

Melissa, please clarify the details of your email so we are aligned.

This is my understanding:

You have already sent, or you plan to send, to your divorce attorney the following:

1. My most recent email (dated March 15, 2025, at 11:38am)
2. In your request to the divorce attorney, you plan to, or may have already, asked her to review documents related to the re-listing and sale of our jointly owned property at 246 N 3rd St., Unit 4CD, Philadelphia, PA 19106.

In addition to having your attorney review my email, you are also providing your divorce attorney with the relisting documents by Chuck Lindsay, the soon-to-be new listing agency replacing Juliana Martell.

Is all of the above correct?

I emphasized the urgency of these documents in my March 15, 2025, communication, which I've attached, but they are formally awaiting your signature in DocuSign.

In my most recent email, I mentioned that these documents were from Chuck Lindsay, the new realtor. In that email, I highlighted the need for prompt attention to prevent any days with our property being off the market. I outlined all the actions taken to avoid a gap in listing. This relistings and its strategies reflect current market conditions and address the shortfall in funds required to cover the property's monthly fixed costs. I also provided links to resources to inform you of market conditions, such as new tariffs and their influence on construction costs and buyer behaviour.

As of tomorrow, March 17th, 2025, this situation will mark the first day of the mortgage and property tax billing cycle, during which my current funds will no longer allow for full payment.

This situation has persisted since October 1st, 2024, when we lost \$2,800 in offsetting rental income and I lost any anticipated contribution from my estranged spouse, an individual I had no reason to assume would take the route of denying financial responsibility but claiming future proceeds of the property sale.

The documents in your DocuSign are:

1. Listing Agreement and bundled Listing Agreement Docs that include:
 - Lead Paint Disclosure
 - Listing Agreement with origination market price of: \$399,000
 - Consumer Policy
2. Seller's disclosure (completed by me requiring your signature to expedite the re-listing.

Your decision to delay signing is in your right, but oddly timed. Historically, you have not required legal review for listing agreements and related documents. Historically, I've even seen you not read similar agreements such as the lease for 2649 Tifton St. S, Gulfport, FL 33711, one similar agreement that you authorized me to sign for you after you completed zero diligence as to the terms of that lease agreement.

To finish my comment as to what is in your DocuSign, The Seller's Disclosure is nearly identical to the one we completed with Juliana, and the listing agreement terms are almost the same, except for the shorter 3-month listing period instead of 6 months.

These documents are attached as PDFs to this email to ensure you have them. Again, they are awaiting signatures from you in DocuSign.

In general, you must uphold your commitment to the responsibilities linked to the marital estate and its associated property. Any intentional delays that prolong the time the property stays off the market negatively impact our outcomes. I sense you are losing steam and ambition.

Regarding your third unsolicited proposal, I must decline.

My reasoning is partly based on my belief that you lack sufficient knowledge about what a quitclaim deed involves. Accepting it—even informally as you proposed—would be unethical because I don't think you understand that such a transfer of ownership rights eliminates your equity and ownership, including voting rights, while not affecting your obligation to the loan itself. Although you suggested involving my parents and a scenario where the property is refinanced, the idea of refinancing based on their retirement income and net assets combined with my 2024 income is not plausible considering current interest rates and several other factors I won't bother to lengthen this email with.

Your first unsolicited proposal, received on February 25, 2025, was shortly followed by a revision of your own proposal, which was based on your incorrect assumption about my desire to lower the price to \$415,000. This happened after I gave you market intelligence from a hired third party to help us develop a strategy for selling the property we own, which has been on the market for 240 days with no offers.

You did not properly analyze the information provided. Had you done so, you would have noted that \$415,000 was not suggested as a viable price reduction. The market intelligence I shared clearly indicated a price point of \$399,000 or lower, emphasizing the urgent need for a fire sale due to the complete depletion of financial resources—largely a result of your financial misconduct, that being making it known to me that you would not be contributing, followed by the subsequent six-months of doing just that, not contributing to the downside of monthly payments, but being very active in the efforts to sell the property in hopes of proceeds from it. This misconduct has been acknowledged by the Pennsylvania Courts and will undoubtedly influence the outcome, as I intend to introduce it as evidence.

Additionally, your actions constitute medical abandonment. You were fully aware of your husband's mental illness and disability diagnosis, which was confirmed on June 12, 2024, at the

Bokhari Medical Center, where you were present. Despite this, you voluntarily withdrew your support for the medical benefits we relied upon when you left our home and the State of Florida. Instead, you chose to travel north in the Jeep to vacation on the beaches of North Carolina, a trip entirely funded by me. Medical abandonment is a recognized issue in Pennsylvania Family Court and will further impact the proceedings.

These factors, among others, have shaped my decision to pursue this matter in Pennsylvania Family Court. Pennsylvania is an equitable distribution state, with laws designed to fairly address past actions in marital situations. I am confident this course of action will appropriately address the circumstances surrounding our current situation.

It was evident that you were disinterested and impatient, wanting to navigate this divorce on your own terms in a manner that is irrational and damaging. I refuse to engage with such offers, as they take advantage of your state of mind, attitude, and unwillingness to engage deeply in resolving the issue of an unsold property, while rejecting the discussion I proposed, among other concerns.

Your first proposal, and the second proposal with revisions, included terms referencing a June 2024 crypto balance, 50% of the value of the Jeep I owned and that you shared through our marriage, and a 50% split of the proceeds from the property sale, with minimal acknowledgment of the payments I have made in full since October 1, 2025, when the tenants vacated the Philadelphia condo we jointly own. These ideas were so disconnected and poorly thought out that to even contemplate proceeding with negotiations with you, while you remain without legal counsel, would be taking advantage of your mental stress, frustration, and lack of patience and understanding regarding terms, proposals, and our current obligations and responsibilities.

Regarding the missed weekend, when your signatures on the new listing agreement would have allowed for relisting, you have the right to have an attorney review it as stated in the listing agreement. If it becomes evident that your team's assessment of the listing agreement is intentional or lacks urgency, this falls into an unreasonable timeframe for your required review. Delays are clear examples of bad faith, which can significantly hinder efforts to offload the marital property—a liability rather than an asset.

I will pursue court orders to address any unreasonable delays, ensuring we are prepared to relist the property as quickly as possible. Merely informing me that you are consulting counsel on the terms of the listing agreement does not provide me with confidence you carry the urgency required of you in this matter, nor have you provided a clear timeline for when you will communicate your acceptance or denial. If you were connected to, and participating in the monthly costs, had you not blew me off, and since ignored all cost obligations we jointly share, burdening me with your full share, then perhaps your urgency would be higher. Based on your third proposal of a quitclaim deed transfer, I sense you are losing energy in this joint endeavor. That is unacceptable.

You have a reasonable timeframe, although unknown, to turn around a decision on the listing agreement. It can sell fast and extinguish a lot of problems. Not signing it, or further, going

beyond reasonable timeframes knowing that every day adds to our growing liability, is seen as gross misconduct, negligence, voluntary obstruction, and incompetence.

ps...

Suppose I ever have to reference the first action between us, a unilateral decision of grave impact, made without spousal concession, causing undue harm and hardship on the other. In that case, I will reference your emails in late September 2024 in response to my email reminder of our tenants' vacating the property and upcoming full monthly payment obligations.

In so many words, it can be paraphrased as "Steve, go fuck yourself." and so I did; by paying for your equity increase every month, paying 100% of all loan obligations and utilities because you left me no choice.

That was unilateral decision-making. You cannot be trusted in financial matters for the anger you hold towards me and inability to remove it from timely, thoughtful actions required jointly. Anger that stems from me, anger that you've never told me the source of other than making it obvious I was the source of it. It was promised to me. You promised I would know why you held such resentment. You held that over me for months. You never disclosed why you couldn't stand to first "be in the same room" as me, then the same house, then the same state, then in a marriage at all with me.

I am involving you in the listing agreement because the decision to delay or not sign it should be straightforward. How it is handled, and how quickly, can have significant consequences. I have considered all possible scenarios that could arise from your actions, and I am prepared to act on them, as I am obligated by the doctrines that govern our marital estate.



Stephen Boerner <stephen.boerner@gmail.com>

Demand Letter

13 messages

Steve Boerner <stephen.boerner@gmail.com>

Mon, Mar 10 at 1:58 PM

To: <lamarchesino@kurfiss.com>, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>

Cc: Melissa <melissabemer@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@gmail.com>

Bcc: Stephen Boerner <stephen.boerner@gmail.com>

Juliana & Joan,

See attached Demand Letter and respond accordingly to this urgent matter per the timelines specified within.

Stephen J. Boerner

Demand Letter - Kurfiss Sotherbys International Realty.pdf

Melissa Bemer <melissabemer@gmail.com>

Mon, Mar 10 at 2:57 PM

To: Steve Boerner <stephen.boerner@gmail.com>

Cc: <lamarchesino@kurfiss.com>, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>,

Stephen and Melissa Boerner <stephenandmelissaboerner@gmail.com>

Good afternoon,

I will follow-up with you all about this once I speak with my attorney.

Thanks,

Melissa

[Quoted text hidden]

Juliana Martell <julianamartell@gmail.com>

Mon, Mar 10 at 2:57 PM

To: Steve Boerner <stephen.boerner@gmail.com>

Cc: <lamarchesino@kurfiss.com>, Melissa <melissabemer@gmail.com>, Stephen and Melissa Boerner

<stephenandmelissaboerner@gmail.com>

Hi Steve,

I'm sorry to hear that you've been so unhappy with my services - I would never want anyone to feel like they have to work with me if they don't want to.

I will send a termination document shortly - once all parties sign I can remove the listings for both rent and sale.

Thank you,

Juliana

On Mon, Mar 10, 2025 at 1:58 PM Steve Boerner <stephen.boerner@gmail.com> wrote:

[Quoted text hidden]

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Best regards,

Juliana Martell, Broker Associate

Licensed in NJ and PA

Kurfiss Sotheby's International Realty
[1631 Locust St, Suite 300](#)
[Philadelphia, PA 19103](#)
215.735.2225 o
856.366.0224 c
martell@kurfiss.com
kurfiss.com
[Learn more about me on Zillow](#)

WARNING – Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call our office immediately to verify any wire instructions received.

Steve Boerner <stephen.boerner@gmail.com>

Mon, Mar 10 at 4:13 PM

To: Karen Oglesby <Karen@cpihome.com>

Cc: Melissa <melissabemer@gmail.com>

Karen,

I am writing to formally notify you that a demand letter (attached as a PDF, sent today) has been issued to Juliana Martell and her supervisor at Kurfiss Sotheby's International Realty.

This email formally serves as Notification to both Chancellor properties and the HOA Board of Executives for the Commons at New Street.

This action stems from Juliana's egregious undisclosed conflict of interest and her failure to disclose critical, conflicting information to the co-owners of 4CD.

Juliana currently holds dual roles: fiduciary representative on the Board of Executives for The Commons at New Street and seller's agent for condominium #4CD within the New Street Commons condominium community.

This blatant dual agency requires the boards attention.

The attached demand letter issued to Juliana addresses her in her capacity of a realtor. as a realtor and lays out the grievance in detail.

Because I must, In her role as a HOA Board member, I am putting both the Board and Chancellor Properties, on notice.

I have no evidence, nor did I seek to find it, as to whether Juliana disclosed her conflict of interest and obligation as our realtor to the HOA.

Such a conflict, especially involving delinquencies she's privy to, is untenable without full disclosure and consent from all parties.

No such disclosure occurred as it should have been given to us.

Our relationship with Juliana is terminated, effective now.

Additionally, as I've previously demanded—and I'm reiterating with urgency—send me all current documentation representing the bylaws of the governing HOA Board of Executives.

The Condo Cafe app (and web-browser portal) fails to display this information anywhere.

Board member Larry confirmed to me by-laws are not made readily available, which is unacceptable.

Further, the email announcing the upcoming annual board meeting claimed financials were attached. They were not. They were omitted.

I demand the following, and I expect compliance without delay:

1. The complete 2024 financials, forwarded to me immediately.

- The 2024 financials that were said to be attached, but were not attached to the recent email blast regarding the recent Annual Board Meeting. They were omitted.

2. The minutes from the most recent board meeting.

I will be dissecting the bylaws governing board member conduct, the privacy policy, and whether my personal delinquency data was properly safeguarded. I'm assuming—for now—that delinquencies are aggregated and discussed generally at meetings, with specifics restricted to board members.

The minutes and bylaws will prove or disprove this.

3. The exact verbiage and terms of the April 1, 2025 changes to delinquencies.

Note: It is not Larry's responsibility to reply casually over text message with such terms being requested and so I do not hold Larry accountable as he has been a resource that I trust, respect, and appreciate.

4. Confirmation as to Juliana's reelection as board member.

Please also refer to my previous email sent over the weekend if it went unread.

This is not a request—it's a directive.

[Quoted text hidden]


Demand Letter - Kurfiss Sotherbys International Realty.pdf

Karen Oglesby <karen@cpihome.com>
To: Steve Boerner <stephen.boerner@gmail.com>
Cc: Melissa <melissabemer@gmail.com>

Tue, Mar 11 at 2:47 PM

Steve-

Per your request, please see the below information.

Please see a link here to the ByLaws for The Commons at New Street.  [By Laws.pdf](#). They are also on the community website and have been for years. Go to www.cpihome.com then Resident Log In- Documents, Condominiums, The Commons (password is 246new), Documents,

The minutes for the last meeting are not yet available.

The December 2024 financials are attached.

I sent you the new Late Fee and Interest policy last night.

Juiana Martell was re-elected to the board last week and a notice was emailed to all owners earlier today.

Let me if you have any further questions.

Karen Oglesby CMCA, AMS
Chancellor Properties Inc.
P.O. Box 148
Ridley Park, PA 19078
(484) 483-2715
(866) 287-8807 emergencies

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Monday, March 10, 2025 4:13 PM
To: Karen Oglesby <karen@cpihome.com>
Cc: Melissa <melissabemer@gmail.com>
Subject: Fwd: Demand Letter

[Quoted text hidden]
Dec 2024 Financials.pdf

Steve Boerner <stephen.boerner@gmail.com> Thu, Mar 13 at 4:39 PM
To: <dpearson@kurfiss.com>, <donald.pearson@sothebysrealty.com>
Cc: Juliana Martell <julianamartell@gmail.com>, <linda@kurfiss.com>, <lamarchesino@kurfiss.com>, <compliance@sothebysrealty.com>, <compliance@kurfiss.com>, <legal@sothebysrealty.com>, <luisa.ramondo@sothebysrealty.com>, <linda.krickdanese@sothebysrealty.com>, <legal.department@sothebysrealty.com>, <franchise.compliance@sothebysrealty.com>, <legal@kurfiss.com>, Melissa <melissabemer@gmail.com>

Dear Mr. Chairman,

This email is very urgent and requires your attention. Relevant employees of Kurfiss Sotheby's International Realty have been cc'd.

Please see the attached PDF titled: Legal-Demand-Kurfiss-Sothebys-3-13-25

Thank you for your attention to this matter. I will look for responses as I suspect, and hope, your firm acts quickly.

Sincerely,

Stephen J. Boerner

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Demand Letter - Kurfiss Sothebys International Realty.pdf, Legal-Demand-Kurfiss-Sothebys-3.13.25.pdf

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Thu, Mar 13 at 4:39 PM
To: <stephen.boerner@gmail.com>

Error Icon



Address not found

Your message wasn't delivered to **legal@sothebysrealty.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. [[DS1PEPF00017098.namprd05.prod.outlook.com](#) 2025-03-13T20:39:42.080Z 08DD5F3C3B80DA1D]

noname

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Thu, Mar 13 at 4:39 PM

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Address not found

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550 5.4.1 Recipient address rejected: Access denied. [[SJ1PEPF000026C9.namprd04.prod.outlook.com](#) 2025-03-13T20:39:41.995Z 08DD6097FB5C0206]

noname

Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 14 at 8:30 AM

To: Juliana Martell <julianamartell@gmail.com>, <linda@kurfiss.com>

Dear Linda,

I have made multiple attempts to contact you, the chairman, and other representatives at your brokerage regarding my property.

Despite these efforts, I have not received any response from your team.

This lack of communication is concerning, particularly as your brokerage continues to market my property without proper authorization.

This activity may potentially violate applicable real estate regulations and my rights as the property owner.

I request a response by noon today regarding:

1. The immediate cessation of unauthorized marketing activities for my property (WITH FROM MLS IMMEDIATELY)
2. Acknowledgment of my previous communications and response address the point I wish to not repeat.

I was also going to do the courtesy of not escalating Juliana's actions of conflict of interest and the deceitful renewal practice behind the HOA board and property management company.

Regardless of your actions today, I'm running this up the ladder to all oversight organizations related to the role of realtor and the state of Pennsylvania and nationally within the National Association of Realtors (NAR).

Just please already, a response. Would be lovely.

[Quoted text hidden]

Demand Letter - Kurfiss Sothebys International Realty.pdf, Legal-Demand-Kurfiss-Sothebys-3.13.25.pdf

Melissa Bemer <melissabemer@gmail.com>

Fri, Mar 14 at 11:51 AM

To: Steve Boerner <stephen.boerner@gmail.com>

Cc: <lamarchesino@kurfiss.com>, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@gmail.com>

Juliana, Joan and Steve,

I just submitted the docusign terminating Kurfiss services. I signed this document terminating the services for my own reasons, not for the reasons Steve identified in his demand letter sent on 3/10/25.

Thanks,

Melissa

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 14 at 1:54 PM

To: Juliana Martell <julianamartell@gmail.com>

Please withdraw MLS. Confirm when complete

[Quoted text hidden]



Stephen Boerner <stephen.boerner@gmail.com>

Demand Letter

13 messages

Steve Boerner <stephen.boerner@gmail.com>

Mon, Mar 10 at 1:58 PM

To: <lamarchesino@kurfiss.com>, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>

Cc: Melissa <melissabemer@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@gmail.com>

Bcc: Stephen Boerner <stephen.boerner@gmail.com>

Juliana & Joan,

See attached Demand Letter and respond accordingly to this urgent matter per the timelines specified within.

Stephen J. Boerner

Demand Letter - Kurfiss Sotherbys International Realty.pdf

Melissa Bemer <melissabemer@gmail.com>

Mon, Mar 10 at 2:57 PM

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Cc: <lamarchesino@kurfiss.com>, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>,

Stephen and Melissa Boerner <stephenandmelissaboerner@gmail.com>

Good afternoon,

I will follow-up with you all about this once I speak with my attorney.

Thanks,

Melissa

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Thank you,

Juliana

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[Quoted text hidden]

--

Best regards,

Juliana Martell, Broker Associate

Licensed in NJ and PA

Kurfiss Sotheby's International Realty
[1631 Locust St, Suite 300](#)
[Philadelphia, PA 19103](#)
215.735.2225 o
856.366.0224 c
martell@kurfiss.com
kurfiss.com
[Learn more about me on Zillow](#)

WARNING – Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call our office immediately to verify any wire instructions received.

Steve Boerner <stephen.boerner@gmail.com>

Mon, Mar 10 at 4:13 PM

To: Karen Oglesby <Karen@cpihome.com>

Cc: Melissa <melissabemer@gmail.com>

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Juliana currently holds dual roles: fiduciary representative on the Board of Executives for The Commons at New Street and seller's agent for condominium #4CD within the New Street Commons condominium community.

This blatant dual agency requires the boards attention.

The attached demand letter issued to Juliana addresses her in her capacity of a realtor. as a realtor and lays out the grievance in detail.

Because I must, In her role as a HOA Board member, I am putting both the Board and Chancellor Properties, on notice.

I have no evidence, nor did I seek to find it, as to whether Juliana disclosed her conflict of interest and obligation as our realtor to the HOA.

Such a conflict, especially involving delinquencies she's privy to, is untenable without full disclosure and consent from all parties.

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Our relationship with Juliana is terminated, effective now.

Additionally, as I've previously demanded—and I'm reiterating with urgency—send me all current documentation representing the bylaws of the governing HOA Board of Executives.

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Board member Larry confirmed to me by-laws are not made readily available, which is unacceptable.

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Note: It is not Larry's responsibility to reply casually over text message with such terms being requested and so I do not hold Larry accountable as he has been a resource that I trust, respect, and appreciate.

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Demand Letter - Kurfiss Sotherbys International Realty.pdf

Karen Oglesby <karen@cpihome.com>
To: Steve Boerner <stephen.boerner@gmail.com>
Cc: Melissa <melissabemer@gmail.com>

Tue, Mar 11 at 2:47 PM

Steve-

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The minutes for the last meeting are not yet available.

The December 2024 financials are attached.

I sent you the new Late Fee and Interest policy last night.

Juiana Martell was re-elected to the board last week and a notice was emailed to all owners earlier today.

Let me if you have any further questions.

Karen Oglesby CMCA, AMS
Chancellor Properties Inc.
P.O. Box 148
Ridley Park, PA 19078
(484) 483-2715
(866) 287-8807 emergencies

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Monday, March 10, 2025 4:13 PM
To: Karen Oglesby <karen@cpihome.com>
Cc: Melissa <melissabemer@gmail.com>
Subject: Fwd: Demand Letter

[Quoted text hidden]
Dec 2024 Financials.pdf

Steve Boerner <stephen.boerner@gmail.com> Thu, Mar 13 at 4:39 PM
To: <dpearson@kurfiss.com>, <donald.pearson@sothebysrealty.com>
Cc: Juliana Martell <julianamartell@gmail.com>, <linda@kurfiss.com>, <lamarchesino@kurfiss.com>, <compliance@sothebysrealty.com>, <compliance@kurfiss.com>, <legal@sothebysrealty.com>, <luisa.ramondo@sothebysrealty.com>, <linda.krickdanese@sothebysrealty.com>, <legal.department@sothebysrealty.com>, <franchise.compliance@sothebysrealty.com>, <legal@kurfiss.com>, Melissa <melissabemer@gmail.com>

Dear Mr. Chairman,

This email is very urgent and requires your attention. Relevant employees of Kurfiss Sotheby's International Realty have been cc'd.

Please see the attached PDF titled: Legal-Demand-Kurfiss-Sothebys-3-13-25

Thank you for your attention to this matter. I will look for responses as I suspect, and hope, your firm acts quickly.

Sincerely,

Stephen J. Boerner

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noname

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Error Icon



Address not found

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The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. [[DS1PEPF00017098.namprd05.prod.outlook.com](#) 2025-03-13T20:39:42.190Z 08DD5F3C3B80DA1D]

noname

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Thu, Mar 13 at 4:39 PM

To: <stephen.boerner@gmail.com>

Error Icon



Address not found

Your message wasn't delivered to **legal@kurfiss.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. [[SJ1PEPF000026C9.namprd04.prod.outlook.com](#) 2025-03-13T20:39:42.089Z 08DD6097FB5C0206]

noname

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: <stephen.boerner@gmail.com>

Thu, Mar 13 at 4:39 PM

Error Icon



Address not found

Your message wasn't delivered to **compliance@kurfiss.com** because the address couldn't be found, or is unable to receive mail.

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550 5.4.1 Recipient address rejected: Access denied. [[SJ1PEPF000026C9.namprd04.prod.outlook.com](#) 2025-03-13T20:39:41.995Z 08DD6097FB5C0206]

noname

Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 14 at 8:30 AM

To: Juliana Martell <julianamartell@gmail.com>, <linda@kurfiss.com>

Dear Linda,

I have made multiple attempts to contact you, the chairman, and other representatives at your brokerage regarding my property.

Despite these efforts, I have not received any response from your team.

This lack of communication is concerning, particularly as your brokerage continues to market my property without proper authorization.

This activity may potentially violate applicable real estate regulations and my rights as the property owner.

I request a response by noon today regarding:

1. The immediate cessation of unauthorized marketing activities for my property (WITH FROM MLS IMMEDIATELY)
2. Acknowledgment of my previous communications and response address the point I wish to not repeat.

I was also going to do the courtesy of not escalating Juliana's actions of conflict of interest and the deceitful renewal practice behind the HOA board and property management company.

Regardless of your actions today, I'm running this up the ladder to all oversight organizations related to the role of realtor and the state of Pennsylvania and nationally within the National Association of Realtors (NAR).

Just please already, a response. Would be lovely.

[Quoted text hidden]

Demand Letter - Kurfiss Sothebys International Realty.pdf, Legal-Demand-Kurfiss-Sothebys-3.13.25.pdf

Melissa Bemer <melissabemer@gmail.com>

Fri, Mar 14 at 11:51 AM

To: Steve Boerner <stephen.boerner@gmail.com>

Cc: <lamarchesino@kurfiss.com>, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@gmail.com>

Juliana, Joan and Steve,

I just submitted the docusign terminating Kurfiss services. I signed this document terminating the services for my own reasons, not for the reasons Steve identified in his demand letter sent on 3/10/25.

Thanks,

Melissa

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 14 at 1:54 PM

To: Juliana Martell <julianamartell@gmail.com>

Please withdraw MLS. Confirm when complete

[Quoted text hidden]



Stephen Boerner <stephen.boerner@gmail.com>

Response to March 10, 2025 Email with “Subject: Immediate Termination of Listing Agreement and MLS Withdrawal”

Glen Kimball <gkimball@okllp.com>

Fri, Mar 14, 2025 at 6:25 PM

To: "stephen.boerner@gmail.com" <stephen.boerner@gmail.com>

Friday, March 14, 2025

Dear Mr. Boerner:

I am pleased to report that Ms. Bemer has now agreed to sign the Termination of the Listing. If you have not signed it already, it will be sent to you for your signature and then it will be acted upon. When all this occurs, the Listing will be terminated.

Thank you for your consideration.

Sincerely,

Glen D. Kimball

Glen D. Kimball

O’CONNOR KIMBALL LLP

Two Penn Center Plaza, Suite 1100

1500 John F. Kennedy Boulevard

Philadelphia, PA 19102

(215) 564-0400 x228 (office)

(267) 693-7095 (cell)

Email: gkimball@okllp.com

Website: www.oconnorkimball.com



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From: Glen Kimball

Sent: Friday, March 14, 2025 11:02 AM

To: stephen.boerner@gmail.com

Subject: Response to March 10, 2025 Email with "Subject: Immediate Termination of Listing Agreement and MLS Withdrawal"

Friday, March 14, 2025

stephen.boerner@gmail.com

Mr. Stephen Boerner

My Clients: Kurfiss Sotheby's International Realty,

Juliana Martell, and

Linda P. Danese

Property: 246 N. 3rd Street, Unit 4CD

Philadelphia, PA 19106

Owners: Melissa A. Bemer

Stephen Boerner

Response to March 10, 2025 Email with "Subject: Immediate Termination of Listing Agreement and MLS Withdrawal"

Dear Mr. Boerner:

I write on behalf of my above clients, which include all the principals of Kurfiss Sotherby's. On March 10 you wrote my clients demanding that the MLS listing of the above property be withdrawn and terminated. To the extent that this demand was under my clients' control this demand was met and within the strict deadlines that were imposed by you. The MLS listing was withdrawn at 6:58 p.m. on March 10. There has been no further activity in marketing this property.

As to your request that the Listing actually be terminated, that I am afraid is not within my clients' authority to do. My client is quite willing to terminate the Listing. However, the two listing owners, you and your wife, Melissa A. Bemer are required to sign off on this. To date Ms. Bemer has not done so. We are working on determining if she is willing to do so.

As to the remainder of your March 10 demands, I note that among them my clients were directed not to have any contact with your wife. I am afraid that this request cannot be complied with under the controlling law. As to the rest, you may be assured that we will preserve our files and documents.

If you have an attorney handling this matter, please provide this email to him/her. If not, then I will continue to communicate with you directly until this matter is fully resolved. I will await a response from you or your lawyer to whom I am to direct my communications in the future. As to my clients, I ask that you communicate through me alone. I will be their sole point of contact, and they will only communicate through me to ensure clarity in our communications in this important matter.

Thank you for your consideration

Sincerely,

Glen D. Kimball

Glen D. Kimball

O'CONNOR KIMBALL LLP

Two Penn Center Plaza, Suite 1100

[1500 John F. Kennedy Boulevard](#)

[Philadelphia, PA 19102](#)

(215) 564-0400 x228 (office)

(267) 693-7095 (cell)

Email: gkimball@okllp.com

Website: www.oconnorkimball.com



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Stephen Boerner <stephen.boerner@gmail.com>

Complete with Docusign: 246 N 3rd St - 4CD - Termination (rental+purchase contracts)

5 messages

Juliana Martell via Docusign <dse@docusign.net>
Reply-To: Juliana Martell <julianamartell@gmail.com>
To: Stephen Boerner <Stephen.Boerner@gmail.com>

Mon, Mar 10 at 2:58 PM



Juliana Martell sent you a document to review and sign.

REVIEW DOCUMENT

Juliana Martell
julianamartell@gmail.com

Hi,

Please sign accordingly - once fully executed I can remove from the MLS and all of my advertising will end.

Thank you,
Juliana

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This message was sent to you by Juliana Martell who is using the Docusign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Steve Boerner <stephen.boerner@gmail.com>

Wed, Mar 12 at 12:20 PM

To: Juliana Martell <julianamartell@gmail.com>, Juliana Martell <martell@kurfiss.com>, <linda@kurfiss.com>

cc: Melissa Bemer, melissabemer@gmail.com

Dear Ms. Martell and Kurfiss Sotheby's Management,

I formally request the immediate withdrawal of the MLS listing and all marketing materials for 246 N 3rd St #4CD, Philadelphia, PA 19106, pursuant to our executed termination agreement (DocuSign Envelope ID: CAFB70A6-C3F1-41A4-8AE1-52F627951A55).

As a marital asset subject to equitable distribution under 23 Pa.C.S.A. § 3502(a), I am taking the necessary steps to preserve property value as provided under Pennsylvania law.

This notice serves as a formal request to implement our binding contract. Each day of delay in implementing this properly executed termination agreement:

1. Interferes with the preservation of marital property as recognized under 23 Pa.C.S.A. § 3505, which protects against actions that may diminish marital assets.
2. Creates potential liability under Pennsylvania contract law, which requires timely performance of agreed-upon terms.

3. Contradicts the principles of good faith and fair dealing in real estate transactions, particularly after your brokerage drafted and executed the termination agreement.

4. Conflicting Interests & Responsibilities: Juliana Martell occupies dual roles with conflicting responsibilities - as the listing agent representing the sellers of 246 N 3rd St. #4CD and simultaneously as Vice-President of the HOA Executive Board of the Commons at New St. This dual position creates potential ethical concerns under Pennsylvania real estate regulations regarding conflicts of interest.

The DocuSign transaction record definitively establishes that this termination is binding and effective,

Explicit Termination Language: The agreement states unequivocally:

1. "As of 6:59 PM on 3/10/25, the listing contract for both rent and for sale are hereby terminated." This language, drafted by your office, established a specific termination date that has already passed.

2. Proper Execution by Required Parties: Linda Danese (Kurfiss Sotheby's representative) signed on March 10, 2025, at 2:58:09 AM ET.

3. I, Stephen J Boerner, signed on March 11, 2025, at 8:38:57 AM ET

4. The DocuSign Certificate of Completion confirms "Signing Complete" status.

5. Broker Acknowledgment: Your brokerage drafted, sent, and countersigned the agreement with the explicit termination date of March 10, 2025, at 6:59 PM ET.

In the context of pending divorce proceedings, Pennsylvania law recognizes my responsibility to take appropriate steps to preserve marital property under 23 Pa.C.S.A. § 3502(e)(1), which authorizes the preservation of marital assets. The property at 246 N 3rd St #4CD constitutes marital property as defined by 23 Pa.C.S.A. § 3501(a), requiring proper management during the divorce process.

I am proceeding with appropriate preservation actions as recognized in Pennsylvania case law regarding marital property. Pennsylvania courts have consistently held that spouses have a duty to protect marital assets during divorce proceedings, and my actions align with these established principles.

Kindly confirm by 5:00 PM ET(end of business day) today, March 12, 2025, that:

1. The listing has been withdrawn from MLS.
2. All marketing activities have ceased.
3. All signage has been removed from the property.

This correspondence is being preserved as documentation of my efforts to protect marital property and will be referenced in court proceedings if necessary. Continued non-compliance with our executed termination agreement may result in additional legal actions to enforce the contract and protect the marital estate.

I appreciate your prompt attention to this matter.

Sincerely,

Stephen J. Boerner

Steve Boerner <stephen.boerner@gmail.com>
To: Carol Boerner <carolboerner1@gmail.com>

Wed, Mar 12 at 12:20 PM

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>
To: Jeffrey Boerner <jeffreyboerner@gmail.com>

Wed, Mar 12 at 12:20 PM

[Quoted text hidden]

Jeffrey Boerner <jeffreyboerner@gmail.com>
To: Steve Boerner <stephen.boerner@gmail.com>

Wed, Mar 12 at 3:29 PM

I can't see how anyone can argue with this. From their standpoint what could possibly be the point of not agreeing.
Nice job!
DaD
[Quoted text hidden]

FW: Demand Letter

From: **Steve Boerner** | stephen.boerner@gmail.com

March 10 at
1:58 PM

To: **lamarchesino@kurfiss.com**, **Juliana Martell** | martell@kurfiss.com, **Juliana Martell** | julianamartell@gmail.com

Cc: **Melissa** | melissabemer@gmail.com, **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

Bcc: **Stephen Boerner** | stephen.boerner@gmail.com

Juliana & Joan,

See attached Demand Letter and respond accordingly to this urgent matter per the timelines specified within.

Stephen J. Boerner

From: **Melissa Bemer** | melissabemer@gmail.com

March 10 at 2:57 PM

To: **Steve Boerner** | stephen.boerner@gmail.com

Cc: **lamarchesino@kurfiss.com**, **Juliana Martell** | martell@kurfiss.com, **Juliana Martell** | julianamartell@gmail.com, **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

Good afternoon,

I will follow-up with you all about this once I speak with my attorney.

Thanks,
Melissa

From: **Juliana Martell** | julianamartell@gmail.com

March 10 at 2:57 PM

To: **Steve Boerner** | stephen.boerner@gmail.com

Cc: **lamarchesino@kurfiss.com**, **Melissa** | melissabemer@gmail.com, **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

Hi Steve,

I'm sorry to hear that you've been so unhappy with my services - I would never want anyone to feel like they have to work with me if they don't want to.

I will send a termination document shortly - once all parties sign I can remove the listings for both rent and sale.

Thank you,
Juliana

--

Best regards,

Juliana Martell, Broker Associate
Licensed in NJ and PA

Kurfiss Sotheby's International Realty
1631 Locust St, Suite 300
Philadelphia, PA 19103
215.735.2225 o
856.366.0224 c

martell@kurfiss.com

kurfiss.com

[Learn more about me on Zillow](#)

WARNING – Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call our office immediately to verify any wire instructions received.

From: **Steve Boerner** | stephen.boerner@gmail.com

March 10 at 4:13 PM

To: **Karen Oglesby** | Karen@cpihome.com

Cc: **Melissa** | melissabemer@gmail.com

Karen,

I am writing to formally notify you that a demand letter (attached as a PDF, sent today) has been issued to Juliana Martell and her supervisor at Kurfiss Sotheby's International Realty.

This email formally serves as Notification to both Chancellor properties and the HOA Board of Executives for the Commons at New Street.

This action stems from Juliana's egregious undisclosed conflict of interest and her failure to disclose critical, conflicting information to the co-owners of 4CD.

Juliana currently holds dual roles: fiduciary representative on the Board of Executives for The Commons at New Street and seller's agent for condominium #4CD within the New Street Commons condominium community.

This blatant dual agency requires the boards attention.

The attached demand letter issued to Juliana addresses her in her capacity of a realtor. as a realtor and lays out the grievance in detail.

Because I must, In her role as a HOA Board member, I am putting both the Board and Chancellor Properties, on notice.

I have no evidence, nor did I seek to find it, as to whether Juliana disclosed her conflict of interest and obligation as our realtor to the HOA.

Such a conflict, especially involving delinquencies she's privy to, is untenable without full disclosure and consent from all parties.

No such disclosure occurred as it should have been given to us.

Our relationship with Juliana is terminated, effective now.

Additionally, as I've previously demanded—and I'm reiterating with urgency—send me all current documentation representing the bylaws of the governing HOA Board of Executives.

The Condo Cafe app (and web-browser portal) fails to display this information anywhere.

Board member Larry confirmed to me by-laws are not made readily available, which is unacceptable.

Further, the email announcing the upcoming annual board meeting claimed financials were attached. They were not. They were omitted.

I demand the following, and I expect compliance without delay:

1. The complete 2024 financials, forwarded to me immediately.

- The 2024 financials that were said to be attached, but were not attached to the recent email blast regarding the recent Annual Board Meeting. They were omitted.

2. The minutes from the most recent board meeting.

I will be dissecting the bylaws governing board member conduct, the privacy policy, and whether my personal delinquency data was properly safeguarded. I'm assuming—for now—that delinquencies are aggregated and discussed generally at meetings, with specifics restricted to board members.

The minutes and bylaws will prove or disprove this.

3. The exact verbiage and terms of the April 1, 2025 changes to delinquencies.

Note: It is not Larry's responsibility to reply casually over text message with such terms being requested and so I do not hold Larry accountable as he has been a resource that I trust, respect, and appreciate.

4. Confirmation as to Juliana's reelection as board member.

Please also refer to my previous email sent over the weekend if it went unread.

This is not a request—it's a directive.

From: **Steve Boerner** | stephen.boerner@gmail.com

To: **lamarchesino@kurfiss.com**

March 10 at 1:58 PM

Juliana & Joan,

See attached Demand Letter and respond accordingly to this urgent matter per the timelines specified within.

Stephen J. Boerner

From: **Karen Oglesby** | karen@cpihome.com

March 11 at 2:47 PM

To: **Steve Boerner** | stephen.boerner@gmail.com

Cc: **Melissa** | melissabemer@gmail.com

Steve-

Per your request, please see the below information.

Please see a link here to the ByLaws for The Commons at New Street.



[By Laws.pdf](#). They are also on the community website and have been for years. Go to www.cpihome.com then Resident Log In- Documents, Condominiums, The Commons (password is 246new), Documents,

The minutes for the last meeting are not yet available.

The December 2024 financials are attached.

I sent you the new Late Fee and Interest policy last night.

Juiana Martell was re-elected to the board last week and a notice was emailed to all owners earlier today.

Let me if you have any further questions.

Karen Oglesby CMCA, AMS
Chancellor Properties Inc.
P.O. Box 148
Ridley Park, PA 19078
(484) 483-2715
(866) 287-8807 emergencies

From: **Steve Boerner** | stephen.boerner@gmail.com

March 13 at 4:39 PM

To: **dpearson@kurfiss.com**, **donald.pearson@sothebysrealty.com**

Cc: **Juliana Martell** | julianamartell@gmail.com, **linda@kurfiss.com**, **lamarchesino@kurfiss.com**, **compliance@sothebysrealty.com**, **compliance@kurfiss.com**, **legal@sothebysrealty.com**, **luisa.ramondo@sothebysrealty.com**, **linda.krickdanese@sothebysrealty.com**, **legal.department@sothebysrealty.com**, **franchise.compliance@sothebysrealty.com**, **legal@kurfiss.com**, **Melissa** | melissabemer@gmail.com

Dear Mr. Chairman,

This email is very urgent and requires your attention. Relevant employees of Kurfiss Sotheby's International Realty have been cc'd.

Please see the attached PDF titled: Legal-Demand-Kurfiss-Sothebys-3-13-25

Thank you for your attention to this matter. I will look for responses as I suspect, and hope, your firm acts quickly.

Sincerely,

Stephen J. Boerner

From: **Steve Boerner** | stephen.boerner@gmail.com

To: **lamarchesino@kurfiss.com**

March 10 at 1:58 PM

Juliana & Joan,

See attached Demand Letter and respond accordingly to this urgent matter per the timelines specified within.

Stephen J. Boerner

From: **Steve Boerner** | stephen.boerner@gmail.com

March 14 at 8:30 AM

To: **Juliana Martell** | julianamartell@gmail.com, **linda@kurfiss.com**

Dear Linda,

I have made multiple attempts to contact you, the chairman, and other representatives at your brokerage regarding my property.

Despite these efforts, I have not received any response from your team.

This lack of communication is concerning, particularly as your brokerage continues to market my property without proper authorization.

This activity may potentially violate applicable real estate regulations and my rights as the property owner.

I request a response by noon today regarding:

1. The immediate cessation of unauthorized marketing activities for my property (WITH FROM MLS IMMEDIATELY)

2. Acknowledgment of my previous communications and response address the point I wish to not repeat.

I was also going to do the courtesy of not escalating Juliana's actions of conflict of interest and the deceitful renewal practice behind the HOA board and property management company.

Regardless of your actions today, I'm running this up the ladder to all oversight organizations related to the role of realtor and the state of Pennsylvania and nationally within the National Association of Realtors (NAR).

Just please already, a response. Would be lovely.

From: **Steve Boerner** | stephen.boerner@gmail.com

To: **dpearson@kurfiss.com**

March 13 at 4:39 PM

Dear Mr. Chairman,

This email is very urgent and requires your attention. Relevant employees of Kurfiss Sotheby's International Realty have been cc'd.

Please see the attached PDF titled: Legal-Demand-Kurfiss-Sothebys-3-13-25

Thank you for your attention to this matter. I will look for responses as I suspect, and hope, your firm acts quickly.

Sincerely,

Stephen J. Boerner

From: **Steve Boerner** | stephen.boerner@gmail.com

To: **lamarchesino@kurfiss.com**

March 10 at 1:58 PM

From: **Melissa Bemer** | melissabemer@gmail.com

March 14 at 11:51 AM

To: **Steve Boerner** | stephen.boerner@gmail.com

Cc: **lamarchesino@kurfiss.com**, **Juliana Martell** | martell@kurfiss.com, **Juliana Martell** | julianamartell@gmail.com, **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

Juliana, Joan and Steve,

I just submitted the docusign terminating Kurfiss services. I signed this document terminating the services for my own reasons, not for the reasons Steve identified in his demand letter sent on 3/10/25.

Thanks,
Melissa

From: **Steve Boerner** | stephen.boerner@gmail.com

March 14 at 1:54 PM

To: **Juliana Martell** | julianamartell@gmail.com

Please withdraw MLS. Confirm when complete

From: **Melissa Bemer** | melissabemer@gmail.com

To: **Steve Boerner** | stephen.boerner@gmail.com

March 14 at 11:51 AM

Juliana, Joan and Steve,

I just submitted the docusign terminating Kurfiss services. I signed this document terminating the services for my own reasons, not for the reasons Steve identified in his demand letter sent on 3/10/25.

Thanks,
Melissa

From: **Maria Testa, Esquire** | maria@tpfamilylaw.com

March 17 at 8:58 AM

To: **Steve Boerner** | stephen.boerner@gmail.com, **Randi Penn** | randi@tpfamilylaw.com

Hi,

Please see attached and below. I am SWAMPED today, but if you have time, can you please connect with Randi so I can respond?

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

www.tpfamilylaw.com/

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1515 Market Street

Suite 1200

Philadelphia, PA 19102

Radnor

150 N. Radnor Chester Road

Suite F-200

Radnor, Pennsylvania 19087

From: **Carolyn R. Mirabile** | cmirabile@wglaw.com

To: **MariaTesta**

March 17 at 8:55 AM

Maria: I am sending you one of many emails my client has received regarding the sale of the condo. As a result of the emails and actions of your client the Relator is no longer the listing agent and your client has unilaterally secured a new Realtor and wants the condo price reduced significantly. He also says he is no longer paying the mortgage beginning this month even though your client has been living at the condo. Please let me know if you are free to speak today to discuss this issue. Carolyn

Carolyn R. Mirabile, Partner

Weber Gallagher

700 American Ave, Suite 206

King of Prussia, PA 19406

T: [610.278.1524](tel:610.278.1524) M: [484.645.4602](tel:484.645.4602) F: [267.284.4337](tel:267.284.4337)

cmirabile@wglaw.com, www.wglaw.com

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Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: **Steve Boerner** | stephen.boerner@gmail.com

March 17 at 10:18 AM

To: **Maria Testa, Esquire** | maria@tpfamilylaw.com

Cc: **Randi Penn** | randi@tpfamilylaw.com

Since October 1, 2024, I have spent eight nights at the condo during its vacancy. Two of those nights were when the Philadelphia Eagles won the Super Bowl. And six of those nights were based out of necessity such as the last three nights in which I have been here strictly to service the needs of the marital property. I've been meeting with real estate investors, advisors, real estate attorneys, I've taken the pictures that will serve as the new listings 31 photos that were removed when I fired the realtor who didn't get a single offer for 234 days and systematically overpriced our condo. The same Realtor I fired held Multiple conflicts of interest, none of which were disclosed, which is a major breach under the national association of realtors in a violation of both her code of ethics and professional Standards that realtors are held to. First of all, she lives in the same building. Second of all this Realtor serves as the vice president of the homeowners association.

On one hand, she was issuing demands for past due homeowners association, dues and threatening, legal action, and on the other hand, she was our sellers agent. This is the same sellers agent took advantage of her clients being divorced and uncommunicative as she disguised a Six month renewal contract as a \$1000 price decrease. This is all documented in how she executed sleight-of-hand to a couple that was vulnerable and expecting the thousand dollar price decrease signing documents, but was served at renewal without disclosure or transparency.

This realtor has been reported to the board and it is known that she failed to issue a conflict of interest statement to the board as well. In overseeing the marital estate, it becomes an obligation to remove her from the point person Whom we trust to sell our condo.

I had third-party hired data And individual advisors Appraise the pricing and strategy of our former realtor and in the process of sharing that data with Melissa was met with a ineptitude and unwillingness to review the information. All the data came back supporting systematic over pricing.

Melissa has only been greedy about decision-making related to the properties listing price. It became apparent to me she was inept, incapable, and unwilling to participate in proper appraisal of the information I started to share with her .

I cited State doctrine that supports me. There is financial misconduct at play and there is my Disability...

And Maria,

Drive into this lawyers skull A few key things:

- Her client has sent me three unsolicited proposals in 2025 - one of which with a timeline ultimatum they caused me undue harm and mental distress- Melissa's proposed strategy is to circumvent lawyers as she put in writing

- Melissa's proposals are so disconnected, Irrational and uneducated Throwing out proposed terms that would be detrimental to her own financial well-being- The words use in these emails are extremely elementary and so concerning that acting on them would be unethical

^^^ Proposing such terms, In the form of unsolicited proposals sent via email with the intent to Circumvent legal and then to pressure me with a time based ultimatum is extremely inappropriate and I let that be known

^^^ please also note that I sent you the first proposal on February 25, 2025. For the sake of getting your information to issue a response, I won't address The lack of response to review the proposal and also my request in that same email February 25 to your assistant to a meeting for the first available opening in your schedule. I need a lawyer to catch up and act and then we will discuss

Continuing...

- her client Deepens her track record of unilateral decision-making - late September 2024, which was Pre-October 1st 2024, (The day 1 that our condo became vacant from tenants offsetting a monthly fixed cost of \$3500 required to service the condo)

I emailed Melissa in late September 2024 to remind her of this upcoming Obligation

Melissa replied to my email In late September 2024. I can paraphrase her response as: "Go fuck yourself." Although she use different words, she let it be known that her unilateral decision was to abandon financial obligation.

Since, She has remained 100% disassociated with all costs while remaining very engaged in the activities around selling the property and her perceived proceeds to come from it.

She further blocked me from a shared Gmail account we established in our marriage. Another example of an Another example of unilateral decision-making unilateral decision-making.

Much of the admin for the condo's cost obligation was managed through that email address. I have documented eight requests that I issued to her Since separation - essentially me pleading for her to share in the access that she restricted.

Even while working on financial disclosure documentation, I wrote to Melissa and told her that to help my ability to provide a thorough financial disclosure having access to that email address was imperative because that email address is the username and associated email to multiple accounts that I manage related to the condominium. Even with that reasoning, she declined To share access and only out of spite. Melissa has served as a bump on a log that shifts and positions itself in unreasonable and unpredictable ways. I had no choice but to act independently and Pennsylvania State doctrine is clear and what it supports.

To go back further regarding unilateral decision-making. I was diagnosed with a disability related to my mental health in June 2024. In July 2024, Melissa voluntarily quit her job without telling me and I began August 2024 without the medical care that took months to set up. I was not even informed by Melissa herself. It took me asking Melissa the status of her employment for her to tell me that she quit at the end of July and benefits were lost on the last day of the month that she quit.

So:

1) Financial misconduct

2) Medical abandonment

3) Complete lie about me living at the condo - I have spent eight nights here since October 1, 2024, when the condo became vacant and the tenants left

two nights were spent here for pleasure and six nights on necessity such as the last several nights as I wake up every day, servicing the property meeting with realtors and exploring creative ways to solve the issue related to our unsold Condo

.0119 % of the days since October 1, 2024 I have stayed at the condo based on non-necessity that being two nights out of 168 possible nights

.0357 % of the day since October 1, 2024 I have stayed at the condo based purely on the necessity to be here for Service repairs cleaners meeting with realtors showing the condo to real estate investors that being six nights out of 168 possible nights

From: **Steve Boerner** | stephen.boerner@gmail.com

March 17 at 3:25 PM

To: **Maria Testa, Esquire** | maria@tpfamilylaw.com

Cc: **Randi Penn** | randi@tpfamilylaw.com

Please let me know if you held the call with Melissa's lawyer. I'm not here to tell you what to do in your job, but all I ask is you are aggressive and strong. I believe we hold the advantage and I believe Melissa is scared, resorting to lies. Melissa took the stance that she would not be paying anything towards the \$3,500 fixed costs monthly and she made that stance in since September 2024. Only NOW is she claiming she has no responsibility for that monthly tab bc she claims I "have been living there." This lawyer is getting fed lies fabrications that are baseless and this lawyer is coming to your door step with undocumented, unprovable information. That is Melissa's favorite information, baseless information. I want full attack mode, I want to leverage my disability to the maximum, and I want to point to financial misconduct, medical abandonment, a history of marital related abandonment I could fill a book with my documentation, and financial ineptitude so greedy she became a liability and incapable of being a sound mind in the dealings of this property we own together. Unilateral decisions she's made aren't warranted. But the single act I was forced to take in replacing a dirty realtor and correcting a misguiding pricing strategy was required to save and protect the marital property. I also took a bridge loan and it's written as a personal obligation non collateralized to ensure it falls under marital debt. This was for \$12,500 for float the property costs January , February, and March. Now exhausted.

From: **Randi Penn** | randi@tpfamilylaw.com

March 17 at 3:28 PM

To: **Steve Boerner** | stephen.boerner@gmail.com, **Maria Testa, Esquire** | maria@tpfamilylaw.com

Good afternoon:

Maria has been in hearings; we will be incorporating your responses you provided into a written response to her counsel. We will keep you updated!

Thank you!

Randi

RANDI PENN-DEZII

SENIOR PARALEGAL

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401

t 610.239.1000 | f 215.814.8998

From: **Steve Boerner** | stephen.boerner@gmail.com

March 18 at 1:16 PM

To: **Randi Penn** | randi@tpfamilylaw.com

Randi,

When will the letter be issued? Every day Melissa isn't signing the listing agreement is a day the condo is off the market. This is awful on Melissa's part to delay this

From: **Maria Testa, Esquire** | maria@tpfamilylaw.com

March 18 at 1:20 PM

To: **Carolyn R. Mirabile** | cmirabile@wglaw.com

Cc: **Steve Boerner** | stephen.boerner@gmail.com

Hello,

Unfortunately, your client has given you information based on inaccuracies and half-truths.

For clarification, your client was aware of the Realtor situation; as there have been a series of issues with this individual, including her failure to disclose to the parties' and the condo board that she, herself, is a not only a resident in the building, but the Vice President of the Homeowners' Association. Knowing the parties' situation as the acting listing/seller's agent, she continued to issue demands in her capacity as an Association board member for past due association fees and dues, including threatening legal action. Additionally, the property sat active for over 200 days without a single offer. An obvious indication the listing was outrageously overpriced. Due to the various issues, leaving my client distrusting of this individual to represent either party's best interest, he discussed with your client the intention to disengage with this person. You stated yourself that your client received "multiple emails" so, it can be assumed that this change is not a shock to her. In fact, your client is in sole operation of the email account directly associated with the condo and its management.

Your client continues to take what she can from Mr. Boerner with no intention of reaching resolution. Her so-called proposals are insulting to my client and his current situation. Again, I must waste time correcting your client's representations to you regarding my client "living" at the property. My client has spent a total of **8 nights** at the property since it's vacancy in October 2024. Of those 8 nights, 2 of them were for his own reasoning; with the remainder being for various needs, repairs, service visits, and general upkeep of the property. Your client has been aware since late September 2024 that my client's resources were quickly depleting and by March 2025, he would no longer have the resources to financially maintain the property.

Each day your client refuses to sign the listing agreement is another day the condo remains off market.

Given the above and the current market temperature, I would expect this issue will be resolved very soon.

Thank you.

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401
t 610.239.1000 | f 215.814.8998
maria@tpfamilylaw.com
www.tpfamilylaw.com/
[Facebook](#) | [LinkedIn](#)

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With Satellite Offices in:

Philadelphia
1515 Market Street
Suite 1200
Philadelphia, PA 19102

Radnor
150 N. Radnor Chester Road
Suite F-200
Radnor, Pennsylvania 19087

From: **Randi Penn** | randi@tpfamilylaw.com

March 18 at 1:44 PM

To: **Steve Boerner** | stephen.boerner@gmail.com

Cc: **Maria Testa, Esquire** | maria@tpfamilylaw.com

We have sent a response to her counsel. We are hoping to receive a response and move this along for you.

RANDI PENN-DEZII

SENIOR PARALEGAL

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401
t 610.239.1000 | f 215.814.8998

From: **Steve Boerner** | stephen.boerner@gmail.com

March 19 at 2:55 PM

To: **Randi Penn** | randi@tpfamilylaw.com

Cc: **Maria Testa, Esquire** | maria@tpfamilylaw.com

Randi, please see the attached - my analysis of Melissa's financial disclosure, cross-referenced with timeline of events, pointing to irregularities and likely concealment of employment, concealment of income, etc. If Maria could review this detail ahead of Monday's meeting at 9am, that would be appreciated.

From: **Randi Penn** | randi@tpfamilylaw.com

March 19 at 2:57 PM

To: **Steve Boerner** | stephen.boerner@gmail.com

Cc: **Maria Testa, Esquire** | maria@tpfamilylaw.com

Received, thank you!

RANDI PENN-DEZII

SENIOR PARALEGAL

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401

t 610.239.1000 | f 215.814.8998

From: **Maria Testa, Esquire** | maria@tpfamilylaw.com

March 24 at 8:49 AM

To: **Steve Boerner** | stephen.boerner@gmail.com, **Randi Penn** | randi@tpfamilylaw.com

Hi,

Please see below. We can discuss on our call.

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

www.tpfamilylaw.com/

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150 N. Radnor Chester Road

Suite F-200

Radnor, Pennsylvania 19087

Maria: I will address issues you raised in your email to me and reserve my client's right to argue your client has dissipated the marital estate in the divorce.

With respect to the condo, my client has met with the realtor and has signed the listing agreement. It my understanding the condo is now listed for sale. Please note, my client is reserving the right to argue the listing price is below market value but she is aware the parties need to get the condo sold. There remains outstanding HOA fees in excess of \$3,500 which your client has not paid. My client will be paying \$1,000 towards the fees and she is asking that your client to also pay \$1000 towards the outstanding fees. Additionally, for the next three months the parties shall equally divide the costs of the HOA fees moving forward.

With respect to the mortgage, my client is willing to equally divide this expense as well for the next three months. If the house does not sell in the next three months the parties will have to reassess payment of the costs.

Finally, please have your client provide a full accounting of the cryptocurrency account he depleted. I previously requested this information in discovery and have not received a response. Please also confirm your client will pay his share of the obligations for the next three months. Thank you ~ Carolyn

Carolyn R. Mirabile, Partner

Weber Gallagher

700 American Ave, Suite 206

King of Prussia, PA 19406

T: [610.278.1524](tel:610.278.1524) M: [484.645.4602](tel:484.645.4602) F: [267.284.4337](tel:267.284.4337)

cmirabile@wglaw.com, www.wglaw.com

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Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: **Steve Boerner** | stephen.boerner@gmail.com

April 10 at 10:46 AM

To: **Karen Oglesby** | Karen@cpihome.com, **Karen Lanetti** | KLanetti@cainecpa.com

Karen,

I have not yet seen the board meeting minutes distributed from the last meeting held for all owners.

As I previously mentioned via email, I am unable to access the former joint Gmail account I once shared with Melissa, which is no longer active or accessible to me.

If the minutes were sent there, please ensure that all future correspondence is directed to the Gmail address I'm writing from now -

stephen.boerner@gmail.com

That said, I don't believe the meeting minutes were sent out to anyone. In any case, I am formally requesting a copy of the annual board meeting minutes at this time.

I am expecting I will be able to read clearly the discussions held specifically around the delinquency topic, whether done at the annual board meeting presented to condo owners as well as delinquency discussions held prior to the annual condo wide meeting, and meetings held after discussions delinquency topic and other pertinent topics I'm interesting in reviewing in full.

If there were any board meetings held among officers outside of the annual board meeting, there should be minutes for. I am requesting all HOA related meetings that were documented with meeting minute notes to be shared from the last 12 months

Thank you.

From: **Steve Boerner** | stephen.boerner@gmail.com

April 16 at 5:26 PM

To: **Karen Oglesby** | Karen@cpihome.com, **Karen Lanetti** | KLanetti@cainecpa.com

Karen,

My request for minutes remains outstanding. Is there any reason they are being withheld? Please review my prior email.

Demand Letter

25 messages

Steve Boerner <stephen.boerner@gmail.com>

Mon, Mar 10, 2025 at 1:58 PM

To: lamarchesino@kurfiss.com, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>

Cc: Melissa <melissabemer@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@gmail.com>

Bcc: Stephen Boerner <stephen.boerner@gmail.com>

Juliana & Joan,

See attached Demand Letter and respond accordingly to this urgent matter per the timelines specified within.

Stephen J. Boerner

**Demand Letter - Kurfiss Sotherbys International Realty.pdf**

136K

Melissa Bemer <melissabemer@gmail.com>

Mon, Mar 10, 2025 at 2:57 PM

To: Steve Boerner <stephen.boerner@gmail.com>

Cc: lamarchesino@kurfiss.com, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>, Stephen and Melissa

Boerner <stephenandmelissaboerner@gmail.com>

Good afternoon,

I will follow-up with you all about this once I speak with my attorney.

Thanks,

Melissa

[Quoted text hidden]

Juliana Martell <julianamartell@gmail.com>

Mon, Mar 10, 2025 at 2:56 PM

To: Steve Boerner <stephen.boerner@gmail.com>

Cc: lamarchesino@kurfiss.com, Melissa <melissabemer@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@gmail.com>

Hi Steve,

I'm sorry to hear that you've been so unhappy with my services - I would never want anyone to feel like they have to work with me if they don't want to.

I will send a termination document shortly - once all parties sign I can remove the listings for both rent and sale.

Thank you,

Juliana

On Mon, Mar 10, 2025 at 1:58 PM Steve Boerner <stephen.boerner@gmail.com> wrote:

[Quoted text hidden]

--

Best regards,

Juliana Martell, Broker Associate

Licensed in NJ and PA

Kurfiss Sotheby's International Realty

1631 Locust St, Suite 300

Philadelphia, PA 19103

215.735.2225 o

856.366.0224 c

martell@kurfiss.com

kurfiss.com

[Learn more about me on Zillow](#)

Steve Boerner <stephen.boerner@gmail.com>
To: Karen Oglesby <Karen@cpihome.com>
Cc: Melissa <melissabemer@gmail.com>

Mon, Mar 10, 2025 at 4:13 PM

Karen,

I am writing to formally notify you that a demand letter (attached as a PDF, sent today) has been issued to Juliana Martell and her supervisor at Kurfiss Sotheby's International Realty.

This email formally serves as Notification to both Chancellor properties and the HOA Board of Executives for the Commons at New Street.

This action stems from Juliana's egregious undisclosed conflict of interest and her failure to disclose critical, conflicting information to the co-owners of 4CD.

Juliana currently holds dual roles: fiduciary representative on the Board of Executives for The Commons at New Street and seller's agent for condominium #4CD within the New Street Commons condominium community.

This blatant dual agency requires the boards attention.

The attached demand letter issued to Juliana addresses her in her capacity of a realtor. as a realtor and lays out the grievance in detail.

Because I must, In her role as a HOA Board member, I am putting both the Board and Chancellor Properties, on notice.

I have no evidence, nor did I seek to find it, as to whether Juliana disclosed her conflict of interest and obligation as our realtor to the HOA.

Such a conflict, especially involving delinquencies she's privy to, is untenable without full disclosure and consent from all parties.

No such disclosure occurred as it should have been given to us.

Our relationship with Juliana is terminated, effective now.

Additionally, as I've previously demanded—and I'm reiterating with urgency—send me all current documentation representing the bylaws of the governing HOA Board of Executives.

The Condo Cafe app (and web-browser portal) fails to display this information anywhere.

Board member Larry confirmed to me by-laws are not made readily available, which is unacceptable.

Further, the email announcing the upcoming annual board meeting claimed financials were attached. They were not. They were omitted.

I demand the following, and I expect compliance without delay:

1. The complete 2024 financials, forwarded to me immediately.
- The 2024 financials that were said to be attached, but were not attached to the recent email blast regarding the recent Annual Board Meeting. They were omitted.
2. The minutes from the most recent board meeting.

I will be dissecting the bylaws governing board member conduct, the privacy policy, and whether my personal delinquency data was properly safeguarded. I'm assuming—for now—that delinquencies are aggregated and discussed generally at meetings, with specifics restricted to board members.

The minutes and bylaws will prove or disprove this.

3. The exact verbiage and terms of the April 1, 2025 changes to delinquencies.

Note: It is not Larry's responsibility to reply casually over text message with such terms being requested and so I do not hold Larry accountable as he has been a resource that I trust, respect, and appreciate.

4. Confirmation as to Juliana's reelection as board member.

Please also refer to my previous email sent over the weekend if it went unread.

This is not a request—it's a directive.

[Quoted text hidden]



Demand Letter - Kurfiss Sotherbys International Realty.pdf
136K


Karen Oglesby <karen@cpihome.com>
To: Steve Boerner <stephen.boerner@gmail.com>

Tue, Mar 11, 2025 at 2:47 PM

Cc: Melissa <melissabemer@gmail.com>

Steve-

Per your request, please see the below information.

Please see a link here to the ByLaws for The Commons at New Street.  [By Laws.pdf](#). They are also on the community website and have been for years. Go to www.cpihome.com then Resident Log In- Documents, Condominiums, The Commons (password is 246new), Documents,

The minutes for the last meeting are not yet available.

The December 2024 financials are attached.

I sent you the new Late Fee and Interest policy last night.

Juiana Martell was re-elected to the board last week and a notice was emailed to all owners earlier today.

Let me if you have any further questions.

Karen Oglesby CMCA, AMS

Chancellor Properties Inc.

P.O. Box 148

Ridley Park, PA 19078

(484) 483-2715

(866) 287-8807 emergencies

From: Steve Boerner <stephen.boerner@gmail.com>

Sent: Monday, March 10, 2025 4:13 PM

To: Karen Oglesby <karen@cpihome.com>

Cc: Melissa <melissabemer@gmail.com>

Subject: Fwd: Demand Letter

[Quoted text hidden]

 **Dec 2024 Financials.pdf**
710K

Steve Boerner <stephen.boerner@gmail.com>

Thu, Mar 13, 2025 at 4:39 PM

To: dpearson@kurfiss.com, donald.pearson@sothebysrealty.com

Cc: Juliana Martell <julianamartell@gmail.com>, linda@kurfiss.com, lamarchesino@kurfiss.com, compliance@sothebysrealty.com, compliance@kurfiss.com, legal@sothebysrealty.com, luisa.ramondo@sothebysrealty.com, linda.krickdanese@sothebysrealty.com, legal.department@sothebysrealty.com, franchise.compliance@sothebysrealty.com, legal@kurfiss.com, Melissa <melissabemer@gmail.com>

Dear Mr. Chairman,

This email is very urgent and requires your attention. Relevant employees of Kurfiss Sotheby's International Realty have been cc'd.

Please see the attached PDF titled: Legal-Demand-Kurfiss-Sothebys-3-13-25

Thank you for your attention to this matter. I will look for responses as I suspect, and hope, your firm acts quickly.

Sincerely,

Stephen J. Boerner

----- Forwarded message -----

From: **Steve Boerner** <stephen.boerner@gmail.com>

Date: Mon, Mar 10, 2025 at 1:58 PM

Subject: Demand Letter

To: <lamarchesino@kurfiss.com>, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>

[Quoted text hidden]
[Quoted text hidden]

2 attachments



Demand Letter - Kurfiss Sotherbys International Realty.pdf
136K



Legal-Demand-Kurfiss-Sothebys-3.13.25.pdf
98K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: stephen.boerner@gmail.com

Thu, Mar 13, 2025 at 4:39 PM



Address not found

Your message wasn't delivered to **legal@sothebysrealty.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. [DS1PEPF00017098.namprd05.prod.outlook.com 2025-03-13T20:39:42.080Z 08DD5F3C3B80DA1D]

Final-Recipient: rfc822; legal@sothebysrealty.com

Action: failed

Status: 5.4.1

Remote-MTA: dns: sothebysrealty-com.mail.protection.outlook.com. (52.101.8.46, the server for the domain sothebysrealty.com.)

Diagnostic-Code: smtp; 550 5.4.1 Recipient address rejected: Access denied. [DS1PEPF00017098.namprd05.prod.outlook.com 2025-03-13T20:39:42.080Z 08DD5F3C3B80DA1D]

Last-Attempt-Date: Thu, 13 Mar 2025 13:39:42 -0700 (PDT)



noname
4K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: stephen.boerner@gmail.com

Thu, Mar 13, 2025 at 4:39 PM



Address not found

Your message wasn't delivered to **legal.department@sothebysrealty.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. [DS1PEPF00017098.namprd05.prod.outlook.com 2025-03-13T20:39:42.190Z 08DD5F3C3B80DA1D]

Final-Recipient: rfc822; legal.department@sothebysrealty.com


Action: failed

Status: 5.4.1

Remote-MTA: dns; sothebysrealty-com.mail.protection.outlook.com. (52.101.8.46, the server for the domain sothebysrealty.com.)

Diagnostic-Code: smtp; 550 5.4.1 Recipient address rejected: Access denied. [DS1PEPF00017098.namprd05.prod.outlook.com 2025-03-13T20:39:42.190Z 08DD5F3C3B80DA1D]

Last-Attempt-Date: Thu, 13 Mar 2025 13:39:42 -0700 (PDT)

 **no name**
4K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: stephen.boerner@gmail.com

Thu, Mar 13, 2025 at 4:39 PM



Address not found

Your message wasn't delivered to **legal@kurfiss.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. [SJ1PEPF000026C9.namprd04.prod.outlook.com 2025-03-13T20:39:42.089Z 08DD6097FB5C0206]

Final-Recipient: rfc822; legal@kurfiss.com

Action: failed

Status: 5.4.1

Remote-MTA: dns; kurfiss-com.mail.protection.outlook.com. (2a01:111:f403:c902::14, the server for the domain kurfiss.com.)

Diagnostic-Code: smtp; 550 5.4.1 Recipient address rejected: Access denied. [SJ1PEPF000026C9.namprd04.prod.outlook.com 2025-03-13T20:39:42.089Z 08DD6097FB5C0206]

Last-Attempt-Date: Thu, 13 Mar 2025 13:39:49 -0700 (PDT)

 **no name**
4K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: stephen.boerner@gmail.com

Thu, Mar 13, 2025 at 4:39 PM



Address not found

Your message wasn't delivered to **compliance@kurfiss.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. [SJ1PEPF000026C9.namprd04.prod.outlook.com 2025-03-13T20:39:41.995Z 08DD6097FB5C0206]

Final-Recipient: rfc822; compliance@kurfiss.com

Action: failed

Status: 5.4.1

Remote-MTA: dns; kurfiss-com.mail.protection.outlook.com. (2a01:111:f403:c902::14, the server for the domain kurfiss.com.)

Diagnostic-Code: smtp; 550 5.4.1 Recipient address rejected: Access denied. [SJ1PEPF000026C9.namprd04.prod.outlook.com 2025-03-13T20:39:41.995Z 08DD6097FB5C0206]

Last-Attempt-Date: Thu, 13 Mar 2025 13:39:49 -0700 (PDT)

 **noname**
4K

Steve Boerner <stephen.boerner@gmail.com>
To: Juliana Martell <julianamartell@gmail.com>, linda@kurfiss.com

Fri, Mar 14, 2025 at 8:30 AM

Dear Linda,

I have made multiple attempts to contact you, the chairman, and other representatives at your brokerage regarding my property.

Despite these efforts, I have not received any response from your team.

This lack of communication is concerning, particularly as your brokerage continues to market my property without proper authorization.

This activity may potentially violate applicable real estate regulations and my rights as the property owner.

I request a response by noon today regarding:

1. The immediate cessation of unauthorized marketing activities for my property (WITH FROM MLS IMMEDIATELY)
2. Acknowledgment of my previous communications and response address the point I wish to not repeat.

I was also going to do the courtesy of not escalating Juliana's actions of conflict of interest and the deceitful renewal practice behind the HOA board and property management company.

Regardless of your actions today, I'm running this up the ladder to all oversight organizations related to the role of realtor and the state of Pennsylvania and nationally within the National Association of Realtors (NAR).

Just please already, a response. Would be lovely.

[Quoted text hidden]

2 attachments

 **Demand Letter - Kurfiss Sotherbys International Realty.pdf**
136K

 **Legal-Demand-Kurfiss-Sothebys-3.13.25.pdf**
98K

Melissa Bemer <melissabemer@gmail.com> Fri, Mar 14, 2025 at 11:51 AM
To: Steve Boerner <stephen.boerner@gmail.com>
Cc: lamarchesino@kurfiss.com, Juliana Martell <martell@kurfiss.com>, Juliana Martell <julianamartell@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@gmail.com>

Juliana, Joan and Steve,

I just submitted the docuSign terminating Kurfiss services. I signed this document terminating the services for my own reasons, not for the reasons Steve identified in his demand letter sent on 3/10/25.

Thanks,
Melissa

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com> Fri, Mar 14, 2025 at 1:54 PM
To: Juliana Martell <julianamartell@gmail.com>

Please withdraw MLS. Confirm when complete
[Quoted text hidden]

Maria Testa, Esquire <maria@tpfamilylaw.com> Mon, Mar 17, 2025 at 8:58 AM
To: Steve Boerner <stephen.boerner@gmail.com>, Randi Penn <randi@tpfamilylaw.com>

Hi,

Please see attached and below. I am SWAMPED today, but if you have time, can you please connect with Randi so I can respond?

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

<https://www.tpfamilylaw.com/>

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Suite 1200
Philadelphia, PA 19102

Radnor

150 N. Radnor Chester Road

Suite F-200

Radnor, Pennsylvania 19087

From: Carolyn R. Mirabile <cmirabile@wglaw.com>
Date: Monday, March 17, 2025 at 8:55 AM
To: Maria Testa, Esquire <maria@tpfamilylaw.com>
Subject: FW: Demand Letter

Maria: I am sending you one of many emails my client has received regarding the sale of the condo. As a result of the emails and actions of your client the Relator is no longer the listing agent and your client has unilaterally secured a new Realtor and wants the condo price reduced significantly. He also says he is no longer paying the mortgage beginning this month even though your client has been living at the condo. Please let me know if you are free to speak today to discuss this issue. Carolyn

Carolyn R. Mirabile, Partner

Weber Gallagher

700 American Ave, Suite 206

King of Prussia, PA 19406

T: 610.278.1524 M: 484.645.4602 F: 267.284.4337

cmirabile@wglaw.com, www.wglaw.com

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Weber Gallagher Simpson Stapleton Fires & Newby LLP

2 attachments



Demand Letter - Kurfiss Sotherbys International Realty.pdf
136K



Legal-Demand-Kurfiss-Sothebys-3.13.25.pdf
98K

Steve Boerner <stephen.boerner@gmail.com>
To: "Maria Testa, Esquire" <maria@tpfamilylaw.com>
Cc: Randi Penn <randi@tpfamilylaw.com>

Mon, Mar 17, 2025 at 10:18 AM

Since October 1, 2024, I have spent eight nights at the condo during its vacancy. Two of those nights were when the Philadelphia Eagles won the Super Bowl. And six of those nights were based out of necessity such as the last three nights in which I have been here strictly to service the needs of the marital property. I've been meeting with real estate investors, advisors, real estate attorneys, I've taken the pictures that will serve as the new listings 31 photos that were removed when I fired the realtor who didn't get a single offer for 234 days and systematically overpriced our condo. The same Realtor I fired held Multiple conflicts of interest, none of which were disclosed, which is a major breach under the national association of realtors in a violation of both her code of ethics and professional Standards that realtors are held to. First of all, she lives in the same building. Second of all this Realtor serves as the vice president of the homeowners association.

On one hand, she was issuing demands for past due homeowners association, dues and threatening, legal action, and on the other hand, she was our sellers agent. This is the same sellers agent took advantage of her clients being divorced and uncommunicative as she disguised a Six month renewal contract as a \$1000 price decrease. This is all documented in how she executed sleight-of-hand to a couple that was vulnerable and expecting the thousand dollar price decrease signing documents, but was served at renewal without disclosure or transparency.

This realtor has been reported to the board and it is known that she failed to issue a conflict of interest statement to the board as well. In overseeing the marital estate, it becomes an obligation to remove her from the point person Whom we trust to sell our condo.

I had third-party hired data And individual advisors Appraise the pricing and strategy of our former realtor and in the process of sharing that data with Melissa was met with a ineptitude and unwillingness to review the information. All the data came back supporting systematic over pricing.

Melissa has only been greedy about decision-making related to the properties listing price. It became apparent to me she was inept, incapable, and unwilling to participate in proper appraisal of the information I started to share with her .

I cited State doctrine that supports me. There is financial misconduct at play and there is my Disability...

And Maria,

Drive into this lawyers skull A few key things:

- Her client has sent me three unsolicited proposals in 2025 - one of which with a timeline ultimatum they caused me undue harm and mental distress- Melissa's proposed strategy is to circumvent lawyers as she put in writing

- Melissa's proposals are so disconnected, Irrational and uneducated Throwing out proposed terms that would be detrimental to her own financial well-being- The words use in these emails are extremely elementary and so concerning that acting on them would be unethical

^^^ Proposing such terms, In the form of unsolicited proposals sent via email with the intent to Circumvent legal and then to pressure me with a time based ultimatum is extremely inappropriate and I let that be known

^^^ please also note that I sent you the first proposal on February 25, 2025. For the sake of getting your information to issue a response, I won't address The lack of response to review the proposal and also my request in that same email February 25 to your assistant to a meeting for the first available opening in your schedule. I need a lawyer to catch up and act and then we will discuss

Continuing...

- her client Deepens her track record of unilateral decision-making - late September 2024, which was Pre-October 1st 2024, (The day 1 that our condo became vacant from tenants offsetting a monthly fixed cost of \$3500 required to service the condo)

I emailed Melissa in late September 2024 to remind her of this upcoming Obligation

Melissa replied to my email In late September 2024. I can paraphrase her response as: "Go fuck yourself."
Although she use different words, she let it be known that her unilateral decision was to abandon financial obligation.

Since, She has remained 100% disassociated with all costs while remaining very engaged in the activities around selling the property and her perceived proceeds to come from it.

She further blocked me from a shared Gmail account we established in our marriage. Another example of an Another example of unilateral decision-making unilateral decision-making.

Much of the admin for the condo's cost obligation was managed through that email address. I have documented eight requests that I issued to her Since separation - essentially me pleading for her to share in the access that she restricted.

Even while working on financial disclosure documentation, I wrote to Melissa and told her that to help my ability to provide a thorough financial disclosure having access to that email address was imperative because that email address is the username and associated email to multiple accounts that I manage related to the condominium. Even with that reasoning, she declined To share access and only out of spite. Melissa has served as a bump on a log that shifts and positions itself in unreasonable and unpredictable ways. I had no choice but to act independently and Pennsylvania State doctrine is clear and what it supports.

To go back further regarding unilateral decision-making. I was diagnosed with a disability related to my mental health in June 2024. In July 2024, Melissa voluntarily quit her job without telling me and I began August 2024 without the medical care that took months to set up. I was not even informed by Melissa herself. It took me asking Melissa the status of her employment for her to tell me that she quit at the end of July and benefits were lost on the last day of the month that she quit.

So:

1) Financial misconduct

2) Medical abandonment

3) Complete lie about me living at the condo - I have spent eight nights here since October 1, 2024, when the condo became vacant and the tenants left

two nights were spent here for pleasure and six nights on necessity such as the last several nights as I wake up every day, servicing the property meeting with realtors and exploring creative ways to solve the issue related to our unsold Condo

.0119 % of the days since October 1, 2024 I have stayed at the condo based on non-necessity that being two nights out of 168 possible nights

.0357 % of the day since October 1, 2024 I have stayed at the condo based purely on the necessity to be here for Service repairs cleaners meeting with realtors showing the condo to real estate investors that being six nights out of 168 possible nights

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>
To: "Maria Testa, Esquire" <maria@tpfamilylaw.com>
Cc: Randi Penn <randi@tpfamilylaw.com>

Mon, Mar 17, 2025 at 3:25 PM

Please let me know if you held the call with Melissa's lawyer. I'm not here to tell you what to do in your job, but all I ask is you are aggressive and strong. I believe we hold the advantage and I believe Melissa is scared, resorting to lies. Melissa took the stance that she would not be paying anything towards the \$3,500 fixed costs monthly and she made that stance in since September 2024. Only NOW is she claiming she has no responsibility for that monthly tab bc she claims I "have been living there." This lawyer is getting fed lies fabrications that are baseless and this lawyer is coming to your door step with undocumented, unprovable information. That is Melissa's favorite information, baseless information. I want full attack mode, I want to leverage my disability to the maximum, and I want to point to financial misconduct, medical abandonment, a history of marital related abandonment I could fill a book with my documentation, and financial ineptitude so greedy she became a liability and incapable of being a sound mind in the dealings of this property we own together. Unilateral decisions she's made aren't warranted. But the single act I was forced to take in replacing a dirty realtor and correcting a misguiding pricing strategy was required to save and protect the marital property. I also took a bridge loan and it's written as a personal obligation non collateralized to ensure it falls under marital debt. This was for \$12,500 for float the property costs January , February, and March. Now exhausted.

[Quoted text hidden]

Randi Penn <randi@tpfamilylaw.com>
To: Steve Boerner <stephen.boerner@gmail.com>, "Maria Testa, Esquire" <maria@tpfamilylaw.com>

Mon, Mar 17, 2025 at 3:28 PM

Good afternoon:

Maria has been in hearings; we will be incorporating your responses you provided into a written response to her counsel. We will keep you updated!

Thank you!

Randi

RANDI PENN-DEZII

SENIOR PARALEGAL

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401

t 610.239.1000 | f 215.814.8998

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>
To: Randi Penn <randi@tpfamilylaw.com>
Cc: "Maria Testa, Esquire" <maria@tpfamilylaw.com>

Tue, Mar 18, 2025 at 1:16 PM

Randi,

When will the letter be issued? Every day Melissa isn't signing the listing agreement is a day the condo is off the market. This is awful on Melissa's part to delay this

[Quoted text hidden]

Maria Testa, Esquire <maria@tpfamilylaw.com>
To: "Carolyn R. Mirabile" <cmirabile@wglaw.com>
Cc: Steve Boerner <stephen.boerner@gmail.com>

Tue, Mar 18, 2025 at 1:20 PM

Hello,

Unfortunately, your client has given you information based on inaccuracies and half-truths.

For clarification, your client was aware of the Realtor situation; as there have been a series of issues with this individual, including her failure to disclose to the parties' and the condo board that she, herself, is a not only a resident in the building, but the Vice President of the Homeowners' Association. Knowing the parties' situation as the acting listing/seller's agent, she continued to issue demands in her capacity as an Association board member for past due association fees and dues, including threatening legal action. Additionally, the property sat active for over 200 days without a single offer. An obvious indication the listing was outrageously overpriced. Due to the various issues, leaving my client distrusting of this individual to represent either party's best interest, he discussed with your client the intention to disengage with this person. You stated yourself that your client received "multiple emails" so, it can be assumed that this change is not a shock to her. In fact, your client is in sole operation of the email account directly associated with the condo and its management.

Your client continues to take what she can from Mr. Boerner with no intention of reaching resolution. Her so-called proposals are insulting to my client and his current situation. Again, I must waste time correcting your client's representations to you regarding my client "living" at the property. My client has spent a total of **8 nights** at the property since it's vacancy in October 2024. Of those 8 nights, 2 of them were for his own reasoning; with the remainder being for various needs, repairs, service visits, and general upkeep of the property. Your client has been aware since late September 2024 that my client's resources were quickly depleting and by March 2025, he would no longer have the resources to financially maintain the property.

Each day your client refuses to sign the listing agreement is another day the condo remains off market.

Given the above and the current market temperature, I would expect this issue will be resolved very soon.

Thank you.

[Quoted text hidden]

Randi Penn <randi@tpfamilylaw.com>
To: Steve Boerner <stephen.boerner@gmail.com>
Cc: "Maria Testa, Esquire" <maria@tpfamilylaw.com>

Tue, Mar 18, 2025 at 1:44 PM

We have sent a response to her counsel. We are hoping to receive a response and move this along for you.


[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>
To: Randi Penn <randi@tpfamilylaw.com>
Cc: "Maria Testa, Esquire" <maria@tpfamilylaw.com>

Wed, Mar 19, 2025 at 2:55 PM

Randi, please see the attached - my analysis of Melissa's financial disclosure, cross-referenced with timeline of events, pointing to irregularities and likely concealment of employment, concealment of income, etc. If Maria could review this detail ahead of Monday's meeting at 9am, that would be appreciated.

[Quoted text hidden]

 **Financial Disclosure Analysis by Stephen Boerner.pdf**
127K

Randi Penn <randi@tpfamilylaw.com>
To: Steve Boerner <stephen.boerner@gmail.com>
Cc: "Maria Testa, Esquire" <maria@tpfamilylaw.com>

Wed, Mar 19, 2025 at 2:57 PM

Received, thank you!

[Quoted text hidden]

Maria Testa, Esquire <maria@tpfamilylaw.com>
To: Steve Boerner <stephen.boerner@gmail.com>, Randi Penn <randi@tpfamilylaw.com>

Mon, Mar 24, 2025 at 8:48 AM

Hi,

Please see below. We can discuss on our call.

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

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Radnor, Pennsylvania 19087

From: Carolyn R. Mirabile <cmirabile@wglaw.com>

Date: Friday, March 21, 2025 at 2:31 PM

To: Maria Testa, Esquire <maria@tpfamilylaw.com>

Subject: RE: Demand Letter

Maria: I will address issues you raised in your email to me and reserve my client's right to argue your client has dissipated the marital estate in the divorce.

With respect to the condo, my client has met with the realtor and has signed the listing agreement. It my understanding the condo is now listed for sale. Please note, my client is reserving the right to argue the listing price is below market value but she is aware the parties need to get the condo sold. There remains outstanding HOA fees in excess of \$3,500 which your client has not paid. My client will be paying \$1,000 towards the fees and she is asking that your client to also pay \$1000 towards the outstanding fees. Additionally, for the next three months the parties shall equally divide the costs of the HOA fees moving forward.

With respect to the mortgage, my client is willing to equally divide this expense as well for the next three months. If the house does not sell in the next three months the parties will have to reassess payment of the costs.

Finally, please have your client provide a full accounting of the cryptocurrency account he depleted. I previously requested this information in discovery and have not received a response. Please also confirm your client will pay his share of the obligations for the next three months. Thank you ~ Carolyn

Carolyn R. Mirabile, Partner

Weber Gallagher

700 American Ave, Suite 206

King of Prussia, PA 19406

T: 610.278.1524 M: 484.645.4602 F: 267.284.4337

cmirabile@wglaw.com, www.wglaw.com

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Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: Maria Testa, Esquire <maria@tpfamilylaw.com>
Sent: Tuesday, March 18, 2025 1:20 PM
To: Carolyn R. Mirabile <cmirabile@wglaw.com>
Cc: Steve Boerner <stephen.boerner@gmail.com>
Subject: Re: Demand Letter

EXTERNAL EMAIL

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>
To: Karen Oglesby <Karen@cpihome.com>, Karen Lanetti <KLanetti@cainecpa.com>

Thu, Apr 10, 2025 at 10:46 AM

Karen,

I have not yet seen the board meeting minutes distributed from the last meeting held for all owners.

As I previously mentioned via email, I am unable to access the former joint Gmail account I once shared with Melissa, which is no longer active or accessible to me.

If the minutes were sent there, please ensure that all future correspondence is directed to the Gmail address I'm writing from now -

stephen.boerner@gmail.com

That said, I don't believe the meeting minutes were sent out to anyone. In any case, I am formally requesting a copy of the annual board meeting minutes at this time.

I am expecting I will be able to read clearly the discussions held specifically around the delinquency topic, whether done at the annual board meeting presented to condo owners as well as delinquency discussions held prior to the annual condo wide meeting, and meetings held after discussions delinquency topic and other pertinent topics I'm interesting in reviewing in full.

If there were any board meetings held among officers outside of the annual board meeting, there should be minutes for. I am requesting all HOA related meetings that were documented with meeting minute notes to be shared from the last 12 months

Thank you.

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>
To: Karen Oglesby <Karen@cpihome.com>, Karen Lanetti <KLanetti@cainecpa.com>

Wed, Apr 16, 2025 at 5:26 PM

Karen,

My request for minutes remains outstanding. Is there any reason they are being withheld? Please review my prior email.

[Quoted text hidden]



Stephen Boerner <stephen.boerner@gmail.com>

FW: Bemer/Boerner follow-up regarding mortgage

3 messages

Maria Testa, Esquire <maria@tpfamilylaw.com>
To: Steve Boerner <stephen.boerner@gmail.com>

Tue, Apr 15, 2025 at 3:20 PM

Hi,

Please see below. I am on vacation this week, but this seemed urgent. Can you confirm this is being paid, please?

Testa & Pagnanelli, LLC



[325 Swede Street | Suite 201 | Norristown, PA 19401](#)

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

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[Suite F-200](#)

[Radnor, Pennsylvania 19087](#)

From: Carolyn R. Mirabile <cmirabile@wglaw.com>
Date: Tuesday, April 15, 2025 at 2:58 PM
To: Maria Testa, Esquire <maria@tpfamilylaw.com>
Subject: Berner/Boerner follow-up regarding mortgage

Maria: My client informs me that she deposited one-half of the mortgage payment into the shared account from which PNC pulls the mortgage payment. The payment is due and your client has not paid his half. Please advise this will be completed today. My client is concerned about your client's lack of response to the bills being due considering he was so aggressive when he wanted to change realtors. The parties have a three-month listing with the realtor your client chose. While the parties wait for the house to be sold, the mortgage must be paid.

Please confirm. Carolyn

Carolyn R. Mirabile, Partner

Weber Gallagher

[700 American Ave, Suite 206](#)

[King of Prussia, PA 19406](#)

T: 610.278.1524 M: 484.645.4602 F: 267.284.4337

cmirabile@wglaw.com, www.wglaw.com

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Weber Gallagher Simpson Stapleton Fires & Newby LLP

Steve Boerner <stephen.boerner@gmail.com>
To: "Maria Testa, Esquire" <maria@tpfamilylaw.com>

Wed, Apr 16, 2025 at 8:43 AM

I will issue response today to you. Or should I send to Randi you assistant? Or respond direct to Melissa's lawyer?

[Quoted text hidden]

Maria Testa, Esquire <maria@tpfamilylaw.com>
To: Steve Boerner <stephen.boerner@gmail.com>, Randi Penn <randi@tpfamilylaw.com>

Wed, Apr 16, 2025 at 8:44 AM

Hi!

If you could respond to Randi, she will get it to opposing counsel.

Testa & Pagnanelli, LLC

[325 Swede Street | Suite 201 | Norristown, PA 19401](#)
t [610.239.1000](tel:610.239.1000) | f [215.814.8998](tel:215.814.8998)
maria@tpfamilylaw.com
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Radnor
150 N. Radnor Chester Road
Suite F-200
Radnor, Pennsylvania 19087

Sent from my iPhone, please excuse typos and grammatical errors

On Apr 16, 2025, at 8:43AM, Steve Boerner <stephen.boerner@gmail.com> wrote:

I will issue response today to you. Or should I send to Randi you assistant? Or respond direct to Melissa's lawyer?

On Tue, Apr 15, 2025 at 3:20 PM Maria Testa, Esquire <maria@tpfamilylaw.com> wrote:

Hi,

Please see below. I am on vacation this week, but this seemed urgent. Can you confirm this is being paid, please?

Testa & Pagnanelli, LLC



[Quoted text hidden]

[Quoted text hidden]



image001[78].jpg
8K



Stephen Boerner <stephen.boerner@gmail.com>

Listing contract

1 message

Chuck Lindsay <Chuck@centercityteam.com>
To: Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 14, 2025 at 5:01 PM

Let me know if you need any changes. Sections like mortgage aren't required to be completed.

Charles M. Lindsay

BHHS Fox & Roach-Center City Walnut
530 Walnut Street, Suite 480, Philadelphia, PA 19106
Direct: [215.440.8170](tel:215.440.8170)
Mobile: [610.636.5285](tel:610.636.5285)
Fax: [888.308.1148](tel:888.308.1148)
Email: Chuck@centercityteam.com
<http://www.CenterCityTeam.com>

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Ranked top 5 real estate team in city of PHILADELPHIA! (2019)
Ranked #23 real estate team in state of PENNSYLVANIA! (2019)
Ranked #37 out of 45,000 BHHS Agents WORLDWIDE! (2018)
2018, 2017, 2016, 2015, 2014 "America's Best Real Estate Agents" (national award by Real Trends)
2018, 2017, 2016, 2015, 2014 PREA 100 - Top 100 RE Agents (national award by Berkshire Hathaway)
2018, 2017, 2016, 2015, 2014 Best of Zillow/Trulia Top Agent Award
2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010 - Top Real Estate Agent (Philadelphia Mag)

Assistant Contact Info

Stephanie Friend Stephanie@CenterCityTeam.com 215.440.2093

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**Listing_Contract__Exclusive_Right_to_Sell_Real_Estate__8_24 (1).pdf**

326K



Stephen Boerner <stephen.boerner@gmail.com>

Listing contract

7 messages

Chuck Lindsay <Chuck@centercityteam.com>
To: Steve Boerner <stephen.boerner@gmail.com>

Fri, Mar 14, 2025 at 5:01 PM

Let me know if you need any changes. Sections like mortgage aren't required to be completed.

Charles M. Lindsay

BHHS Fox & Roach-Center City Walnut
530 Walnut Street, Suite 480, Philadelphia, PA 19106
Direct: [215.440.8170](tel:215.440.8170)
Mobile: [610.636.5285](tel:610.636.5285)
Fax: [888.308.1148](tel:888.308.1148)
Email: Chuck@centercityteam.com
<http://www.CenterCityTeam.com>

CenterCityTeam Awards

Ranked top 5 real estate team in city of PHILADELPHIA! (2019)
Ranked #23 real estate team in state of PENNSYLVANIA! (2019)
Ranked #37 out of 45,000 BHHS Agents WORLDWIDE! (2018)
2018, 2017, 2016, 2015, 2014 "America's Best Real Estate Agents" (national award by Real Trends)
2018, 2017, 2016, 2015, 2014 PREA 100 - Top 100 RE Agents (national award by Berkshire Hathaway)
2018, 2017, 2016, 2015, 2014 Best of Zillow/Trulia Top Agent Award
2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010 - Top Real Estate Agent (Philadelphia Mag)

Assistant Contact Info

Stephanie Friend Stephanie@CenterCityTeam.com 215.440.2093

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Listing_Contract__Exclusive_Right_to_Sell_Real_Estate__8_24 (1).pdf
326K

Steve Boerner <stephen.boerner@gmail.com>
To: Melissa <melissabemer@gmail.com>

Sat, Mar 15, 2025 at 11:38 AM

The top priority right now is to ensure the MLS listing is reposted today at a price that accurately reflects the appropriate level, considering the factors Juliana missed and we failed to address earlier.
I can substantiate my reasoning for Juliana, why I went the route I did, and so on - And I promise I will do so.

The first important piece of information to know is that I was prepared to transition near-seamlessly into a qualified realtor who specializes in distressed "need to sell" situations like ours.

I'm going to be direct here regarding the financial obligations we both agreed to take on jointly. Since October 1, 2024, you've effectively left me to shoulder the burden alone. This constitutes financial misconduct. I initially raised the issue politely back in September 2024, pointing out that we were facing a major problem: the loss of tenants and nearly \$3,500 in monthly costs, with \$2,800 in income about to disappear. I personally refunded the renters' security deposit in full, and

for the past six months, I've carried the entire financial burden—a situation stemming from your decision, seemingly fueled by spite and resentment toward me.

We're all struggling here; you're not alone in feeling devastated. I'm resentful, you're resentful—but let's set that aside. It's time to come together, address this property issue, and resolve it once and for all.

You criticize me for doing this or that, yet you've never objected to me covering your share of the bills every month. You've never hesitated to let me build equity for you without a single dollar contributed on your part. You treat me like a doormat, and I feel like one. Still, I am determined to set that aside and fulfill my fiduciary duty to the marital estate, as that's the right thing to do. You have the same legal obligation. I stepped in because I had no choice—if I hadn't, we'd be six more months on the market, risking foreclosure on the marital estate, which would be a devastating outcome.

Continuing with being straightforward, there's no upside in this for either of us. Starting March 17, 2025, day one of the next billing statement period for Mr. Cooper + Philadelphia prop tax (they are merged into one), I will no longer be making payments as it marks the beginning of a new billing period. If you've read my letters from last week, you're already aware of this. I've had to secure a bridge loan to cover the last three months of fixed costs, giving Juliana a chance to sell it—but let's be honest, Juliana is a snake. I wonder if you factored that into your reasoning for signing the agreement. You didn't explain your reasoning, only mentioned that you had your own. When I got under the hood and really looked at her actions, the timing, the wording, she snaked us purposely. Trust me on that. Don't empathize with her. You know I dig and I dug. She took advantage of us and our vulnerability and she attempted to secure her income first before our interests. I'm sure you see that. If you felt lost under her leadership, you're not alone. I'm taking over.

When I came to terms with all of this, it lit a fire in me. I've stepped up to take the reins as best as I can. Recognizing my limitations, I've sought help. I now have a small group of people supporting both of us—they want what's best, and emotions are not part of the equation. I've brought on advisors in every key area, along with others who are helping me stay on track with deadlines and keep everything organized. I can't do this alone.

With that, we have a top 5 brokerage team in the city now and Chuck Lindsay from the Center City Team under Berkshire Hathaway is the savior we'll lean on who came specifically recommended for the speed and precise marketing we need. And we can start today, but we have to list at \$399,000 today. The attached is a mock listing agreement. Chuck put \$389,900 on there, but wants to list for \$399,000 for 10 days.

Since I came to the city to take the photos and handle tasks Chuck ethically couldn't address until the termination agreement with Juliana was finalized, we're now able to relist the property at \$399,000. As is typical for any realtor, Juliana took all the original photos with her. So, I stepped in and took new pictures, created a 360-degree virtual tour—something Juliana absolutely should have done—prepared a detailed floor plan, and even put together a one-pager for visitors. This one-pager includes information about the condo's location, nearby grocery stores, schools, activities, and a yearly events calendar, like that Chinese festival around the corner we enjoyed so much. All of this adds value for potential buyers.

This is how it should have been, but when I dug deeper (much of which I kept to myself), what I discovered about Juliana was some of the worst handling and coordinated, systematic pricing—so bad it should be considered a crime. She disclosed none of it. Every realtor I've shared the scenario with has confirmed what I'm telling you now, even without all the details.

We need to relist today. Please review this email, check Chuck's profile, and call him if necessary.

Chuck's Cell: 610-636-5285

I trust Chuck—he came highly recommended—so let him take the lead in the conversation. H

By April 17th, we will have unpaid property taxes, mortgage, utilities, and HOA dues (4D and 4C), among other expenses. I can no longer manage these costs on my own. As of now, aside from the HOA dues, everything else is fully paid.

But starting April 17th, when payments are missed, this property will move toward default and eventually foreclosure. That said, I've already reached out to our lenders because it's best to get ahead of this situation, so they have it in their inboxes. I'll be coordinating with them this week. We will not hide from our lenders. It's in our best interest that I take the lead in coordinating around some of the special programs they offer, and I'm happy to keep you updated.

Once the bank seizes it, we'll lose all equity, and our credit will be permanently damaged.

[Chuck Lindsay Profile](#)

If you agree, the MLS is going back up at \$399,000 - just so you know, if we sell at \$370 or less, we have to cut a check and go out of pocket to sell. That is our floor. Just so you know, and that floor goes up every month we don't make

payments on the property. so now is the time to firesale and dealing with the market. after 10 days at \$399,000 we drop to \$389,000.

Today, we can list with new pictures and an updated property description at a price that will actually attract offers for negotiation. Our property is becoming increasingly difficult to sell. The Trump Tariffs are not stopping buyers. Construction costs will rise every week. The ideal buyer for us will be either duplicates of us or older individuals, not families, and certainly buyers who see the potential for \$50,000 to \$75,000 in construction starting from day one. Building up four floors without a service elevator is one reason construction costs will be high, especially with the escalating tariffs.

[read this about trump tariffs, show your dad, ask him for advice, he's in the know](#)

I'm going to give Chuck your email address because he's going to send you a version of the attached PDF, which is the markup of the listing agreement with the incorrect starting price. It's going to arrive via DocuSign, just like all the other times. I'm going to tell him right now to send it to you, and so you can take a moment to read this. But if by 3 PM, or in the middle of our afternoon, or even sooner, you could sign the listing agreement, there is no loss in doing so, only loss in not doing so.

[Quoted text hidden]

 **Listing_Contract___Exclusive_Right_to_Sell_Real_Estate___8_24 (1).pdf**
326K

Melissa <melissabemer@gmail.com>
To: Steve Boerner <stephen.boerner@gmail.com>

Sun, Mar 16, 2025 at 8:49 AM

Steve,

I sent this to my lawyer for review and I will also review it and follow up with you this week.

Melissa

Sent from my iPhone

On Mar 15, 2025, at 11:38AM, Steve Boerner <stephen.boerner@gmail.com> wrote:

[Quoted text hidden]

<Listing_Contract___Exclusive_Right_to_Sell_Real_Estate___8_24 (1).pdf>

Melissa Bemmer <melissabemer@gmail.com>
To: Steve Boerner <stephen.boerner@gmail.com>

Sun, Mar 16, 2025 at 10:05 AM

Also, do you want to take the condo? Would your parents co sign on the mortgage so you can refinance and then we could do a quitclaim deed and I can be off the mortgage and deed and you could have sole control over the property/selling/marketing and profit? We can call it even on the mortgage you paid the last 6 months? Let me know.

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>
To: Chuck Lindsay <Chuck@centercityteam.com>

Sun, Mar 16, 2025 at 12:45 PM

Chuck, I noticed the Seller's Disclosure is marked as completed in DocuSign, but it only has my signature. It appears Melissa is not listed as a required signer for the Seller's Disclosure.

I just want to confirm that both the Seller's Disclosure and the bundled Listing Agreement documents (consumer policy, lead paint form, listing agreement) were sent to her correctly. The Listing Agreement bundle of docs seem fine; no issues there.

However, it looks like the Seller's Disclosure might not have been sent properly. I may have misunderstood our discussion yesterday about how you were handling that as I recall you had an order to things. Just double checking to avoid delays.

Update in General:

As you can see, the Listing Agreement and related documents remain unsigned. Melissa informed me late last night (Sunday, March 15th) that she is exercising her right to have the Listing Agreement docs reviewed by her lawyer.

To provide the best opportunity for planning both your activities related and unrelated to the upcoming listing of my condo with you, I want to ensure clear and transparent communication between co-owners regarding the listing agreement you are being hired to execute. Her most recent response, after informing me about her lawyer's required review, was as follows:

Written as:

"Also, do you want to take the condo? Would your parents co sign on the mortgage so you can refinance and then we could do a quitclaim deed and I can be off the mortgage and deed and you could have sole control over the property/selling/marketing and profit? We can call it even on the mortgage you paid the last 6 months? Let me know."

She might not fully understand how quitclaims operate, particularly that they only transfer ownership of equity, voting rights, and related interests. They do not absolve a co-owner of their shared responsibility for debts that were jointly signed for, even if they relinquish ownership rights through a quitclaim.

I'm urging her to take immediate action and sign the listing agreement while the divorce negotiations are ongoing.

Please ensure Melissa has access to the Seller's Disclosure document in DocuSign. I will also provide her with the Seller's Disclosure outside of DocuSign. If her lawyer receives listing-related documents without the Seller's Disclosure included, it could delay our timeline due to additional requests or reviews. To prevent this, I will send her the downloaded, incomplete documents you provided in DocuSign today, Sunday, March 16th.

Long emails won't be the norm. thanks

[Quoted text hidden]

Charles Lindsay <chuck@centercityteam.com>
To: Steve Boerner <stephen.boerner@gmail.com>

Sun, Mar 16, 2025 at 1:50 PM

Melissa has the listing contract and sellers disclosure but neither is signed yet. The completed sellers disclosure is when I sent it to you to complete, after you completed it it was sent to Melissa for signing.

Charles M. Lindsay

BHHS Fox & Roach-Center City Walnut

530 Walnut Street, Suite 480, Philadelphia, PA 19106

Direct: 215.440.8170

Mobile: 610.636.5285

Fax: 888.308.1148

Email: Chuck@centercityteam.com

<http://www.CenterCityTeam.com>

CenterCityTeam Awards

Ranked top 5 real estate team in city of PHILADELPHIA! (2019)

Ranked #23 real estate team in state of PENNSYLVANIA! (2019)

Ranked #37 out of 45,000 BHHS Agents WORLDWIDE! (2018)

2018, 2017, 2016, 2015, 2014 "America's Best Real Estate Agents" (national award by Real Trends)

2018, 2017, 2016, 2015, 2014 PREA 100 - Top 100 RE Agents (national award by Berkshire Hathaway)

2018, 2017, 2016, 2015, 2014 Best of Zillow/Trulia Top Agent Award

2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010 - Top Real Estate Agent (Philadelphia Mag)

Assistant Contact Info

Stephanie Friend

Stephanie@CenterCityTeam.com

215.440.2093

Reminder: email is neither secure nor confidential. BHHS Fox & Roach/Trident will never request that you send funds or nonpublic personal information (such as credit card or debit card numbers or bank account and/or routing numbers) to us by email. If you receive a message concerning any transaction involving BHHS Fox & Roach/Trident, requesting that you

send funds or provide nonpublic personal information by unsecured return email, do not respond to the message and immediately contact us. To notify the company of suspected email fraud, contact: fraudreport@foxroach.com.

On Mar 16, 2025, at 12:46 PM, Steve Boerner <stephen.boerner@gmail.com> wrote:

[Quoted text hidden]

Steve Boerner <stephen.boerner@gmail.com>

Sun, Mar 16, 2025 at 5:00 PM

To: Melissa Berner <melissaberner@gmail.com>

Attached is my response in full. I ask you to take it to your lawyer. And I ask that you no longer position proposals informally over email. Please keep conversation between us strictly related to the condo. This is to protect the both of us.

The most urgent topic is the relisting of the property at \$399,000 which is pending your signatures in Docusign. In my letter i state that I've attached what is in already in your Docusign. That is untrue as I'm unable to do so and it would be redundant.

What you need is accessible in Docusign, but my aleached PDF letter addresses your proposal(s) and other related topics.

Please take it seriously.

[Quoted text hidden]



3.16.2025-Response to QuitClaim Deed Transfer Recieved 3.16.25.pdf

56K

Re: Bemmer/Boerner follow-up regarding mortgage

From: **Maria Testa, Esquire** | maria@tpfamilylaw.com

April 15 at 3:20 PM

To: **Steve Boerner** | stephen.boerner@gmail.com

Hi,

Please see below. I am on vacation this week, but this seemed urgent. Can you confirm this is being paid, please?

Testa & Pagnanelli, LLC



325 Swede Street | Suite 201 | Norristown, PA 19401

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

www.tpfamilylaw.com/

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With Satellite Offices in:

Philadelphia

1515 Market Street

Suite 1200

Philadelphia, PA 19102

Radnor

150 N. Radnor Chester Road

Suite F-200

Radnor, Pennsylvania 19087

From: **Carolyn R. Mirabile** | cmirabile@wglaw.com

To: **Maria Testa**

April 15 at 2:58 PM

Maria: My client informs me that she deposited one-half of the mortgage payment into the shared account from which PNC pulls the mortgage payment. The payment is due and your client has not paid his half. Please advise this will be completed today. My client is concerned about your client's lack of response to the bills being due considering he was so aggressive when he wanted to change realtors. The parties have a three-month listing with the realtor your client chose. While the parties wait for the house to be sold, the mortgage must be paid.

Please confirm. Carolyn

Carolyn R. Mirabile, Partner

Weber Gallagher

700 American Ave, Suite 206

King of Prussia, PA 19406

T: [610.278.1524](tel:610.278.1524) M: [484.645.4602](tel:484.645.4602) F: [267.284.4337](tel:267.284.4337)

cmirabile@wglaw.com, www.wglaw.com

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Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: **Steve Boerner** | stephen.boerner@gmail.com

April 16 at 8:43 AM

To: **Maria Testa, Esquire** | maria@tpfamilylaw.com

I will issue response today to you. Or should I send to Randi you assistant? Or respond direct to Melissa's lawyer?

From: **Maria Testa, Esquire** | maria@tpfamilylaw.com

April 16 at 8:45 AM

To: **Steve Boerner** | stephen.boerner@gmail.com, **Randi Penn** | randi@tpfamilylaw.com

Hi!

If you could respond to Randi, she will get it to opposing counsel.

Testa & Pagnanelli, LLC

325 Swede Street | Suite 201 | Norristown, PA 19401

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

<https://www.tpfamilylaw.com/>

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Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia

1515 Market Street

Suite 1200

Philadelphia, PA 19102

Radnor

150 N. Radnor Chester Road

Suite F-200

Radnor, Pennsylvania 19087

Sent from my iPhone, please excuse typos and grammatical errors

Re: Part 1 of 2

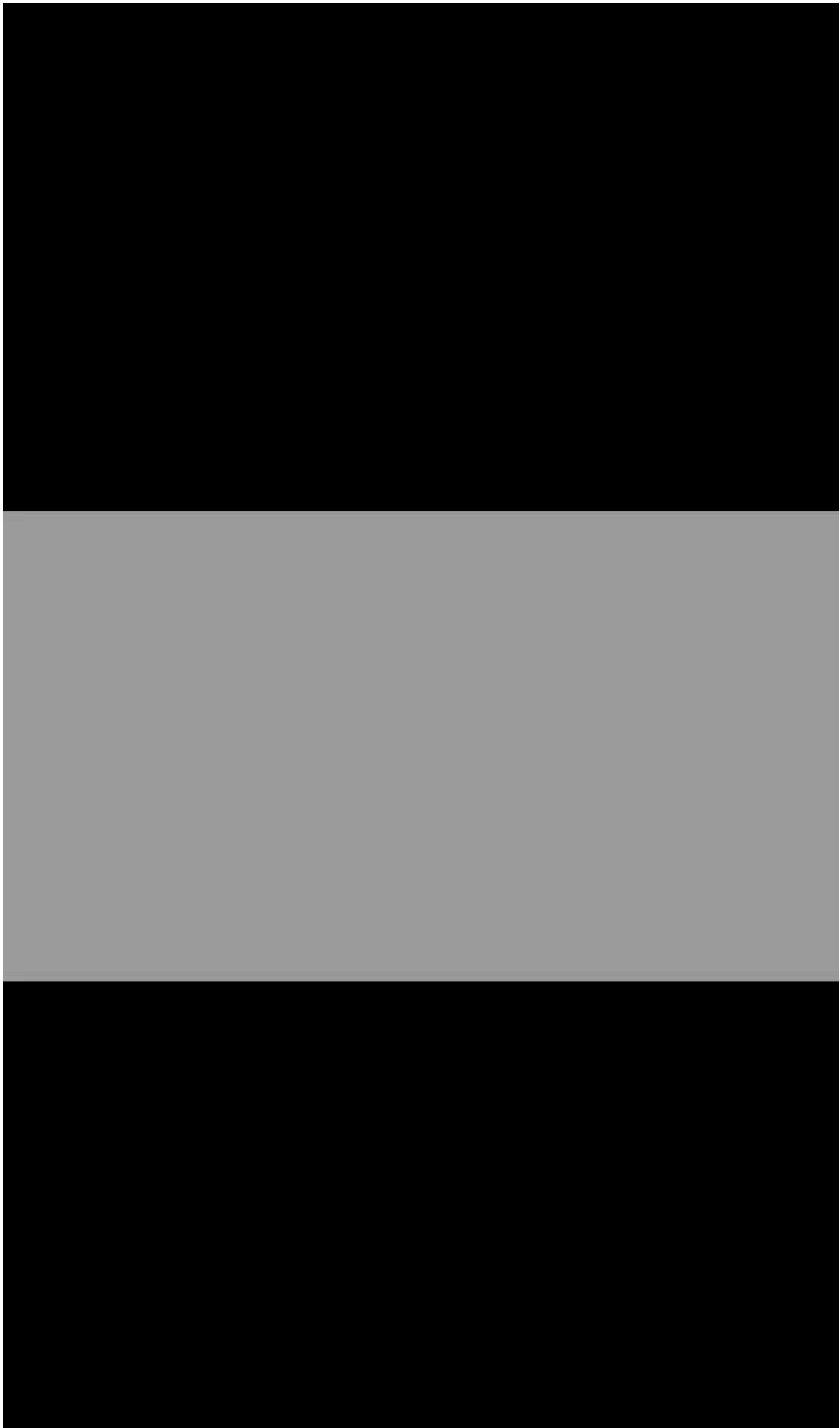
From: **Steve Boerner** | stephen.boerner@gmail.com

February 28 at 7:34 AM

To: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

Please listen to this recorded call that is 36 minutes. We'll call this call part 1 of 2 of what I want to share with you. Once your done this, no need to share opinions one way or the other, but please let me know today when I can send you part 2. Part 2 is my plan, it includes a fair amount of data from three independent assessments, and I've organized it all into an action plan that has optionality I left open for us to come together on mutually.

ps...his voice was hard to hear in some parts. So I put subtitles over the whole video. Like me, I know you love your subtitles and I do subtitles all the time now. Hope it helps hear/understand him better. See attached. I'll keep an eye on my email.



From: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

February 28 at 9:01 AM

To: **Steve Boerner** | stephen.boerner@gmail.com

Hey I'm at work today til tonight I'll try and watch when I get back otherwise first thing tomorrow morning. When does link expire-you said 24 hours but from what start time when I open it or when you sent it?

Sent from my iPhone

From: **Steve Boerner** | stephen.boerner@gmail.com

February 28 at 1:27 PM

To: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

I extended it. You're good through the weekend. I'll send part II so you have it just consume part 1 link i sent earlier first to make sense of the rest. Thanks for reviewing this. I appreciate it.

From: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

March 2 at 8:14 AM

To: **Steve Boerner** | stephen.boerner@gmail.com

I never received part 2. Either way, the condo doesn't need to be sold in order for us to be divorced, it's just most ideal if it is. So I updated my proposed settlement to include reducing the listing price to 415K which is what I got from the video what you want to do.

Revised Proposed Settlement:

1. We each keep our own 401Ks
2. We each keep our savings/checking accounts
3. Split value of the jeep 50/50
4. Condo: reduce listing price to at least 415K and split the net proceeds 50/50 (we can discuss the mortgage payments you have made October 2024-now).
5. Crypto was worth \$43,517.20 as of the end of June 2024. Split this amount 50/50.
6. Each person is responsible for their own liabilities (including credit cards, my student loan, etc).

From: **Steve Boerner** | stephen.boerner@gmail.com

March 2 at 12:13 PM

To: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

The video was extremely clear on \$399,000. I sent part two from the site I used. Can you check "craft" as sender? Was on mobile now annoyed if you don't have it this whole time. I'll send part 2 today when I'm back at computer

Part 2 also includes justification for more than price change. And please focus on the video plus the detail in sending that support it. The data points to even lower. We have to fire sale this thing.

Part two also brings you clarity on real costs. Which is just under \$3500/monthly

From: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

March 2 at 12:36 PM

To: **Steve Boerner** | stephen.boerner@gmail.com

I don't have anything from craft. Ok then update the proposed settlement with amount you want to sell for and that's your review of the settlement and an edit you want to make.

Sent from my iPhone

From: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

March 5 at 6:51 PM

To: **Steve Boerner** | stephen.boerner@gmail.com

Steve,

I still never received part 2. It's been over a week since I sent you a proposed settlement without any confirmation from you that you want to try and agree on something together to bring to our lawyers. If I don't hear from you about this by this upcoming Friday, I'll assume you aren't interested in working together on a settlement and want to continue communicating through the lawyers.

Sent from my iPhone

Re: Proposal

From: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

February 25 at 12:44 PM

To: **Stephen Boerner** | stephen.boerner@gmail.com

Steve,

I received your email of concerns. In an effort to wrap up this process, which I know is something we both want, I am reaching out with a proposal hoping we can agree on something to bring to our lawyers to draft up. We had a short term marriage with little assets, I am sure we can both agree it's a waste to spend more money on lawyers going back and forth. We both have the documents so here is what I propose and you can review and get back to me if you have changes and/or if you are willing to resolve this.

Proposed Settlement:

1. We each keep our own 401Ks
2. We each keep our savings/checking accounts
3. Split value of the jeep 50/50
4. Condo: split the net proceeds 50/50 (we can discuss the mortgage payments you have made October 2024-now).
5. Crypto was worth \$43,517.20 as of the end of June 2024. Split this amount 50/50.
6. Each person is responsible for their own liabilities (including credit cards, my student loan, etc).

From: **Steve Boerner** | stephen.boerner@gmail.com

February 25 at 5:39 PM

To: **Maria Testa, Esquire** | maria@tpfamilylaw.com, **Randi Penn** | randi@tpfamilylaw.com

Maria, please review the email below from Melissa.

Randi, please align me with Maria's schedule for the first available slot after she has had a moment to review and process the below proposal.

From: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

To: **Stephen Boerner** | stephen.boerner@gmail.com

February 25 at 12:44 PM

Steve,

I received your email of concerns. In an effort to wrap up this process, which I know is something we both want, I am reaching out with a proposal hoping we can agree on something to bring to our lawyers to draft up. We had a short term marriage with little assets, I am sure we can both agree it's a waste to spend more money on lawyers going back and forth. We both have the documents so here is what I propose and you can review and get back to me if you have changes and/or if you are willing to resolve this.

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5. Crypto was worth \$43,517.20 as of the end of June 2024. Split this amount 50/50.
 6. Each person is responsible for their own liabilities (including credit cards, my student loan, etc).
-

From: **Steve Boerner** | stephen.boerner@gmail.com

February 26 at 6:04 PM

To: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

I'm going to send you something via email in response to your proposal but it's important that it's coupled with a conversation between us - after you've reviewed the detail I share.

Taking this step in a conversation vs writing is the fastest, most effective way to hear, share, and align. And there is tremendous urgency around the condo so we need to put everything aside and come together on this. I want to speed this up. And I have a plan to share

I have considered the details in the proposal you outlined which was a great way to put something real on the table and start the discussion so thank you for taking that initiative

If I send you this information tonight, can you speak tomorrow?

From: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

February 27 at 12:17 PM

To: **Steve Boerner** | stephen.boerner@gmail.com

Steve,

Thanks for your email/response. I'm not able to speak today but please send me your response for review and if a follow up phone call is needed we can schedule.

Sent from my iPhone

From: **Steve Boerner** | stephen.boerner@gmail.com

February 27 at 8:09 PM

To: **Stephen and Melissa Boerner** | stephenandmelissaboerner@gmail.com

I'm working on it now, and you'll receive it tonight. However, it will be in your inbox. Please review it when you wake up in the morning. There's a 36-minute recording with a real estate investor who has agreed to be a lead advisor. He provided an unbiased appraisal of our situation - from top to bottom and it's basically him speaking the whole time, but you need to hear it as did I

Then it is my notes and the independent assessments and data that came from them that I've organized and summarized to keep it concise, but it was well worth having it done

Trying to organize it in a way that brings us together to focus on one thing which is the real estate aspect. As much as I want to focus on the details of your proposal, there is no way we can move forward with anything until the real estate is settled. It's time to be aggressive and make hard decisions. If we can't come together, it will hurt us both. That's just the reality here. It's my hope that we can not be divided in this effort.

It would feel really good to enter into the details of your proposal with a sale pending.

This is an olive branch for peace As silly as that sounds

I will commit to handling this like a business relationship. I will be unemotional. I will not bring up our marriage or things of the past. It is strictly business. It is strictly a focus on selling the condo. I cannot focus on anything else until that is complete completed



Steve Boerner <stephen.boerner@gmail.com>

The top priority right now is to ensure the MLS listing is reposted today at a price that accurately reflects the appropriate level, considering the factors Juliana missed and we failed to address earlier.

I can more than substantiate my reasoning for firing Juliana, why I went the aggressive route I did, and so on. Now is not the time.

To get you up to speed to the point, you need to be, know this first important piece of information:

- I was prepared to transition near-seamlessly into a qualified realtor who specializes in distressed "need to sell" situations like ours.

I'm going to be direct here - regarding the financial obligations we both agreed to take on jointly - and since October 1, 2024, you've made the decision to participate in your perceived upside of the property's proceeds at time of settlement, leaving me to shoulder the burden alone

This constitutes financial misconduct.

I initially raised the issue politely back in September 2024, in so many words you told me to go fuck myself. You put it in writing.

I wrote to you pointing out that we were facing a major problem: the loss of tenants and nearly \$3,500 in monthly costs, with \$2,800 in income about to disappear.

At that time, I personally refunded the renters' security deposit in full, and for the past six months, I've carried the entire financial burden—a situation stemming from your decision, seemingly fueled by spite and resentment toward me.

Guess what, we are all struggling here; you're not alone in feeling devastated. I'm resentful, you're resentful—but get over it, put it aside, step up.

Its time to come together, or fight and let the property burn in foreclosure. We can show good faith here and address this property issue, and resolve it once and for all.

You criticize me for making Swift moves and establishing the leadership of this shit show led by Juliana...yet you've never objected once to me covering your share of the bills every month. You've never protested the equity I build for you every month - without a single dollar contributed on your part - not one dollar. This warrants my unilateral decision making. Fess up to your lawyer about this. There is no way she knows that you abandoned fiduciary responsibility and there is no way she knows that you were sending unsolicited proposals with the terms that you dream up. I don't understand it.

You treat me like a doormat, and I feel like one. Still, I am determined to set that aside and fulfill my fiduciary duty to the marital estate, as that's the right thing to do.

You have the same legal obligation. I stepped in because I had no choice—if I hadn't, we'd be six more months on the market, solidifying foreclosure on the marital estate, which would be a devastating outcome.

Continuing with being straightforward, there's no upside in this for either of us.

As you know, regardless of your lack of acknowledging it, starting March 17, 2025 is day one of the next billing statement period for Mr. Cooper + Philadelphia prop tax (they are merged into one).

And as you know, I will no longer be making payments.

If you've read my letters to you or to Kurfiss Sotheby's, you're informed that I've had to secure a bridge loan to float the last three months of fixed costs, giving Juliana a chance to sell it—but let's be honest, Juliana is a snake. I wonder if you factored that into your reasoning for signing the agreement. You didn't explain your reasoning, only mentioned that you had your own reasoning for signing.

When I got under the hood and really looked at her actions, the timing, the wording, she snaked us purposely. Trust me on that. Don't empathize with her. You know I dig and I dug aggressively on substantiating her actions before I took my own. I defended us, not me. She took advantage of us and our vulnerability. She attempted to secure her income first before our interests. If you felt lost under her leadership, you're not alone. I'm taking over.

When I came to terms with all of this, it lit a fire in me. I've stepped up to take the reins as best as I can.

Recognizing my limitations, I've sought help. I now have a small group of people supporting both of both me and us—they want what's best, and emotions are not part of the equation.

I've brought on advisors in every key area, along with others who are helping me stay on track with deadlines, proofreading, and keeping everything organized. I can't do this alone.

With that, we have a top 5 brokerage team in the city now and Chuck Lindsay from the Center City Team under Berkshire Hathaway is the savior we'll lean on who came specifically recommended for the speed and precise marketing we need.

And we can start today, but we have to list at \$399,000 today. The attached is a mock listing agreement. Chuck put \$389,900 on there, but wants to list for \$399,000 for 10 days.

To support any chance of being seamless in this, I came to the city to take the photos and handle tasks Chuck ethically couldn't address until the termination agreement with Juliana was finalized,

we're now able to relist the property at \$399,000 but only if you and I sign the listing agreement today. Everything is ready to go.

As is typical for any realtor, Juliana took all the original photos with her. So, I stepped in and took new pictures, created a 360-degree virtual tour—something Juliana absolutely should have done—prepared a detailed floor plan, and even put together a one-pager for visitors. This one-pager includes information about the condo's location, nearby grocery stores, schools,

activities, and a yearly events calendar, like that Chinese festival around the corner we enjoyed. All of this adds value for potential buyers and shows the sellers give a shit. That was important to us when we bought this place from Richard.

This is how it should have been, but when I dug deeper (much of which I kept to myself), what I discovered about Juliana was some of the worst handling and coordinated, systematic pricing —so bad it should be considered a crime.

She disclosed nothing. She was ethically and professionally required to. On purpose. Every realtor I've shared the scenario with has confirmed what I'm telling you now, even without all the details.

We need to relist today.

Please review this email, check Chuck's profile, and call him if necessary.

Chuck's Cell: 610-636-5285

I trust Chuck—he came highly recommended—so let him take the lead in the conversation. H

By April 17th, we will have unpaid property taxes, mortgage, utilities, and HOA dues (4D and 4C), among other expenses. I can no longer manage these costs on my own. As of now, aside from the HOA dues, everything else is fully paid.

I'll reiterate one last time... starting April 17th, when payments are missed, this property will move toward default and eventually foreclosure.

That said, I've already reached out to our lenders because it's best to get ahead of this situation, so they have it in their inboxes. I'll be coordinating with them this week. We will not hide from our lenders. It's in our best interest that I take the lead in coordinating around some of the special programs they offer, and I'm happy to keep you updated.

Once the bank seizes it, we'll lose all equity, and our credit will be permanently damaged.

Chuck Lindsay Profile

If you agree, the MLS is going back up at \$399,000 - just so you know, if we sell at \$370 or less, we have to cut a check and go out of pocket to sell. that is our floor. just so you know. and that floor goes up every month we don't make payments on the property. so now is the time to firesale and dealing with the market. after 10 days at \$399,000 we drop to \$389,000.

Today, we can list with new pictures and an updated property description at a price that will actually attract offers for negotiation. Our property is becoming increasingly difficult to sell. The Trump Tariffs are not stopping buyers. Construction costs will rise every week. The ideal buyer for us will be either duplicates of us or older individuals, not families, and certainly buyers who see the potential for \$50,000 to \$75,000 in construction starting from day one. Building up four floors without a service elevator is one reason construction costs will be high, especially with the escalating tariffs.

read this about trump tariffs, show your dad, ask him for advice, he's in the know

I'm going to give Chuck your email address because he's going to send you a version of the attached PDF, which is the markup of the listing agreement with the incorrect starting price. It's going to arrive via DocuSign, just like all the other times. I'm going to tell him right now to send

it to you, and so you can take a moment to read this. But if by 3 PM, or in the middle of our afternoon, or even sooner, you could sign the listing agreement, there is no loss in doing so, only loss in not doing so.