NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

MIRA GORNICK F/K/A MIRA FUNARI	:	IN THE SUPERIOR COURT OF PENNSYLVANIA
v.	:	
BRAD ALAN FUNARI	:	
Appellant	:	No. 1497 WDA 2025

Appeal from the Order Entered October 30, 2025
In the Court of Common Pleas of Westmoreland County Civil Division at No(s): 457 of 2023 - D

BEFORE: PANELLA, P.J.E., KING, J., and LANE, J.

MEMORANDUM BY LANE, J.: **FILED: October 8, 2026**

In this divorce action, Brad Alan Funari ("Husband") appeals *pro se* from the order appointing Mira Gornick F/K/A Mira Funari ("Wife") the attorney-in-fact for Husband for the limited purpose of selling the marital residence. We determine the order is not appealable and thus quash.

Husband is an attorney. The parties were married for eighteen years and have four minor children. Wife commenced the instant divorce matter in 2023. The trial court has not entered an equitable distribution order.[1] The court has noted "the high-conflict nature of [this matter] based on not only conduct in court, but also allegations . . . in [the] pleadings regarding

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[1] While Husband repeatedly avers that "no divorce master has been appointed," Husband's Brief at 18; ***see also id***. at 1, 3, 7, 8, 11, 14, 17-19, 26, 33, we note the trial court has appointed a divorce master "regarding the limited issue of discovery." Order of Court, 7/2/24; ***see also*** Order of Court, 5/30/24.

protection from abuse actions and criminal proceedings involving the parties."[2] Trial Court Opinion, 1/29/26, at 4.

Relevant to this appeal, both parties have filed or presented several motions with respect to the sale of the marital residence.[3] The trial court summarized: "The sale of the marital residence has been a source of contention between the parties for nearly 2½ years." ***Id***. at 2. "Neither party resides at the residence and both parties desire for it to be sold." ***Id***. at 3. "Husband represented to the court on at least one occasion that nobody wants this home sold more than him." ***Id***. at 7. The parties' filings have resulted in

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[2] In a December 2023 filing, Father averred there were criminal charges pending against him, "filed after reports . . . by Wife (in conjunction with [a] driving incident . . .)" and "Wife's employer, Seton Hill University (for alleged harassment by contact)." Petition for Special Relief, 12/13/23, at unnumbered 1 (emphases omitted). Husband also alluded to "PFA and ICC hearings." ***Id***. He stated he was "filing habeas corpus motions in both matters, given the lack of evidence and credible testimony proffered at both preliminary hearings," and alleged that "Wife is using the criminal justice and protection from abuse systems to better position herself in the custody matter." ***Id***. at unnumbered 1-2 (unnecessary capitalization omitted).

[3] The trial court explained that pursuant to local motions practice, a party first presents a pleading at motions court, then files it "after its presentation." Trial Court Opinion, 1/29/26, at 7. The trial court recounted there were several motions, by both Husband and Wife, presented in open court but not filed of record "for reasons unknown to the court." ***Id***. at 1 n.1, 2 n.2, 3 n.3-n.4.

On appeal, Husband repeatedly challenges Wife's non-filing of the motions, while ignoring his own failure to file of record a March 27, 2025 motion for special relief — which we note resulted in the trial court's grant of relief. ***See id***. at 2 n.2. In any event, in light of our determination, ***infra***, that the underlying order is not an appealable order, we find no relief due on these arguments by Husband.

several court orders with the following provisions: (1) in August 2023 — the parties shall list the residence for sale within sixty days; (2) in January 2024 — the parties shall execute an agreement with Cynthia Perry to list the home for $1,099,000 within five days; and (3) in August 2025 — Wife may list the marital residence with a realtor of her choosing. Order, 8/21/25; ***see also*** Order, 1/19/24; Order, 8/29/23. "Despite [these] orders, the residence remained unlisted." Trial Court Opinion, 1/29/26, at 3 (unnecessary capitalization omitted).

On October 2, 2025, Wife "presented yet another motion for special relief," requesting the trial court "immediately distribute the marital residence to Husband as an advance on equitable distribution so that the marital residence may be sold without further dissipation of this asset."[4] Trial Court Opinion, 1/29/26, at 3; ***see also*** Motion for Special Relief-Real Estate, 9/26/25, Tab C to Husband's Brief. Husband appeared in motions court and objected to the motion. Trial Court Opinion, 1/29/26, at 3. "The court inquired whether Husband wanted to be the party responsible for selling the residence. Husband declined, indicating that he did not have the time due to his employment." ***Id***.

The trial court thus issued an order, which, *inter alia*: (1) again authorized Wife to execute a listing agreement with a realtor of her choosing;

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[4] This motion "does not appear on the docket." Trial Court Opinion, 1/29/26, at 3 n.4.

(2) prohibited Husband from communicating "with any perspective purchasers or otherwise interfere with Wife's efforts to sell the" residence; (3) excluded Husband from the residence when "the property [was] shown to prospective purchasers;" (4) allowed both parties to obtain an appraisal for the residence, and if both did so, required a sale price that was at least ninety percent of the average of the appraisals; and (5) if a written offer met or exceeded the minimum sale price as set forth above, and Wife accepted the offer, directed Husband to cooperate to effectuate the sale. Order, 10/3/25, at 1-2.[5]

Next, on October 28, 2025, Wife "presented an emergency motion for special relief requesting that she be granted sole authority to effectuate the sale of the marital residence."[6] Trial Court Opinion, 1/29/26, at 1 (footnote omitted). Wife averred that, consistent with the prior order authorizing her to execute a listing agreement with a realtor of her choosing, she retained a new realtor and notified Husband. Wife further asserted the realtor had, at his own expense of more than $1,400, arranged for the cleaning of the house, and the house was ready for listing. However, over the past two weeks, Husband "degrade[d] and disparage[d]" the realtor and failed to respond to

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[5] The trial court and parties refer to this order as issued on October 2, 2025. However, the "filed" stamp appearing on the face of order, as well as the docket entry, both indicate a filing date of October 3, 2025. For ease of review, in our citation to the order we employ the trial docket entry date.

[6] This motion does not appear on the trial docket, but Husband's response, filed October 28, 2025, is included in the trial record.

at least three requests from the realtor to sign necessary documents. Emergency Motion for Special Relief-Request for Sole Authority to Wife, 10/23/25, at unnumbered 2, Tab C to Husband's Brief. Wife claimed the "vacant house cannot . . . withstand another winter, risking the dissipation of one of the major assets . . . of this marital estate," and "the only impediment to getting the house on the market [was] the failure and refusal of Husband to cooperate." ***Id***. (unnecessary capitalization omitted).

Husband filed a written response, alleging Wife was "again manufacturing a dispute where none exist[ed]." Response in Opposition to Motion for Special Relief, 10/28/25, at unnumbered 1. Husband averred that "Wife did not inquire with any realtors other than" the current realtor, and that Wife had "never responded to [him] on the issue of the asking price, the commission to [the] broker, the term of the listing agreement or the marketing plan." ***Id***. at unnumbered 1-2 (unnecessary capitalization omitted). Husband also stated that he could not obtain an appraisal and had asked Wife's counsel "to agree to [an] extension," but they had not responded. ***Id***. at unnumbered 2. Finally, Husband stated his disagreement "with the asking price." ***Id***. at unnumbered 6.

"After hearing argument from . . . Wife's counsel and Husband in motions court and based on the history of this divorce proceeding," the trial court found "it was evident that Husband and Wife are incapable of cooperating with each other to jointly sell the residence." Trial Court Opinion,

1/29/26, at 2. Accordingly, on October 30, 2025, the trial court entered the underlying order, appointing Wife as attorney-in-fact for Husband, "for the limited purpose of listing, marketing, showing and selling the marital residence."[7] Order of Court, 10/30/25, at 1. The order authorized Wife "to execute any and all documents on Husband's behalf necessary to facilitate and consummate the sale of the [house] for an amount not less than the minimum sale price as set forth in the" October 3, 2025 order. ***Id***. The order specified that: (1) both "Husband and Wife are granted an extension to obtain and provide an appraisal report . . . for the purpose of establishing the minimum sale price;" (2) Wife "shall make reasonable and good faith efforts to maximize the sale price;" (3) "any claim by Husband for lack of reasonable and good faith efforts by Wife is preserved for equitable distribution;" (4) "the net proceeds of sale shall be made payable to" both Husband and Wife, and Wife shall promptly deliver the proceeds to the trial court prothonotary to hold in escrow; and (5) "the parties shall be entitled to litigate their respective claims to the funds in equitable distribution." ***Id***. at 2 (unnecessary capitalization omitted).

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[7] The trial court and parties refer to this order as issued on October 28, 2025. Again, for citation purposes, we employ the date of the corresponding docket entry, October 30, 2025.

Husband filed a notice of appeal, averring the underlying order was immediately appealable pursuant to Pa.R.A.P. 311(a)(4) and 313 (discussed ***infra***). Husband and the trial court have complied with Pa.R.A.P. 1925.

Initially, this Court issued a *per curiam* rule on Husband to show cause why we should not quash this appeal, as the underlying order appeared to be not final nor appealable. Husband filed a response. Additionally, Wife filed an application to quash this appeal. This Court discharged the show-cause order and denied Wife's application, but advised the parties that the merits panel may revisit this issue. Meanwhile, the trial court filed a letter with this Court, suggesting the underlying order was interlocutory, was not final, and thus was not appealable.[8] The court reasoned that the order did not dispose of the claims, end the litigation, nor put the litigants out of court.

Husband presents the following issues for our review:

> I. Did the trial court err in disposing of marital property without a divorce decree, order on equitable distribution, appointment of a divorce master, or hearing?

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[8] On appeal, Husband avers: the trial court's letter was an improper *ex parte* communication with this Court; the court improperly "directly advocat[ed] to this Court that [he] should be denied his right of appellate review;" the "court's decision to communicate directly with the Superior Court to advocate for quashal . . . raises serious concerns about the trial court's impartiality;" and "is yet another example of procedural shortcuts and appearance of bias that have denied [him] his right to due process." Husband's Brief at 2, 37, 39. We note, the court's letter includes a "cc:" notation that it sent the letter to both parties and the Prothonotary, and this Court has entered the letter, on January 23, 2026, on our public docket.

II. Did the trial court err in appointing . . . Wife as attorney-in-fact for . . . Husband pursuant to Pa.R.Civ.P. 1920.43 when that rule does not authorize such an appointment?

III. Did the trial court violate [Husband's] constitutional right to procedural due process by entering the Order on an unfiled, unverified motion in violation of Local Rule 208.2(c) without conducting a hearing or creating a record?

IV. Did the trial court err in extinguishing and impairing [Husband's] rights to determine the terms of the disposition of his real property held in tenancy by the entireties?

V. Does the trial court's Rule 1925(a) opinion fail to provide adequate legal justification for its Order?

VI. Did the trial court act improperly and exceed its authority by sending an *ex parte* letter directly to the Superior Court requesting quashal of [Husband's] appeal?

Husband's Brief at 7.

We first review whether this appeal is properly before us. First, Husband avers the trial court's order was immediately appealable as an interlocutory order under Pa.R.A.P. 311(a)(4). He maintains that the order granted "an injunction permanently disposing of the marital residence and continue[d] the October [3], 2025 order . . . entering an injunction without a hearing." Husband's Brief at 3. Husband contends that the order enjoined him "from all decisions with respect to the marital residence and enjoin[ed] him from access, use and enjoyment of his property." ***Id***. (unnecessary capitalization omitted).

Generally, "[a]n appeal may be taken only from a final order unless otherwise permitted by statute or rule." ***Perelman v. Perelman***, 259 A.3d

1000, 1005 (Pa. Super. 2021); ***see also*** Pa.R.A.P. 341(b)(1) (defining a "final order" as one that "disposes of all claims and of all parties"). Pennsylvania Rule of Appellate Procedure 311(a)(4) provides "an appeal may be taken as of right" from, *inter alia*, the following type of interlocutory order:

> (4) Injunctions. An order that grants or denies, modifies or refuses to modify, continues or refuses to continue, or dissolves or refuses to dissolve an injunction unless the order was entered:
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> (i) Pursuant to 23 Pa.C.S. §§ 3323(f), 3505(a); or
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> (ii) After a trial but before entry of the final order. Such order is immediately appealable, however, if the order enjoins conduct previously permitted or mandated or permits or mandates conduct not previously mandated or permitted, and is effective before entry of the final order.

Pa.R.A.P. 311(a)(4)(i)-(ii) (unnecessary capitalization omitted). This Court has explained that Rule 311(a)(4)(ii) permits an appeal "if (1) the order enjoins conduct previously allowed or allows conduct previously prohibited, and (2) the injunction takes effect before entry of a final judgment." ***SBA Towers II LLC v. Wireless Holdings, LLC***, 231 A.3d 901, 907 (Pa. Super. 2020) (*en banc*) (citation omitted).

After careful review of the record and Husband's arguments, we reject his contention that the underlying order effected an injunction. Neither the Divorce Code[9] nor the "Divorce or Annulment of Marriage" chapter of the Pennsylvania Rules of Civil Procedure defines the term "injunction." ***See*** 23

[9] ***See*** 23 Pa.C.S.A. §§ 3101-3904.

Pa.C.S.A. § 3103; Pa.R.Civ.P. 1920.1. The Merriam-Webster Dictionary defines "injunction" to mean: "a writ granted by a court of equity whereby one is required to do or to refrain from doing a specified act" or "the act or an instance of enjoining." MERRIAM-WEBSTER DICTIONARY, TWELFTH EDITION. The dictionary defines "enjoin," in turn, to mean, *inter alia*, "forbid, prohibit" or "to prohibit by a judicial order: put an injunction on." ***Id***.; ***see also*** Pa.R.Civ.P. 126(b) (stating that "[i]n the construction of the Pennsylvania Rules of Civil Procedure, the principles set forth in Pa.R.J.A. 104 to 115 shall be observed"); Pa.R.J.A. 106(a) (providing that "[w]ords and phrases shall be construed according to rules of grammar and according to their common and approved usage").

The language of the underlying order, appointing Wife as attorney-in-fact for Husband for the limited purpose of selling the marital residence, did not prohibit or enjoin Husband from particular conduct respecting the listing and sale of the home. Instead, the order authorized Wife to act and sign documents on Husband's behalf with respect to the sale of the home. Husband's extrapolation, that the effect of the order was to divest him of decision-making or other authority, does not in itself render the order an injunction. While it is true that by appointing Wife limited attorney-in-fact, the order granted her more or sole authority in listing and selling the house, we disagree with Husband's deduction that the order thus granted injunctive

relief. Accordingly, we conclude the underlying order is not an appealable injunctive order under Rule 311(a)(4).

Second, Husband contends the order was also an immediately appealable collateral order pursuant to Rule 313. Rule 313 provides that "an appeal may be taken as of right from a collateral order." Pa.R.A.P. 313(a) (unnecessary capitalization omitted).

> "A collateral order is an order separable from and collateral to the main cause of action where the right involved is too important to be denied review and the question presented is such that if review is postponed until final judgment in the case, the claim will be irreparably lost." Pa.R.A.P. 313(b). We [have] explained:
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> > The first prong, separability, occurs when we can address the issue surrounding the disputed order without analyzing the ultimate issue in the underlying case. As for the second prong, importance, "it is not sufficient that the issue be important to the particular parties." Instead, the issue "must involve rights deeply rooted in public policy going beyond the particular litigation at hand." We must interpret the collateral order doctrine narrowly, and each of the above prongs must be clearly present for us to deem an order collateral.
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> "[T]he question of whether the collateral order doctrine has been met is jurisdictional in nature." "Where an order satisfies Rule 313's three-pronged test, an appellate court may exercise jurisdiction even though the order is not final."

Stapp v. Stapp, __ A.3d __, __ (Pa. Super. 2026) (citation omitted).

Husband claims that the underlying order "expressly permits Wife to dispose of [his] real property interests and extinguishes his rights therein;" "these rights and interests are too important to be denied review;" and "if review is postponed until final judgment in this case, his claims will be

irreparably lost." Response to Rule to Show Cause, 12/22/25, at unnumbered 2. Husband further avers the order: (1) disposed of his "interests in the property . . . before he [was] afforded opportunity to determine whether he will retain, lease or sell the property and, if so, on what terms;" and (2) transferred his "dominion over the property and affairs to Wife and allows her to unilaterally dispose of marital property on her terms and sell a marital residence . . . without his consent or say in the terms." ***Id***. at unnumbered 2, 8.

With respect to the second prong — the important right involved — we determine Husband has waived his present argument for failure to preserve it before the trial court. ***See*** Pa.R.A.P. 302(a) (providing that "[i]ssues not raised in the trial court are waived and cannot be raised for the first time on appeal"). Husband's claims on appeal, that he was denied the "opportunity to determine whether he will retain, lease or sell the property" and that he will lose his "real property interests," are contrary to his position before the trial court — that he did not want to retain the property and that he agreed to the sale of the property. Response to Rule to Show Cause, 12/22/25, at unnumbered 2. Husband does not refute the trial court's discussion that he "never asserted any claim to retain ownership of the residence" and that he clearly expressed his desire to sell the marital residence. ***See*** Trial Court Opinion, 1/29/26, at 7 (summarizing that "Husband represented to the court on at least one occasion that nobody wants this home sold more than him").

Husband also ignores the trial court's observations that: (1) when Wife's October 2, 2025 motion for special relief requested immediate conveyance of the home to him, he "appeared in motions court and" objected; and (2) when asked whether he wished to be responsible for selling the residence, he declined. ***Id***. at 3, 7. In any event, Husband does not cite to the place in the record or the pleadings where he objected to the sale of the property and consequential loss of his property rights. Indeed, in his own filed response to Wife's last petition for relief, Husband averred that he desired an extension of time to obtain an appraisal, and that he disagreed "with the asking price" — indicating his position that the sale price should have been higher. Response in Opposition to Motion for Special Relief, 10/28/25, at unnumbered 6.

As Husband agreed to the sale of the marital residence, we further determine he has not established the third prong of the collateral order doctrine — "that if review is postponed until final judgment in the case, the claim will be irreparably lost." Pa.R.A.P. 313(b). First, we reject Husband's characterizations that the trial court's order will "permanently dispose of [the] marital residence." Husband's Brief at 1. Again, he has agreed to the sale of the property before equitable distribution. Husband does not claim that Wife will take the entirety of the sale proceeds, and we reiterate that the court's order directed "the net proceeds of the sale shall be made payable to" both parties, the trial court's prothonotary shall hold the proceeds in escrow, and

both "parties shall be entitled to litigate their . . . claims to the funds in equitable distribution." Order of Court, 10/30/25, at 2.

Second, while Husband complains that Wife now had "full authority to execute whatever agreements necessary . . . on whatever terms she deems 'reasonable' without his consent," he ignores the provisions within the order safeguarding his interests. Husband's Brief at 1. As stated above, the trial court allowed both parties to obtain appraisals — and has granted at least two extensions for them to do so — and directed the minimum sale price to be ninety percent of the average of their appraisals. The order also: directed Wife to "make reasonable and good faith efforts to maximize the sale price;" provided that Husband could pursue any claim of a lack of good faith in equitable distribution; and specified both "parties shall be entitled to litigate their respective claims to the funds in equitable distribution." ***Id***.

Furthermore, we emphasize that Husband has not refuted this reasoning by the trial court:

> . . . Neither party resides at the residence and the property is not generating any rental or other income. The parties continue to incur substantial ownership costs, for which both parties are equally responsible pursuant to the August 21, 2025 Order. Despite numerous orders since 2023 requiring that the property be listed for sale, those directives have been of no effect and the property remains unsold. This Order attempts to remedy that situation.
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> . . . The order does not dispose of a marital asset by awarding it to a party; rather, the purpose of the order is to facilitate the

> liquidation of an asset that neither party wishes to retain with the net proceeds to be held in escrow pending equitable distribution.
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> ***Husband had ample opportunity to exercise his rights to participate in the sale of the residence in the preceding 2½ year period.*** At the presentation of Wife's motion for special relief on October 2, 2025, Husband represented to the court that he did not have time to be responsible for selling the residence because of his employment. The court would have considered granting Husband this authority had he expressed a desire. . . .

Trial Court Opinion, 1/29/26, at 5, 6 (unnecessary capitalization omitted and emphasis added).

Finally, we note that Husband relies on ***McMahon v. McMahon***, 706 A.2d 350 (Pa. Super. 1997). Husband's Brief at 3. In that divorce matter, the trial court ordered the parties to sell a jointly owned commercial property, "in an effort to stop foreclosure proceedings against the marital home." ***McMahon***, 706 A.2d at 353. "[T]he parties signed an agreement listing the building for sale at $850,000[;] a cash bid of $550,000 was offered;" but the husband refused to agree to the sale. ***Id***. Pursuant to the wife's petition for special relief, the trial court directed the husband to sign the sales agreement. ***See id***. The husband appealed, and this Court held the order was an appealable collateral order, reasoning that: (1) "the sale of the property is a final action, one that may not be later changed or modified as the property will belong to someone else;" and (2) the husband's "right to not be forced to sell that property is therefore both an important right and one that would be

irreparably lost if this order were not reviewed until the underlying divorce litigation were final." ***Id***. at 353 n.1.

We determine that the factual posture in ***McMahon*** is distinguishable from that here. ***McMahon*** did not specify, akin to our discussion above, whether the husband wished to retain the property, whether he agreed to a sale generally but objected to the sale price, or whether the trial court permitted the parties to challenge sale amount in equitable distribution. We reiterate that here, Husband agreed to the sale of the property, the parties have been unable to cooperate to sell the property for at least two and one-half years while its value has dissipated over time, and Husband was offered — but rejected — both possession of the property and sole responsibility for selling the property. In the absence of any discussion by Husband of these differences, we decline to grant relief pursuant to ***McMahon.***

We reiterate that "we must interpret the collateral order doctrine narrowly, and each of the above prongs must be clearly present for us to deem an order collateral." ***Stapp***, __ A.3d at __. For the foregoing reasons, we determine Husband has failed to establish the trial court's order was an immediately appealable collateral order. ***See*** Pa.R.A.P. 313(b).

We thus quash the appeal and do not reach the merits of Husband's claims.

Appeal quashed.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

DATE: 10/08/2026