

**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](mailto: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](mailto: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](mailto: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](mailto:stephen.boerner@gmail.com)

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**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.