Francis-
Anyika failed to present any documentary
evidence of the mount owing to attorney, Maureen
Repetto, Esquire, or any Court Orders where
Yusufu Anyika was ordered to turn over
documentation, but failed to timely do so.

Alimony

The Court finds that Cecelia Francis-Anyika
withdrew her request for an
Alimony award. N .f . 12/4/19, p. 62. See Plaintiffs
Pre-Trial Memorandum, dated November
22, 2019, p, 5.

The Court finds, and the parties agree, that towards

the end of the marriage, at

15

separation, their incomes were only \$5-\$10,000

apart. N.T. 12/4/19, pp. 201-02.

Conclusions of Law

Equitable Distribution

1. At the request of either party in an action for

divorce, the court shall equitably divide

the marital property between the parties “in such

percentages and in such manner as

the courts deems just” after considering all relevant

factors. See 23 Pa.C.S. §3502.

Fact on: which are relevant to the equitable division

of marital property include the following:

“(1) The length of the marriage.

(2) No prior marriage of either party.

(3) The age, health, station, amount and sources of income, vocational skills, employability, estate, liabilities and needs of each of the parties.

(4) The contribution by one party to the education, training or increased earning power of the other party.

(5) The opportunity of each party for future acquisitions of capital asset * and income.

(6) The sources of income of both parties, including, but not limited

to, medical, retirement, insurance or other benefits.

(7) The contribution or dissipation of each party in

the acquisition,

preservation, depreciation or appreciation of the

marital property,

including the contribution of a party as homemaker.

(8) The value of the property set apart to each party.

(9) The standard of living of the parties established

during the

marriage.

(If) The economic circumstances of each party at the

time the

division of property is to become effective.

(1(1) The Federal, State and local tax ramifications

associated with

each asset to be divided, distributed or assigned,

which ramifications

net not be immediate and certain,

(10.2) The expense of sale, transfer or liquidation

associated with a

particular asset, which expense need not be

immediate and certain.

(11; Whether the party will be serving as the

custodian of any

dependent minor children.”

See 23 Pa.C.S §35' 2(a).

2. The Court concludes based on the evidence and

testimony presented at the de novo

hearing on December 4, 2019 that the marital estate

shall be divided with Plaintiff/Wife Cecelia

Francis-Anyika receiving 45% and

Defendant/Husband Yusuf Anyika receiving 55%.

3. Marital assets Value

18 E, Essex Avenue - Joint

Lansdowne , , PA *To be determined

5533 Beaumont Avenue, - Joint

Philadelphia PA

6831 Upland Avenue- Husband

Philadelphia, PA

Trinity Health 403(b)- Wife *To be determined

*To be determined5

\$48,856.38

A Plaintiff Cecelia Francis-Anyika listed a Fidelity Account in her Pre-Trial Statement, but did not list any value for that account nor did she introduce any testimony concerning her efforts to obtain a value for that account. N.T.

12/4/19, p. 45.

5 The parties stipulated that if the Court would appoint an appraiser to determine the value of the properties for equitable distribution, N.T. 12/4/19, p. 170.

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G & W Laboratories, Inc., 401(k)- Husband

\$11,746.00

The Court adopts the value as calculated by Plaintiff

(Wife). N.T.12/4/19, pp. 41-42. See Plaintiff

(Wife) Exhibit W 9.

Teva Pharmaceuticals Retirement- Husband

\$27,979.66

Liquidated by Husband; See Plaintiff (Wife) Exhibit

W-10 (Teva Pharmaceuticals Retirement

Account Statement, 1/1/2016-5/20/2016). N.T.

12/4/19, pp. 43-45

Property in Trinidad and Tobago - Husband

Share of Property in Trinidad - Wife *Unknown

^Unknown

Vehicles: husband- 2005 BMW X5 had

approximately 90,000 miles, value of \$500.00;

2005 Ford F-150 truck had 165,000 miles, value of
\$600.00;

2006 Ford Taurus had 124,000 miles, value of
\$700.00;

2004 Nissan Armada had 120,000 miles, value of
\$4,000.00.

Marital del its:

Capital Or i credit card - Wife \$5,096.80

4. The Courts concludes, and the parties stipulated,
that Cecelia Francis-Anyika is recently
unemployed, having; been terminated from her
employment in September, 2019; she applied for
Unemployment benefits and was denied and filed a
Petition for Appeal, dated November 7, 2019.

N.T. 12/4/19, p. 4. , See Plaintiff (Wife) Exhibit W-1
(Petition for Appeal, PA Department of Labor
and Industry, dated November 7, 2019). The Court
concludes, and the parties stipulated, that
Cecelia Francis-Anyika receives \$524.91, plus OOA
of \$52.49, totaling \$577.40 under the current
Child Support Order , dated August 20, 2019, N.T.
12/4/19, p. 5. See Plaintiff (Wife) Exhibit W-
2 Child Support Order, dated August 20, 2019). The
Court concludes, and the parties stipulated,
that Yusufu Anyika became unemployed on April 25,
2019, but has unemployment net monthly
18
income of \$2,1811.00. N.T, 12/4/19, pp. 5-6. See
Plaintiff (Wife) Exhibit W-2 (Child Support

Order, dated Aug . st 20, 2019).

5 . The Courts concludes, and the parties stipulated, that Cecelia Francis-Anyika has primary physical custody the parties two minor children, two (2) children, Sakhmet Anyika, age fourteen (14) and Khafra Anyika age thirteen (13) years. N.T. 12/4/19, p, 8.

6. The Courts concludes, and the parties stipulated, that they were married on November 27, 1999 and separated on May 2, 2016. N.T. 12/4/19, p. 9.

7. The Courts concludes that Cecelia Francis-Anyika credibly testified that at the beginning of the marriage she was employed as a nursing assistant, full-time at a salary of approximately

\$9.00 an hour, for . . approximately 1999 to 2002.

N.T. 12/4/19, pp. 11, 74. The Court concludes

that Cecelia Franck -Anyika credibly testified that in

2003, she graduated from nursing school and

began working full time as a registered nurse, with a

salary of \$27.00 an hour, times 36 hours a

week, approximate y \$50,500,00 a year. N.T. 12/4/19,

pp. 11-13. The Court concludes Cecelia

Francis-Anyika credibly testified that she was a full-

time nursing student between 2000-2003.;

(

while in school, she was working part-time, two (2)

days a week at Delaware County Memorial

Hospital, but has student loans of \$200., \$300.00.

N.T. 12/4/19, pp. 80-82, 113. The

Court concludes that Cecelia Francis-Anyika credibly testified that at the time of her termination from employment, salary had increased to \$48.70 an hour, and with overtime hours, her salary was approximately 1182,000.00 a year in 2018. N.T. 12/4/19, pp. 14-15, 75, 78-79. See Plaintiff (Wife) Exhibit W-3 i W-2 Form from Mercy Health Systems of SE PA for 2016).

8. The Court concludes that Yusufu Anyika credibly testified that he is 57 years old and

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was employed full time as a Validation Engineer.

N.T. 12/4/19, p. 48. The Court concludes that

Yusufu Anyika credibly testified that he was employed as a validation engineer for different

pharmaceutical companies for 25 years wherein he received salary and stock options. N.T.

12/4/19, pp. 66-67. The Court concludes, and the parties stipulate, that prior to 2003 when Cecelia Francis-Anyika received her nursing degree, Yusufu Anyika was the primary wage earner in the home. N.T. 12/4/1S, p. 86-87. The Court concludes that Cecelia Francis-Anyika credibly testified for the majority of their marriage, approximately 14 years, Yusufu Anyika reaped the benefit of her increased earning capacity as a nurse as a result of receiving her nursing degree and working as a nurse. N.T. 12/4/19, p. 49.

9. The Courts concludes that Yusufu Anyika shall be charged with having retirement

accounts with values for purposes of Equitable

Distribution, as follows:

\$11,746.00 G & W Laboratories, Inc., 401(k)-

Husband

Liquidated by Husband; The Court adopts the value

as calculated by Plaintiff (Wife). N.T.

12/4/19, pp. 41-42. See Plaintiff (Wife) Exhibit W-9.

\$27,979.66 Teva Pharmaceuticals Retirement-

Husband

Liquidated by Husband; See Plaintiff (Wife) Exhibit

W-10 (Teva Pharmaceuticals Retirement

Account Statement, 1/1/2016-5/20/2016). N.T.

12/4/19, pp. 43-45.

10. The Court concludes that that the liquidation

of the retirement assets by Husband,

Yusufu Anyika after separation was done without consent of the parties, and without permission of the Court. The Courts concludes that the monies withdrawn from the retirement accounts during the marriage were used to sustain the parties, but not directly put into the down payment of the marital home.

Alimony

11. The Courts concludes that Cecelia Francis-Anyika withdrew her request for an Alimony award. Sf.T. 12/4/19, p. 62. See Plaintiff's Pre-Trial Memorandum, dated November 22, 2019, p. 5, The Court concludes, and the parties agree, that

towards the end of the marriage, at

separation, their incomes were only \$5-\$10,000

apart. N.T. 12/4/19, pp. 201-02. :

Counsel Fees

12, The purpose of an award of counsel fees is to

promote fair administration of justice by

enabling the dependent spouse to maintain or defend

the divorce action without being placed at a

financial disadvantage; the parties must be 'on par'

with one another. Perlberger v. Perlberger

supra 426 Pa.Super at 283, 626 A.2d at 1206;

Johnson v. Johnson, 365 Pa.Super. 409, 529 A.2d

1123 (1987) appeal denied 517 Pa. 623, 538 A,2d 877

(1988). Counsel fees are awarded based

on the facts of each case after a review of all the relevant factors. These factors include the payor's

I

ability to pay, the requesting party's financial resources, the value of the services rendered, and the property received in equitable distribution.

Perlberger v. Perlberger supra 426 Pa.Super, at 284, 626 A.2d at 121>7. See *Bold v. Bold*, 524 Pa.

487, 574 A.2d 552 (1990). In most cases, each

party's financial considerations will ultimately

dictate whether an award of counsel fees is

appropriate. See *L 'amond v. Diamond*, 360

Pa.Super. 101, 519 A,2d 1012 (1987); See also

Ganong v. Ganong, 355 Pa.Super. 483, 513 A.2d

1024 (1986)(three-to-one disparity of parties'

incomes did not require that trial court award wife
counsel fees). Counsel fees are awarded only
upon a showing of actual need. Harasym v.

Harasym, 418 Pa.Super, 486, 496, 614 A.2d 742, 747
(1992), Where wife was going to receive a large
amount of cash as part of her share of equitable

21

distribution, she did not demonstrate actual need,
hitmans v. Litmans, 449 Pa.Super. 209, 227,
673 A,2d 382 390(1996).

13. The Court concludes Plaintiff Cecelia Francis-

Anyika testified that she owes her

former divorce attorney, Maureen Repetto, Esquire,

the sum of \$10,000,00 and is requesting that

Defendant Yusufu Anyika pay her one half of the

amount, “because a lot of this was delayed because Mr. Anyika would not supply a lot of the documents that were being asked for over and over repeatedly and ... and this is just ongoing. It’s almost four years.” N.T. 12/4/19, pp. 65-66.

14. The Court concludes that both parties, Cecelia Francis-Anyika and Yusufu Anyika, appealed from the Master's Findings and Recommendations, dated May 8, 2018.

15. The Courts concludes that Plaintiff Cecelia Francis-Anyika failed to present any documentary evidence of the amounts owing to attorney, Maureen Repetto, Esquire, or any Court Orders where Yusuf l Anyika was ordered to turn over documentation, but failed to timely do so.

16. The Courts concludes that Plaintiff Cecelia Francis-Anyika is not entitled to an award of Counsel Fees.

BASED UPON THE ABOVE FINDINGS OF FACT
AND CONCLUSIONS OF LAW,

THECOURT ORDERS THE FOLLOWING:

1. The marital estate shall be divided with Plaintiff/Wife Cecelia Francis-Anyika receiving 45% and Defendant/Husband Yusufu Anyika receiving 55%.

2. Marital assets: Value

5 Plaintiff Cecelia Francis-Anyika listed a Fidelity Account in her Pre-Trial Statement, but did not list

any value for that account nor did she introduce any
testimony concerning her efforts to obtain a value for
that account. N.T.

12/4/19, p. 45.

22

f

18 E. Essex Avenue - Joint

Lansdownee, PA

*To be determined

5533 Beaumont Avenue, - Joint

Philadelphia, PA

*To be determined

6831 Uplnad Avenue- Husband

Philadelphia, PA

*To be determined

The Court I hereby APPOINTS Mark Barone,

Appraiser, (484) 468-1310

mbarone@kw.com to appraise the properties located

at

18 E. Essex Avenue, Lansdowne, PA

5533 Beaumont Avenue, Philadelphia, PA

6831 Upland Avenue, Philadelphia, PA.

The parties shall immediately contact Mark Barone

to engage his services, the cost of the

appraisals to be Split evenly by the parties. Mark

Barone shall generate separate appraisal

reports for the appraisal of each property and a copy shall be sent to each of the parties or their counsel.

Upon receipt of the appraisals, the parties, Cecelia Francis-Anyika and Yusufu

Anyika shall immediately, within thirty (30) days of receipt of the appraisals, and upon the calculation of each party's share to effectuate the 45%/55% split in marital assets, decide whether they decide to sell the property, or buy out the other party's share at the appraisal value, minus the 714 real estate commission and transfer tax amount. The real estate transactions between the parties shall be completed within ninety (90) days of receipt of the appraisals.

The parties stipulated that the Court would appoint

an appraiser to determine the value of the properties
for equitable

distribution. N.T. 32/4/19, p. 170.

23

Vehicles: Husband- 200S BMW S5 had

approximately 90,000 miles, value of \$500.00;

2005 Ford F-150 truck had 165,000 miles, value of

\$600.00;

2006 Ford Taurus had 124,000 miles, value of

\$700.00;

2004 Nissan Armada had 120,000 miles, value of

\$4,000.00.

The Court concludes that the value of the vehicles at

separation totaled \$5,800.00. The Court concludes

that in order to effectuate a 45%/55% split of the

asset value of

the vehicles, Cecelia Francis-Anyika is entitled to

receive \$2,610.00 and Yusufu Anyika is entitled to

receive \$3,190.00. Since Yusufu Anyika retained

possession of the vehicles after

separation, he shall, within thirty (30) days from the

date of this Order, pay Cecelia Francis-Anyika the

sum c \$2,610.00.

1

3. Retirement Savings Accounts:

Trinity Health 403(b)- Wife

G & W Laboratories, Inc., 401(k)- Husband

\$48,856.38

The Court adopts the value as calculated by Plaintiff

(Wife). N.T.12/4/19, pp. 41-42. See Plaintiff

(Wife) Exhibit Wife.

\$11,746.00

Teva Pharmaceutical Retirement- Husband

\$27,979.66

Liquidated by Husband; See Plaintiff (Wife) Exhibit

W-10 (Teva Pharmaceuticals Retirement

Account Statement , 1/1/2016-5/20/2016). N.T.

12/4/19, pp, 43-45

Retirement Savings Accounts- \$88,582.04

The Court concludes that in order to effectuate a

45%/55% split in marital assets,

Cecelia Francis-Anyika share of the Retirement

Assets totaling \$88,582.04 equals i

\$39,861.91 and Yusufu Anyika's share equals
\$48,720.12.

The Court concludes that Cecelia Francis-Anyika
shall transfer to Yusufu Anyika via
Qualified Domestic Relations Order (QDRO), if
applicable, an amount to effectuate the

45%/55% split in marital assets, \$8,994.46. Any cost
for the preparation of the QDRO shall be borne by
Cecelia Francis-Anyika.

4. Property in Trinidad and Tobago - Husband

*Unknown

Share of Property in Trinidad - Wife *Unknown

The Court finds, and the parties stipulated, that
Yusufu Anyika will keep the

properties house in Trinidad and Tobago and Cecelia Francis-Anyika will keep the property she owns s with her siblings, in Trinidad, inherited from her father. N.T. 12/4/19,

pp. 179-82.

Marital debt:

Capital One credit card - Wife \$5,096.80

The Court concludes that Cecelia Francis-Anyika is responsible for \$2,803.24 (55%) of the marital debt and Yusufu Anyika is responsible for \$2,293.56 (45%) of the total

marital debt of \$5096.80 . Since the debt is on a credit card in Cecelia Francis-Anyika's

name, Yusufu Anyika shall, within thirty (30) days from the date of this Order, pay Cecelia Francis-Anyika the sum of \$2,293.56.

The Court concludes that Yusufu Anyika shall pay Cecelia Francis-Anyika the sum of \$2,610.00 for her share of the vehicles and \$2,293.56 for his share of the marital debt totaling \$4,903.56,

5. The Courts concludes that the claim' for alimony by Cecelia Francis-Anyika was withdrawn.

6. The Courts concludes that Cecelia Francis-Anyika is not entitled to an award of counsel fees.

The Court determines that the parties, Cecelia Francis-Anyika and Yusufu Anyika shall be divorced upon the submission of the

Praeipie to Transmit the Record. The parties has been separated for approximately four (4) years are authorized to proceed with the completion of their divorce.

BY THE COURT:

WILLIAM C. MACKRIDES, J

APPENDIX E

Court of Common Pleas Delaware County

Pennsylvania

CASE # - CV-2016-003838

ORDER

CONTEMPT OF COURT

29th Jan 2021

**IN THE COURT OF COMMON PLEAS OF
DELAWARE COUNTY, PENNSYLVANIA
FAMILY AND JUVENILE**

CECELIA FRANCIS- ANYIKA v. YUSUFU ANYIKA	NO. 16-03838
IN DIVORCE	

**Enrico Pagnanelli, Esquire - Attorney for
Plaintiff**

Yusufu Anyika - Self Represented

O R D E R

AND NOW, this 29th day of January, 2021, upon
consideration of Plaintiff, Cecelia
Francis-Anyika's Petition for Contempt and to

Enforce Equitable Distribution Order, in the above captioned matter, a hearing having been held thereon, it is hereby

ORDERED that the Petition
is GRANTED, the Court finding that
Defendant, Yusufu Anyika is in willful
contempt of the
February 25, 2020 Equitable Distribution
Order by failing to cooperate with Plaintiff to
complete the real estate transactions for the
properties located at 18 E. Essex Avenue,
Lansdowne
, PA, 5533 Beaumont Avenue, Philadelphia, PA,
and 6831 Upland Avenue,
Philadelphia, PA.

It is further **ORDERED** that **Defendant Yusufu**
Anyika shall, within thirty (30) days

from the date of this Order, vacate the
premises located at 18 E. Essex Avenue,
Lansdowne,
PA.

It is further **ORDERED** that **Plaintiff, Cecelia Francis-Anyika** shall have sole control
and authority over the sale of the above-stated
properties, including but not limited to, choice
of realtor, and listing price. The parties must accept
any reasonable offer, especially if it is within
ten (10) percent of the listed price, if either party
wants to accept.

It is further **ORDERED** that **Defendant Yusufu Anyika** shall cooperate with the listing
agent in connection with the sale of the
properties and shall sign whatever documentation
is
needed to effectuate the sale of the properties and

distribution of the proceeds.

It is further ORDERED that any liens, encumbrances or other costs in connection with any of the properties shall be borne by Yusufu Anyika, and shall be deducted from his 55% share of the net proceeds.

It is further **ORDERED** that the **net proceeds from the sale of the properties shall be held in escrow by Testa & Pagnanelli, LLC, until final distribution** in accordance with the Equitable Distribution Order, dated February 25, 2020, **subject to reduction** by the amount of any liens, encumbrances or other costs in connection with any of the properties; **\$2,610.00** for reconciliation of the vehicles; **\$2,294.00** for reconciliation of the credit card debt as set forth in the Equitable Distribution Order, dated February 25,

2020; and **\$3,000.00** in Attorney's Fees incurred
by Plaintiff Cecelia Francis-Anyika as a result of the
ongoing contempt by Yusufu Anyika of the
Equitable Distribution Order.

By THE COURT:

WILLIAM C. MACKRIDES, J.

