

March 13, 2025

Subject:

URGENT: Breach of Agent Duties, Conflict of Interest, Deceptive Practices, and Failure to Honor Termination Agreement

Property:

246 N. 3rd St. Unit #4CD, Philadelphia, PA 19106

To the Attention of:

Donald Pearson, Founder & Chairman
Kurfiss Sotheby's International Realty
1631 Locust St, Suite 300
Philadelphia, PA 19103
dpearson@kurfiss.com
Donald.pearson@sothebysrealty.com

CC:

Kurfiss Sotheby's Legal Department
Kurfiss Sotheby's Compliance Department
Sotheby's International Realty Compliance
Sotheby's International Realty Legal Department

RE: IMMEDIATE ACTION REQUIRED - Ongoing unauthorized listing despite executed termination

Dear Mr. Pearson:

Kurfiss Sotheby International Realty has received my detailed documentation chronicling unprofessional and unethical conduct that fundamentally contradicts the core values and standards of excellence your brand publicly champions.

The issues have escalated significantly, creating mounting liabilities that now demand executive attention.

I question whether your brokerage, and the individuals acting on its behalf, fully comprehend the severe ramifications of their actions. Their apparent attempts to dismiss my concerns, deprioritize critical contractual obligations, and potentially conceal their conduct from leadership are creating consequences that extend far beyond the immediate situation.

This extremely sensitive and time-critical matter continues to be exacerbated by key representatives of Kurfiss-Sotheby's who appear unaware that they're generating liability that transcends their personal responsibility—directly undermining your firm's hard-earned reputation and creating significant legal exposure that could affect

your organization's standing in the Philadelphia luxury real estate market for years to come.

Given my current circumstances, this formal communication represents my only viable recourse. As the responsible party for a marital asset portfolio, Pennsylvania law and established legal doctrine obligate me to exercise the highest standard of care and protection—obligations I cannot fulfill while your brokerage continues its current course of action. I take no satisfaction in watching this liability grow in direct proportion to continued inaction, as it ultimately serves neither my interests nor the long-term reputation of Kurfiss-Sotheby's.

After precisely 234 days as a seller-client without achieving a successful sale, I have submitted thorough documentation evidencing serious conflicts of interest and deceptive practices carried out by your brokerage. These documented incidents form a pattern that demands your immediate attention as the principal authority within your organization.

On Tuesday, March 11, 2025, at precisely 8:38 AM ET, after my signature was documented, the termination agreement became legally binding and immediately enforceable under Pennsylvania contract law.

On Wednesday, March 12, 2025, when no corresponding actions were taken to remove the listing from MLS as contractually required, I issued a subsequent written demand on that same day, establishing a firm deadline of 5:00 PM ET that same day for compliance. This formal notice included comprehensive legal reasoning supported by specific Pennsylvania State Doctrines that establish my position, the obligation to withdraw the listing from MLS, and my authority to enforce such action under particular circumstances unique to our marital estate.

The ongoing unauthorized listing of the property at 246 N. 3rd St. Unit #4CD in Philadelphia, PA 19106, is inconsistent with the exceptional client service and integrity that distinguish your brand in the luxury real estate market.

I am reaching out to you directly because I believe you value upholding the premium standards that make Kurfiss Sotheby's unique. Your attention to resolving this matter involving your company and agent, Juliana Martell, would demonstrate the commitment to client relationships and ethical business practices that your brand has long represented.

Such blatant disregard for contractual obligations, deliberate failure to acknowledge documented violations, and willful abandonment of legal responsibilities—particularly your unconscionable decision to cease all communication during critical contractual deadlines with legal implications—not only tarnishes your personal reputation but systematically erodes the credibility you've labored to establish among your employees and within the broader market. As a leader who publicly champions integrity in business practices, your

organization's actions in this matter represent a profound betrayal of the very principles you claim to exemplify and promote.

FACTS:

1. On March 10-11, 2025, a termination agreement (DocuSign Envelope ID: CAFB70A6-C3F1-41A4-8AE1-52F627951A55) was fully executed between myself and Kurfiss Sotheby's International Realty.
2. This termination agreement, drafted by your brokerage, explicitly states: "As of 6:59 PM on 3/10/25, the listing contract for both rent and for sale are hereby terminated."
3. This agreement was properly countersigned by Linda Danese as your brokerage's representative on March 10, 2025.
4. Despite this legally binding termination, your brokerage continues to market my property and maintains active MLS listings, in direct violation of both our agreement and Pennsylvania real estate regulations.
5. Your agent, Juliana Martell, holds a conflicting position as Vice President of the HOA Executive Board for The Commons at New Street Condominium, where my property is located, giving her access to confidential financial information regarding my account status.
6. Ms. Martell failed to disclose this conflict of interest in writing as required by Pennsylvania Code (49 Pa. Code §35.283), which states: "A licensee has a continuing obligation to disclose to a principal any conflict of interest in a reasonably practicable period of time after the licensee learns or should have learned of the conflict of interest."
7. Ms. Martell engaged in potentially deceptive practices by misrepresenting a six-month renewal listing agreement as merely a "\$1,000 price adjustment" in January 2025. This is documented in text messages where she stated:
 - "I feel a small (even if \$1000) sales price reduction would be a good refresher..." (Jan 13, 11:29 AM)
 - "Ok let's start with the \$1000 reduction - I'll send a new contract shortly." (Jan 14, 3:51 PM)
 - "Melissa - please sign the contract when you can for the new price, Steve signed last night." (Jan 15, 11:31 AM)
8. This characterization obscured the material nature of this document, which was, in fact, a complete six-month renewal of our listing agreement. Such actions potentially violate Pennsylvania's Unfair Trade Practices and Consumer Protection

Law, which prohibits "misrepresenting the qualities or features of a good or service" and "any other deceptive or fraudulent act" causing consumer confusion or misunderstanding.

9. In the context of disclosed divorce proceedings between co-owners, Ms. Martell's undisclosed dual role created a situation where her actions potentially violated 49 Pa. Code §35.314, which requires taking "no action that is adverse or detrimental to either party's interest in the transaction" when serving as an agent.

10. I am now forced to disclose in this correspondence that I have a documented disability, a private matter I would not otherwise need to reveal. Your brokerage's failure to honor a properly executed termination agreement has compelled me to expose this private health information to demonstrate the particularly vulnerable position in which I have been placed by these circumstances. My co-owner has been unresponsive for over 54 hours regarding this urgent matter.

11. This property constitutes a marital asset subject to equitable distribution under Pennsylvania law, and I am acting to protect this asset.

I documented and substantiated my grievances with Ms. Martell's conduct, requested immediate termination of the agreement, and requested the withdrawal of the property from MLS.

In response to these serious ethical and legal concerns, Ms. Martell has merely dismissed my legitimate grievances with the perfunctory statement that she's "sorry to hear I'm unhappy with services." Neither the documented conflict of interest nor the substantive concerns regarding her deceptive renewal practices have been addressed in any meaningful way.

Despite her clear commitment that upon execution of the termination agreement she would withdraw the listing from the MLS, these contractual requirements have been fulfilled from my side while her obligations remain conspicuously unmet.

Following her failure to withdraw the MLS listing as explicitly stipulated in the termination agreement, my subsequent communications regarding these matters have gone completely unanswered and unacknowledged.

This treatment effectively relegates a loyal client of 234 days—one who received not a single offer on the listed property during this extensive period—to an afterthought, clearly deprioritized in favor of other interests.

What makes this particularly egregious is that this situation exploited the unique vulnerabilities of my position.

The ethical obligation for realtor transparency becomes especially critical when a client is navigating divorce proceedings with no communication between spouses.

A professional realtor should recognize this heightened duty of care rather than exploit it. Upon discovering that Ms. Martell—who was serving as our realtor—simultaneously held an undisclosed position on the HOA board that was issuing financial obligation notices and threatening legal action against our property, I experienced not just disappointment but a profound sense of betrayal of professional trust.

This undisclosed dual role constitutes a clear conflict of interest that was deliberately concealed from me during an already challenging personal circumstance, creating a situation where the same individual representing our selling interests was involved in actions that directly undermined the property's marketability. This deception was significantly more hurtful and ethically problematic given the fiduciary duty she owed to me as a client.

ACCRUING LIABILITY & THE PREVENTION OF ACTION:

I have developed a financially viable strategy to address this situation, as it is my responsibility under Pennsylvania law to protect marital assets. However, I cannot implement this plan while the property is improperly listed by Kurfiss Sotheby's, which directly violates our executed termination agreement.

The termination agreement is binding due to its explicit language and the existing signatures from Kurfiss Sotheby's representative Linda Danese and me as an authorized property owner. Pennsylvania courts have consistently acknowledged that when a binding contract contains clear termination provisions, those provisions must be upheld by all parties.

I must emphasize that, despite my spouse, Melissa Bemer, being a co-signer on both the property deed and the listing agreements, I have been independently bearing the entire financial burden of this jointly owned marital property since October 1, 2024, with no direct contributions from my spouse since September 2023. Since October 1, 2024, I have personally covered approximately \$3,500 monthly in fixed and variable costs, with no tenant income to offset these expenses. Before that, from October 1, 2023, to September 30, 2024, the property generated \$2,800 in monthly rent, with me covering the difference between the rental income and property expenses.

Due to this untenable financial arrangement, I was compelled to secure a \$12,500 bridge loan—which constitutes marital debt—to cover the expenses for our jointly owned marital property from January through March 2025. This emergency funding has now been completely exhausted following the final payment made before the March 16, 2025, deadline.

For approximately 18 months, I have borne all financial obligations for this marital property without any contribution from my spouse, despite our equal legal ownership. This sustained period of unilateral financial responsibility establishes my legitimate authority to take protective action regarding this jointly purchased marital asset. While my spouse maintains the financial capacity to contribute, they have consistently demonstrated unwillingness to do so, leaving me as the sole financial steward of our shared property.

Each day your brokerage continues to market this listing illegally, you directly impede my ability to mitigate financial harm and cause measurable financial damage to this marital asset. Your ongoing unauthorized marketing activities and failure to acknowledge communications, respond to formal requests, or address contractual deadlines constitute a clear breach of our executed agreement. These actions result in quantifiable financial damages that accumulate daily, creating a documented pattern of harmful conduct that directly affects the value and marketability of this property. Your continued non-compliance has created an evidentiary record of deliberate disregard for contractual obligations and professional standards.

DEMANDS:

I hereby demand the following immediate actions:

1. Complete removal of all MLS listings and marketing materials for this property by 7:30 PM ET this evening, March 13, 2025.
2. Written confirmation from an authorized executive officer or the General Counsel of Kurfiss Sotheby's International Realty directed to me, Stephen J. Boerner, confirming complete removal from all listing services and marketing platforms by the same deadline. This confirmation should be sent via email to stephen.boerner@gmail.com.
3. Immediate cessation of all communication between Juliana Martell and either myself or Melissa Bemer except through: (a) designated legal counsel, (b) DocuSign's automated notifications related to the completion of the termination process, or (c) written confirmation of compliance with the demands specified herein sent via email to stephen.boerner@gmail.com.
4. Written acknowledgment from an authorized executive officer or the General Counsel of Kurfiss Sotheby's International Realty addressing Ms. Martell's undisclosed conflict of interest, concerning renewal practices, and your brokerage's plan to address these ethical issues. This acknowledgment should be sent directly to stephen.boerner@gmail.com.

****CONSEQUENCES OF INACTION:****

Please be advised that failure to comply with these demands by the specified deadline will leave me no choice but to:

1. File formal complaints with the Pennsylvania Real Estate Commission, Greater Philadelphia Association of REALTORS®, Pennsylvania Association of REALTORS®, and National Association of REALTORS® Ethics Committee.
2. Pursue legal action through the Philadelphia County Court of Common Pleas to enforce the termination agreement.
3. File a consumer protection complaint with the Pennsylvania Attorney General's office under the Unfair Trade Practices and Consumer Protection Law.
4. Seek damages for each day of continued unauthorized marketing of my property in violation of our executed termination agreement.

Given the serious nature of these violations, documented conflict of interest, and concerning circumstances surrounding this transaction—including my documented health condition, ongoing divorce proceedings, and the current unresponsiveness of my co-owner regarding critical property decisions—I urge you to give this matter your immediate personal attention. Pennsylvania law recognizes my responsibility to take reasonable measures to protect marital assets in such situations. While I would prefer to resolve this matter without further escalation, I am fully prepared to pursue all available legal and regulatory remedies should that become necessary.

I expect your written confirmation of compliance by the deadline specified above.

Sincerely,



Stephen J. Boerner
246 N. 3rd St.
Unit #4CD
Philadelphia, PA 19106
215-530-0545
stephen.boerner@gmail.com

AN IMBALANCE OF LEGAL REPRESENTATION:

Despite attempts to coordinate with legal counsel, my legal representation has been unresponsive for 17 days since February 25, 2025.

This lack of representation puts me in an unfair position, forcing me to act independently to protect our marital property without equitable representation. Pennsylvania law acknowledges the need for taking protective measures for marital property in such situations.

While managing this challenging situation, I am acting in good faith to protect our shared interests.

This urgent matter has substantial financial implications. As the sole individual responsible for the financial obligations of this property, I have consistently made all necessary payments, including the mortgage, property taxes, and utility expenses, without any input from my co-owner.

March 17, 2025, will mark the beginning of a new billing statement period, which will be the first billing cycle that goes unpaid due to the circumstances outlined here.



Stephen Boerner <stephen.boerner@gmail.com>

Demand Letter

13 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](#)

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>
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>
Cc: Melissa <melissabemer@gmail.com>

Tue, Mar 11, 2025 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**
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)

 **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@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)



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)



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]



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, 2025 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

Do Not Share This Email

This email contains a secure link to Docusign. Please do not share this email, link, or access code with others.

Alternate Signing Method

Visit Docusign.com, click 'Access Documents', and enter the security code:

F19BB403427D46D388643C038279F5631

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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, 2025 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.

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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.

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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, 2025 at 12:20 PM

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

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

Date: Wed, Mar 12, 2025 at 12:20 PM

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

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

cc: Melissa Bemer, melissabemer@gmail.com

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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: Jeffrey Boerner <jeffreyboerner@gmail.com>

Wed, Mar 12, 2025 at 12:20 PM

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

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

Date: Wed, Mar 12, 2025 at 12:20 PM

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

To: Carol Boerner <carolboerner1@gmail.com>

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

Date: Wed, Mar 12, 2025 at 12:20 PM

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

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

cc: Melissa Bemer, melissabemer@gmail.com

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Sincerely,

Stephen J. Boerner

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

Wed, Mar 12, 2025 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

On Wed, Mar 12, 2025 at 12:21 PM Steve Boerner <stephen.boerner@gmail.com> wrote:

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

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

Date: Wed, Mar 12, 2025 at 12:20 PM

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

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

cc: **Melissa Bemer**, melissabemer@gmail.com

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Sincerely,

Stephen J. Boerner

Juliana Martell

Kurfiss Sotheby's International Realty
1631 Locust St, Suite 300
Philadelphia, PA 19103
Email: julianamartel@gmail.com
Email: martell@kurfiss.com

Joan LaMarchesino

Kurfiss Sotheby's International Realty
1631 Locust St, Suite 300
Philadelphia, PA 19103
Email: lamarchesino@kurfiss.com

Cc. Melissa Bemer, melissabemer@gmail.com

Subject: Immediate Termination of Listing Agreement and MLS Withdrawal

Dear Ms. Martell,

You are hereby put on notice that this correspondence constitutes an unequivocal demand for the immediate and complete termination of the Exclusive Right to Sell Listing Agreement dated January 14, 2025 pertaining to the property at:

246 N. 3rd Street
Unit #4CD
Philadelphia, PA 19106

Agreement Reference:

Renewal Listing Agreement:
DocuSign Envelope ID: F173B3F3-39A8-428F-8C12-8406B329FA91

Initial Listing Agreement:
DocuSign Envelope ID: 66C56F93-BBCF-4D67-A7BA-4161946F8333

The termination document must explicitly nullify all holdover provisions, particularly those relating to commission, fees, or accrued interest connected with any prospective sale or foreclosure proceedings.

I hereby further demand the immediate and unconditional withdrawal of all MLS listings and any other marketing materials associated with

this property, along with the complete cessation of all activities purporting to represent said property by you or any affiliated brokers, agents, or brokerage representatives.

Written confirmation of compliance with these non-negotiable demands must be received no later than 7:00 PM, March 10, 2025, transmitted electronically to:

stephen.boerner@gmail.com

Failure to respond affirmatively by the specified deadline shall constitute a de facto rejection of these demands and will necessitate immediate escalation without further notice. Your response must explicitly accept all terms enumerated herein and provide verifiable confirmation of full compliance with each demand no later than noon on Tuesday, March 11th, 2025.

Be advised that non-compliance, partial compliance, or any attempt to modify these terms will be deemed insufficient and will trigger the immediate implementation of all available legal remedies as outlined in the concluding section of this correspondence, including but not limited to injunctive proceedings, filing of formal complaints with the Pennsylvania Real Estate Commission, and pursuit of compensatory and punitive damages to the fullest extent permitted by law.

These non-negotiable demands are predicated upon extensively documented grievances, fundamental breaches of contractual obligations, and a systematic pattern of unprofessional conduct and demonstrably fraudulent representations that constitute actionable violations.

Comprehensive and incontrovertible evidence substantiating each allegation has been preserved through proper evidentiary channels.

Should you fail to comply with the aforementioned demands within the specified timeframe, said comprehensive detail will be immediately transmitted to all relevant regulatory authorities and interested parties, including but not limited to:

- The Pennsylvania Real Estate Commission
- The Greater Philadelphia Association of REALTORS®
- The Pennsylvania Association of REALTORS®
- The National Association of REALTORS® Ethics Committee

Despite your immediate response or inaction, the following organizations, for the betterment of our community, are or have been notified.

- Chancellor Properties Management
- The HOA Executive Board, The Commons at New Street Condominium

All rights to pursue additional legal remedies and damages are expressly reserved. The severity of these violations warrants immediate attention and rectification as demanded herein. Such pathways can and should be avoided.

Below are the explicit grievances substantiating this termination:

Undisclosed Conflict of Interest and Dual Agency

You have failed to disclose a significant conflict of interest arising from your concurrent roles as our listing agent and as an active HOA Executive Board Member of The Commons at New Street Condominium.

Specifically, you participated in HOA discussions and were privy to financial delinquency information regarding my unit (noted explicitly by HOA Manager Karen Oglesby: \$2,872.64 delinquency on February 13, 2025, escalating to \$3,187.72 by March 6, 2025). This undisclosed dual role breaches your fiduciary duties outlined in Paragraph 22 of our listing agreement, Pennsylvania Code (49 Pa. Code §35.314), and Article 4 of the National Association of Realtors Code of Ethics.

Your position on the HOA Board afforded you privileged access to confidential financial information regarding our account status, creating an undisclosed dual capacity that constitutes a manifest conflict of interest under Pennsylvania real estate licensure regulations. This conflict was neither disclosed in writing as required by applicable law nor mitigated through appropriate professional protocols.

This undisclosed conflict is independently verifiable through HOA Board meeting minutes, Chancellor Properties Management records, and your simultaneous execution of duties in both capacities. This ethical breach fundamentally undermined your fiduciary obligation to provide disinterested professional guidance and constitutes potentially actionable misconduct subject to regulatory scrutiny and disciplinary proceedings.

Your direct and contemporaneous knowledge of these sensitive circumstances is incontrovertible, given your dual role as both listing agent and sitting member of the HOA Executive Board for our shared condominium community—a clear conflict of interest documented in official board meeting minutes and confirmed through verifiable communications with Chancellor Properties Management. This dual position not only provided you with privileged access to confidential financial information but also imposed heightened fiduciary responsibilities, which you systematically failed to uphold.

Misrepresentation of Renewal Agreement Terms

You misleadingly represented the second listing agreement (effective January 14, 2025) as a mere "\$1,000 price adjustment," obscuring the material nature of the renewal, which included a new six-month term at a significantly reduced listing price of \$433,000.

Relevant text messages confirm this misrepresentation:

Juliana (Jan 13, 11:29 AM): "I feel a small (even if \$1000) sales price reduction would be a good refresher..."

Juliana (Jan 14, 3:51 PM): "Ok let's start with the \$1000 reduction - I'll send a new contract shortly."

Juliana (Jan 15, 11:31 AM): "Melissa - please sign the contract when you can for the new price, Steve signed last night."

What was presented as a price decrease was, in fact, a six-month renewal listing agreement with an origination price of \$433,000.

This is a price reduction for the property from the market's perspective. However, from a contractual standpoint, it represents the origination price—the initial price point of an entirely new contractual agreement.

Your failure to disclose the full implications of this renewal transparently violated your fiduciary responsibilities. It also breached the realtor ethics codes tied to transparency and our right to informed consent under Paragraph 22 (Conflict of Interest) and Pennsylvania real estate standards.

After deeply examining your word choices and the timeliness of your efforts, I believe this was purposeful.

The timing of your renewal agreement, executed just days before the initial agreement's expiration, combined with your undisclosed dual role, constitutes multiple breaches of fiduciary and ethical obligations as detailed in Articles 1 and 4 of the National Association of Realtors Code of Ethics and Pennsylvania real estate regulations (49 Pa. Code §35.292).

I am firmly convinced that the critical information I am disclosing herein—specifically, your undisclosed conflict of interest and the demonstrably deceptive practice of presenting a six-month listing renewal as a substantive "price decrease"—constitutes facts of which you are already fully aware, despite your anticipated categorical denial.

Your calculated denial, which I anticipate forthcoming, constitutes further evidence of the pattern of misrepresentation that has characterized your handling of this matter from inception. Be advised that such denial will contradict the documentary evidence already secured and preserved for potential regulatory and legal proceedings.

Failure to Adequately Communicate Financial Delinquency Information

You were recently re-elected for a third term on the HOA Executive Board. The same board who examines delinquencies and issues warnings and demands, similar to the outreach we received just one day after the most recent Annual Board Meeting where delinquencies were spoken to and on the agenda. Your knowledge of your client's escalating financial delinquencies tied directly to the property's HOA obligations significantly impacted its marketability.

Your failure to disclose this critical information during the renewal agreement constitutes an additional fiduciary breach, affecting the transparency of our transactional relationship.

Negligent Strategic Management of Listing

You represented the prior owner, and you were the seller's agent when we acquired the property.

On January 13th, 2025, days before the listing agreement expiration date, you stated:

"Hi! Hope you both had a great weekend. Any follow up thoughts on pricing moving forward for rental+sale? Historically, I know you both know this unit was a hard resale from when Richard owned it (partly due to starting out entirely too high price wise). Condos in general have been a harder sell in the last few years with HOA fees and interest rates."

On February 11th, 2025, you stated:

"Hi! I don't think it is a pricing issue - based on comps this is really well priced. I think it is a condition issue (people tend to gravitate towards more modern homes), interest rate issue (7% is high!), plus taxes and hoa aren't cheap either. If someone were to buy the condo at \$415k, with 20% down the payment (all in) comes to about \$3600, which is much more than your current payment.

I feel we have done best with small reductions - maybe reduce to \$430,000 now, and then let's wait a week/week and a half and reduce to \$425,000, then same thing and \$420,000"

Your directly contradictory statements regarding this property's market positioning reflect either deliberate misrepresentation or profound professional incompetence that demands immediate accountability.

When addressing the property's previous 5-month marketing period in the 2022 market, you explicitly identified the cause as "partly due to starting out entirely too high price wise." Yet, after an even more extensive 200-day unsuccessful marketing period under your current representation, you categorically reversed this position, stating: "I don't think it is a pricing issue - based on comps this is really well priced. I think it is a condition issue."

These fundamentally inconsistent professional assessments of identical market challenges—delivered with unwarranted certainty despite being mutually exclusive—were subjected to comprehensive analysis by multiple independent real estate valuation experts. Without exception, these third-party professionals identified your contradictory statements as prima facie evidence of either deliberate client deception or a fundamental failure to apply basic market analysis principles.

Your willingness to attribute identical market rejection to diametrically opposed causes depending on which narrative better

served your immediate interests represents precisely the type of self-serving conduct that regulatory bodies are established to address and remedy.

With unequivocal certainty—now substantiated by comprehensive third-party appraisals and expert market analyses rather than your unsubstantiated assertions—the property's failure to sell is demonstrably and exclusively attributable to systematic overpricing.

The empirical evidence conclusively establishes that price misalignment constitutes the sole barrier to market acceptance, rendering your contradictory claims regarding "condition issues" not merely incorrect but affirmatively misleading and potentially actionable.

When questioning your data, you persistently obstructed my legitimate ideas to obtain critical market valuation data from independent third-party appraisers—advice I justifiably disregarded upon recognizing the conspicuous absence of requisite specificity and analytical depth in your representations.

I have compiled an extensive evidentiary record, including multiple independent professional appraisals and expert consultant analyses, which unequivocally corroborate my position.

These comprehensive findings demonstrate that the subject property has been systematically and egregiously overpriced.

The property's 230+ days on the market are data points that can stand alone in disproving price as a non-issue.

Without generating a single offer, it constitutes irrefutable prima facie evidence that the fundamental impediment to sale lies exclusively with inappropriate pricing—a dynamic market variable demanding aggressive and strategic adjustment to evolving market conditions, which you repeatedly and deliberately failed to address with even minimal professional competence.

Your fundamentally deficient strategy demonstrates willful disregard for the explicitly communicated unique circumstances of this transaction, namely:

- 1) the sensitive nature of a property owned by divorcing parties with explicitly communicated urgent sale requirements, and

2) the documented financial constraints faced by the owners.

These financial exigencies were not merely communicated to you in your capacity as listing agent. Still, they were directly known to you through your conflicting role on the HOA Executive Board, where you had direct access to and oversight of our delinquent HOA payment records—a clear conflict of interest that you failed to disclose and which materially compromised your ability to provide unbiased professional representation.

Furthermore, you failed to present or implement any semblance of a coherent, proactive marketing strategy whatsoever. Even after an unsuccessful 200-day marketing period that produced zero offers, your approach remained inexcusably passive, consisting merely of incremental price reductions calculated solely to manipulate listing platform algorithms, supplemented by sporadic open houses without strategic purpose.

Your profound disconnection from market realities and client priorities became glaringly apparent when you triumphantly highlighted a purported "43% open rate" from an open house conducted approximately 225 days after the initial listing—a statistic devoid of actionable value, which you inexplicably presented as positive news. This communication not only demonstrated a complete absence of professional judgment and empathy for our financial circumstances but bordered on professional negligence in its failure to acknowledge the manifest ineffectiveness of your marketing approach after nearly eight months without results.

Such conduct constitutes a flagrant disregard for fiduciary obligations. It reflects a fundamental incapacity to recognize information that any reasonably competent real estate professional would immediately identify as damaging rather than encouraging.

Such fundamentally deficient tactics reflect a complete failure of professional judgment in choosing open houses as the primary marketing method for a property with complex circumstances, including 1) disclosed divorce proceedings between owners, 2) clearly communicated urgent sale requirements, and 3) documented financial constraints shown by HOA payment delinquencies.

These fundamentally inadequate price adjustments lacked any semblance of strategic market positioning and clearly failed to generate necessary buyer interest, thereby imposing significant and measurable financial damages. Documented feedback from prospective buyers

consistently identified price misalignment as the key obstacle, yet your adjustments remained reactive and clearly insufficient.

Despite these material failures, you actively discouraged my independent due diligence efforts, clearly lacking understanding of the scope and analytical value of data available through proper professional channels. Compiling this comprehensive evidentiary record required a significant investment of time and resources.

Client-led, Data-Focused Initiative

Throughout this process, I upheld strict objectivity and analytical rigor, conducting this research solely to safeguard the legitimate financial interests of the marital estate.

This investigation ultimately revealed your pattern of misrepresenting material facts, failing to disclose conflicts of interest, and practicing professional negligence, which prioritizes your financial interests over your fiduciary obligations to your client.

Immediate Required Actions:

March 10, 2025:

By 7:00 PM on March 10, 2025, you are required to deliver a written acknowledgment confirming receipt and acceptance, or denial, of all demands listed herein. Failure to provide such timely confirmation of receipt with acceptance or denial of terms will be considered willful non-compliance.

March 11, 2025:

By noon, March 11, 2025, you are required to issue a fully executed termination agreement incorporating all terms explicitly outlined in the opening section of this correspondence must be delivered to me, Stephen J. Boerner, at stephen.boerner@gmail.com

Note:

Through 23 Pa.C.S.A. § 3501(a) and 23 Pa.C.S.A. § 3502(a), I have established authority to act unilaterally and independently - to be the sole signing authority to finalize the termination agreement despite any terminology in your

listing agreement that will require multi-party signatures. This is afforded to me in an effort to preserve the value of the marital estate in light of these conditions and to prevent future loss associated with being under agreement with you and your brokerage.

You must also provide verifiable documentation confirming the complete and irrevocable withdrawal of all MLS listings associated with the subject property by noon on Tuesday, March 11, 2025.

You are further directed to immediately cease from all marketing activities related to the property, including but not limited to removing signage, canceling scheduled showings, and deleting all digital marketing materials across all platforms.

Additionally, you are strictly prohibited from initiating or continuing any direct communication with either of the co-owners, Stephen J. Boerner or Melissa A. Bemer unless directly in response to this Demand Letter.

The established group text chat was previously the main communication channel but will cease entirely.

All one-on-one correspondence you have previously conducted with either co-owner separately must immediately terminate.

You are hereby placed on notice to preserve, without alteration or deletion, all communications, documents, notes, electronic records, and any other materials related to this listing and property, including but not limited to all separate communications with either co-owner. These materials may be subject to legal discovery and evidential review in subsequent legal or regulatory proceedings.

Any continuation of prohibited activities following receipt of this communication will constitute additional actionable conduct subject to separate legal remedy.

Be advised that strict compliance with each temporal deadline and substantive requirement specified herein is non-negotiable.

Fully dissociate yourself and Kurfiss Sotheby's International Realty from further representation or activity related to this property.

Consequences of Non-Compliance

Should you fail to comply with the stipulated deadline of today, March 10, 2025, at 7:00 PM, to acknowledge, accept, or deny the terms outlined herein, followed by the completion of the required action—specifically, issuing a termination agreement, withdrawing the MLS listing, and removing yourself as the representing realtor—by Noon on March 11, 2025, formal grievances will be filed with the appropriate governing bodies as previously stated.

Juliana Martell

Kurfiss Sotheby's International Realty
1631 Locust St, Suite 300
Philadelphia, PA 19103
Email: julianamartel@gmail.com
Email: martell@kurfiss.com

Joan LaMarchesino

Kurfiss Sotheby's International Realty
1631 Locust St, Suite 300
Philadelphia, PA 19103
Email: lamarchesino@kurfiss.com

Cc. Melissa Bemer, melissabemer@gmail.com

Subject: Immediate Termination of Listing Agreement and MLS Withdrawal

Dear Ms. Martell,

You are hereby put on notice that this correspondence constitutes an unequivocal demand for the immediate and complete termination of the Exclusive Right to Sell Listing Agreement dated January 14, 2025 pertaining to the property at:

246 N. 3rd Street
Unit #4CD
Philadelphia, PA 19106

Agreement Reference:

Renewal Listing Agreement:
DocuSign Envelope ID: F173B3F3-39A8-428F-8C12-8406B329FA91

Initial Listing Agreement:
DocuSign Envelope ID: 66C56F93-BBCF-4D67-A7BA-4161946F8333

The termination document must explicitly nullify all holdover provisions, particularly those relating to commission, fees, or accrued interest connected with any prospective sale or foreclosure proceedings.

I hereby further demand the immediate and unconditional withdrawal of all MLS listings and any other marketing materials associated with

this property, along with the complete cessation of all activities purporting to represent said property by you or any affiliated brokers, agents, or brokerage representatives.

Written confirmation of compliance with these non-negotiable demands must be received no later than 7:00 PM, March 10, 2025, transmitted electronically to:

stephen.boerner@gmail.com

Failure to respond affirmatively by the specified deadline shall constitute a de facto rejection of these demands and will necessitate immediate escalation without further notice. Your response must explicitly accept all terms enumerated herein and provide verifiable confirmation of full compliance with each demand no later than noon on Tuesday, March 11th, 2025.

Be advised that non-compliance, partial compliance, or any attempt to modify these terms will be deemed insufficient and will trigger the immediate implementation of all available legal remedies as outlined in the concluding section of this correspondence, including but not limited to injunctive proceedings, filing of formal complaints with the Pennsylvania Real Estate Commission, and pursuit of compensatory and punitive damages to the fullest extent permitted by law.

These non-negotiable demands are predicated upon extensively documented grievances, fundamental breaches of contractual obligations, and a systematic pattern of unprofessional conduct and demonstrably fraudulent representations that constitute actionable violations.

Comprehensive and incontrovertible evidence substantiating each allegation has been preserved through proper evidentiary channels.

Should you fail to comply with the aforementioned demands within the specified timeframe, said comprehensive detail will be immediately transmitted to all relevant regulatory authorities and interested parties, including but not limited to:

- The Pennsylvania Real Estate Commission
- The Greater Philadelphia Association of REALTORS®
- The Pennsylvania Association of REALTORS®
- The National Association of REALTORS® Ethics Committee

Despite your immediate response or inaction, the following organizations, for the betterment of our community, are or have been notified.

- Chancellor Properties Management
- The HOA Executive Board, The Commons at New Street Condominium

All rights to pursue additional legal remedies and damages are expressly reserved. The severity of these violations warrants immediate attention and rectification as demanded herein. Such pathways can and should be avoided.

Below are the explicit grievances substantiating this termination:

Undisclosed Conflict of Interest and Dual Agency

You have failed to disclose a significant conflict of interest arising from your concurrent roles as our listing agent and as an active HOA Executive Board Member of The Commons at New Street Condominium.

Specifically, you participated in HOA discussions and were privy to financial delinquency information regarding my unit (noted explicitly by HOA Manager Karen Oglesby: \$2,872.64 delinquency on February 13, 2025, escalating to \$3,187.72 by March 6, 2025). This undisclosed dual role breaches your fiduciary duties outlined in Paragraph 22 of our listing agreement, Pennsylvania Code (49 Pa. Code §35.314), and Article 4 of the National Association of Realtors Code of Ethics.

Your position on the HOA Board afforded you privileged access to confidential financial information regarding our account status, creating an undisclosed dual capacity that constitutes a manifest conflict of interest under Pennsylvania real estate licensure regulations. This conflict was neither disclosed in writing as required by applicable law nor mitigated through appropriate professional protocols.

This undisclosed conflict is independently verifiable through HOA Board meeting minutes, Chancellor Properties Management records, and your simultaneous execution of duties in both capacities. This ethical breach fundamentally undermined your fiduciary obligation to provide disinterested professional guidance and constitutes potentially actionable misconduct subject to regulatory scrutiny and disciplinary proceedings.

Your direct and contemporaneous knowledge of these sensitive circumstances is incontrovertible, given your dual role as both listing agent and sitting member of the HOA Executive Board for our shared condominium community—a clear conflict of interest documented in official board meeting minutes and confirmed through verifiable communications with Chancellor Properties Management. This dual position not only provided you with privileged access to confidential financial information but also imposed heightened fiduciary responsibilities, which you systematically failed to uphold.

Misrepresentation of Renewal Agreement Terms

You misleadingly represented the second listing agreement (effective January 14, 2025) as a mere "\$1,000 price adjustment," obscuring the material nature of the renewal, which included a new six-month term at a significantly reduced listing price of \$433,000.

Relevant text messages confirm this misrepresentation:

Juliana (Jan 13, 11:29 AM): "I feel a small (even if \$1000) sales price reduction would be a good refresher..."

Juliana (Jan 14, 3:51 PM): "Ok let's start with the \$1000 reduction - I'll send a new contract shortly."

Juliana (Jan 15, 11:31 AM): "Melissa - please sign the contract when you can for the new price, Steve signed last night."

What was presented as a price decrease was, in fact, a six-month renewal listing agreement with an origination price of \$433,000.

This is a price reduction for the property from the market's perspective. However, from a contractual standpoint, it represents the origination price—the initial price point of an entirely new contractual agreement.

Your failure to disclose the full implications of this renewal transparently violated your fiduciary responsibilities. It also breached the realtor ethics codes tied to transparency and our right to informed consent under Paragraph 22 (Conflict of Interest) and Pennsylvania real estate standards.

After deeply examining your word choices and the timeliness of your efforts, I believe this was purposeful.

The timing of your renewal agreement, executed just days before the initial agreement's expiration, combined with your undisclosed dual role, constitutes multiple breaches of fiduciary and ethical obligations as detailed in Articles 1 and 4 of the National Association of Realtors Code of Ethics and Pennsylvania real estate regulations (49 Pa. Code §35.292).

I am firmly convinced that the critical information I am disclosing herein—specifically, your undisclosed conflict of interest and the demonstrably deceptive practice of presenting a six-month listing renewal as a substantive "price decrease"—constitutes facts of which you are already fully aware, despite your anticipated categorical denial.

Your calculated denial, which I anticipate forthcoming, constitutes further evidence of the pattern of misrepresentation that has characterized your handling of this matter from inception. Be advised that such denial will contradict the documentary evidence already secured and preserved for potential regulatory and legal proceedings.

Failure to Adequately Communicate Financial Delinquency Information

You were recently re-elected for a third term on the HOA Executive Board. The same board who examines delinquencies and issues warnings and demands, similar to the outreach we received just one day after the most recent Annual Board Meeting where delinquencies were spoken to and on the agenda. Your knowledge of your client's escalating financial delinquencies tied directly to the property's HOA obligations significantly impacted its marketability.

Your failure to disclose this critical information during the renewal agreement constitutes an additional fiduciary breach, affecting the transparency of our transactional relationship.

Negligent Strategic Management of Listing

You represented the prior owner, and you were the seller's agent when we acquired the property.

On January 13th, 2025, days before the listing agreement expiration date, you stated:

"Hi! Hope you both had a great weekend. Any follow up thoughts on pricing moving forward for rental+sale? Historically, I know you both know this unit was a hard resale from when Richard owned it (partly due to starting out entirely too high price wise). Condos in general have been a harder sell in the last few years with HOA fees and interest rates."

On February 11th, 2025, you stated:

"Hi! I don't think it is a pricing issue - based on comps this is really well priced. I think it is a condition issue (people tend to gravitate towards more modern homes), interest rate issue (7% is high!), plus taxes and hoa aren't cheap either. If someone were to buy the condo at \$415k, with 20% down the payment (all in) comes to about \$3600, which is much more than your current payment.

I feel we have done best with small reductions - maybe reduce to \$430,000 now, and then let's wait a week/week and a half and reduce to \$425,000, then same thing and \$420,000"

Your directly contradictory statements regarding this property's market positioning reflect either deliberate misrepresentation or profound professional incompetence that demands immediate accountability.

When addressing the property's previous 5-month marketing period in the 2022 market, you explicitly identified the cause as "partly due to starting out entirely too high price wise." Yet, after an even more extensive 200-day unsuccessful marketing period under your current representation, you categorically reversed this position, stating: "I don't think it is a pricing issue - based on comps this is really well priced. I think it is a condition issue."

These fundamentally inconsistent professional assessments of identical market challenges—delivered with unwarranted certainty despite being mutually exclusive—were subjected to comprehensive analysis by multiple independent real estate valuation experts. Without exception, these third-party professionals identified your contradictory statements as prima facie evidence of either deliberate client deception or a fundamental failure to apply basic market analysis principles.

Your willingness to attribute identical market rejection to diametrically opposed causes depending on which narrative better

served your immediate interests represents precisely the type of self-serving conduct that regulatory bodies are established to address and remedy.

With unequivocal certainty—now substantiated by comprehensive third-party appraisals and expert market analyses rather than your unsubstantiated assertions—the property's failure to sell is demonstrably and exclusively attributable to systematic overpricing.

The empirical evidence conclusively establishes that price misalignment constitutes the sole barrier to market acceptance, rendering your contradictory claims regarding "condition issues" not merely incorrect but affirmatively misleading and potentially actionable.

When questioning your data, you persistently obstructed my legitimate ideas to obtain critical market valuation data from independent third-party appraisers—advice I justifiably disregarded upon recognizing the conspicuous absence of requisite specificity and analytical depth in your representations.

I have compiled an extensive evidentiary record, including multiple independent professional appraisals and expert consultant analyses, which unequivocally corroborate my position.

These comprehensive findings demonstrate that the subject property has been systematically and egregiously overpriced.

The property's 230+ days on the market are data points that can stand alone in disproving price as a non-issue.

Without generating a single offer, it constitutes irrefutable prima facie evidence that the fundamental impediment to sale lies exclusively with inappropriate pricing—a dynamic market variable demanding aggressive and strategic adjustment to evolving market conditions, which you repeatedly and deliberately failed to address with even minimal professional competence.

Your fundamentally deficient strategy demonstrates willful disregard for the explicitly communicated unique circumstances of this transaction, namely:

- 1) the sensitive nature of a property owned by divorcing parties with explicitly communicated urgent sale requirements, and

2) the documented financial constraints faced by the owners.

These financial exigencies were not merely communicated to you in your capacity as listing agent. Still, they were directly known to you through your conflicting role on the HOA Executive Board, where you had direct access to and oversight of our delinquent HOA payment records—a clear conflict of interest that you failed to disclose and which materially compromised your ability to provide unbiased professional representation.

Furthermore, you failed to present or implement any semblance of a coherent, proactive marketing strategy whatsoever. Even after an unsuccessful 200-day marketing period that produced zero offers, your approach remained inexcusably passive, consisting merely of incremental price reductions calculated solely to manipulate listing platform algorithms, supplemented by sporadic open houses without strategic purpose.

Your profound disconnection from market realities and client priorities became glaringly apparent when you triumphantly highlighted a purported "43% open rate" from an open house conducted approximately 225 days after the initial listing—a statistic devoid of actionable value, which you inexplicably presented as positive news. This communication not only demonstrated a complete absence of professional judgment and empathy for our financial circumstances but bordered on professional negligence in its failure to acknowledge the manifest ineffectiveness of your marketing approach after nearly eight months without results.

Such conduct constitutes a flagrant disregard for fiduciary obligations. It reflects a fundamental incapacity to recognize information that any reasonably competent real estate professional would immediately identify as damaging rather than encouraging.

Such fundamentally deficient tactics reflect a complete failure of professional judgment in choosing open houses as the primary marketing method for a property with complex circumstances, including 1) disclosed divorce proceedings between owners, 2) clearly communicated urgent sale requirements, and 3) documented financial constraints shown by HOA payment delinquencies.

These fundamentally inadequate price adjustments lacked any semblance of strategic market positioning and clearly failed to generate necessary buyer interest, thereby imposing significant and measurable financial damages. Documented feedback from prospective buyers

consistently identified price misalignment as the key obstacle, yet your adjustments remained reactive and clearly insufficient.

Despite these material failures, you actively discouraged my independent due diligence efforts, clearly lacking understanding of the scope and analytical value of data available through proper professional channels. Compiling this comprehensive evidentiary record required a significant investment of time and resources.

Client-led, Data-Focused Initiative

Throughout this process, I upheld strict objectivity and analytical rigor, conducting this research solely to safeguard the legitimate financial interests of the marital estate.

This investigation ultimately revealed your pattern of misrepresenting material facts, failing to disclose conflicts of interest, and practicing professional negligence, which prioritizes your financial interests over your fiduciary obligations to your client.

Immediate Required Actions:

March 10, 2025:

By 7:00 PM on March 10, 2025, you are required to deliver a written acknowledgment confirming receipt and acceptance, or denial, of all demands listed herein. Failure to provide such timely confirmation of receipt with acceptance or denial of terms will be considered willful non-compliance.

March 11, 2025:

By noon, March 11, 2025, you are required to issue a fully executed termination agreement incorporating all terms explicitly outlined in the opening section of this correspondence must be delivered to me, Stephen J. Boerner, at stephen.boerner@gmail.com

Note:

Through 23 Pa.C.S.A. § 3501(a) and 23 Pa.C.S.A. § 3502(a), I have established authority to act unilaterally and independently - to be the sole signing authority to finalize the termination agreement despite any terminology in your

listing agreement that will require multi-party signatures. This is afforded to me in an effort to preserve the value of the marital estate in light of these conditions and to prevent future loss associated with being under agreement with you and your brokerage.

You must also provide verifiable documentation confirming the complete and irrevocable withdrawal of all MLS listings associated with the subject property by noon on Tuesday, March 11, 2025.

You are further directed to immediately cease from all marketing activities related to the property, including but not limited to removing signage, canceling scheduled showings, and deleting all digital marketing materials across all platforms.

Additionally, you are strictly prohibited from initiating or continuing any direct communication with either of the co-owners, Stephen J. Boerner or Melissa A. Bemer unless directly in response to this Demand Letter.

The established group text chat was previously the main communication channel but will cease entirely.

All one-on-one correspondence you have previously conducted with either co-owner separately must immediately terminate.

You are hereby placed on notice to preserve, without alteration or deletion, all communications, documents, notes, electronic records, and any other materials related to this listing and property, including but not limited to all separate communications with either co-owner. These materials may be subject to legal discovery and evidential review in subsequent legal or regulatory proceedings.

Any continuation of prohibited activities following receipt of this communication will constitute additional actionable conduct subject to separate legal remedy.

Be advised that strict compliance with each temporal deadline and substantive requirement specified herein is non-negotiable.

Fully dissociate yourself and Kurfiss Sotheby's International Realty from further representation or activity related to this property.

Consequences of Non-Compliance

Should you fail to comply with the stipulated deadline of today, March 10, 2025, at 7:00 PM, to acknowledge, accept, or deny the terms outlined herein, followed by the completion of the required action—specifically, issuing a termination agreement, withdrawing the MLS listing, and removing yourself as the representing realtor—by Noon on March 11, 2025, formal grievances will be filed with the appropriate governing bodies as previously stated.