

From: Steve Boerner stephen.boerner@gmail.com 

Subject: Demand Letter

Date: March 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**
139 KB





From: Melissa Bemer melissabemer@gmail.com
Subject: Re: Demand Letter
Date: March 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

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

Juliana & Joan,

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

Stephen J. Boerner



From: Juliana Martell julianamartell@gmail.com
Subject: Re: Demand Letter
Date: March 10, 2025 at 2:57 PM
To: Steve Boerner stephen.boerner@gmail.com
Cc: lamarchesino@kurfiss.com, [Melissa melissabemer@gmail.com](mailto: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:
Juliana & Joan,

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

Stephen J. Boerner


--

Best regards,

Juliana Martell, Broker Associate
Licensed in NJ and PA

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

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

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



Karen,

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

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

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

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

This blatant dual agency requires the boards attention.

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

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

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

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

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

Our relationship with Juliana is terminated, effective now.

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

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

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

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

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

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

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

2. The minutes from the most recent board meeting.

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

The minutes and bylaws will prove or disprove this.

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

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

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

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

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

----- 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>

CC: Melissa <melissabemer@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@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**
139 KB




From: Karen Oglesby karen@cpihome.com 
Subject: Re: Demand Letter
Date: March 11, 2025 at 2:47 PM
To: Steve Boerner stephen.boerner@gmail.com
Cc: Melissa melissabemer@gmail.com

KO

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

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.

----- 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>

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

Juliana & Joan,

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

Stephen J. Boerner

Dec 2024 Financials.pdf
726 KB



From: Steve Boerner stephen.boerner@gmail.com 

Subject: Fwd: Demand Letter

Date: March 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>

Cc: Melissa <melissabemer@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@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 Sothebys
International Realty.pdf**
139 KB



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



From: Steve Boerner stephen.boerner@gmail.com 
Subject: Fwd: Demand Letter
Date: March 14, 2025 at 8:30 AM
To: Juliana Martell julianamartell@gmail.com, linda@kurfiss.com



Dear Linda,

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

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

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

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

I request a response by noon today regarding:

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

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

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

Just please already, a response. Would be lovely.

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

From: **Steve Boerner** <stephen.boerner@gmail.com>
Date: Thu, Mar 13, 2025 at 4:39 PM
Subject: Fwd: Demand Letter
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>
Cc: Melissa <melissabemer@gmail.com>, Stephen and Melissa Boerner <stephenandmelissaboerner@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**
139 KB



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



From: Melissa Bemer melissabemer@gmail.com
Subject: Re: Demand Letter
Date: March 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

On Mon, Mar 10, 2025 at 2:57 PM Melissa Bemer <melissabemer@gmail.com> wrote:

Good afternoon,

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

Thanks,
Melissa

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

Juliana & Joan,

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

Stephen J. Boerner

From: Steve Boerner stephen.boerner@gmail.com
Subject: Fwd: Demand Letter
Date: March 14, 2025 at 1:54 PM
To: Juliana Martell julianamartell@gmail.com



Please withdraw MLS. Confirm when complete

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

From: **Melissa Bemer** <melissabemer@gmail.com>
Date: Fri, Mar 14, 2025 at 11:51 AM
Subject: Re: Demand Letter
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

On Mon, Mar 10, 2025 at 2:57 PM Melissa Bemer <melissabemer@gmail.com> wrote:

Good afternoon,

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


Thanks,
Melissa

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

Juliana & Joan,

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

Stephen J. Boerner

From: Maria Testa, Esquire maria@tpfamilylaw.com 
Subject: FW: Demand Letter
Date: March 17, 2025 at 8:58 AM
To: Steve Boerner stephen.boerner@gmail.com, Randi Penn randi@tpfamilylaw.com

Hi,

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

Testa & Pagnanelli, LLC



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

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia
1515 Market Street
Suite 1200
Philadelphia, PA 19102

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

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

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

Carolyn R. Mirabile, Partner

Weber Gallagher

700 American Ave, Suite 206
King of Prussia, PA 19406
T: [610.278.1524](tel:610.278.1524) M: [484.645.4602](tel:484.645.4602) F: [267.284.4337](tel:267.284.4337)
cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.


Weber Gallagher Simpson Stapleton Fires & Newby LLP

Demand Letter - Kurfiss Sothebys
International Realty.pdf



Legal-Demand-Kurfiss-Sothebys-
3.13.25.pdf



From: Steve Boerner stephen.boerner@gmail.com 
Subject: Re: FW: Demand Letter
Date: March 17, 2025 at 10:18 AM
To: Maria Testa, Esquire maria@tpfamilylaw.com
Cc: Randi Penn randi@tpfamilylaw.com



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

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

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

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

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

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

And Maria,

Drive into this lawyers skull A few key things:

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

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

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

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

Continuing...

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

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

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

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

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

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

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

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

So:

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

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

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

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

On Mon, Mar 17, 2025 at 8:58 AM Maria Testa, Esquire <maria@tpfamilylaw.com> wrote:

Hi,

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

Testa & Pagnanelli, LLC



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

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

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

[Facebook](#) | [LinkedIn](#)

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia

[1515 Market Street](#)

[Suite 1200](#)

[Philadelphia, PA 19102](#)

Radnor

[150 N. Radnor Chester Road](#)

[Suite F-200](#)

Radnor, Pennsylvania 19087

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

Date: Monday, March 17, 2025 at 8:55 AM

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

Subject: FW: Demand Letter

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

Carolyn R. Mirabile, Partner

Weber Gallagher

[700 American Ave, Suite 206](#)


[King of Prussia, PA 19406](#)

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

cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: Steve Boerner stephen.boerner@gmail.com 
Subject: Re: FW: Demand Letter
Date: March 17, 2025 at 3:25 PM
To: Maria Testa, Esquire maria@tpfamilylaw.com
Cc: Randi Penn randi@tpfamilylaw.com



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

On Mon, Mar 17, 2025 at 10:18AM Steve Boerner <stephen.boerner@gmail.com> wrote:

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

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

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

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

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

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

And Maria,

Drive into this lawyers skull A few key things:

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

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

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

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

Continuing...

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

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

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

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

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

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

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

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

So:

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

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

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

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

On Mon, Mar 17, 2025 at 8:58 AM Maria Testa, Esquire <maria@tpfamilylaw.com> wrote:

Hi,

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

Testa & Pagnanelli, LLC



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

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

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

[Facebook](#) | [LinkedIn](#)

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia

[1515 Market Street](#)

[Suite 1200](#)

[Philadelphia, PA 19102](#)

Radnor

[150 N. Radnor Chester Road](#)

[Suite F-200](#)

Radnor, Pennsylvania 19087

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

Date: Monday, March 17, 2025 at 8:55 AM

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

Subject: FW: Demand Letter

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

Carolyn R. Mirabile, Partner

Weber Gallagher

[700 American Ave, Suite 206](#)


[King of Prussia, PA 19406](#)

T: 610.278.1524 M: 484.645.4602 F: 267.284.4337

cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: Randi Penn randi@tpfamilylaw.com 
Subject: RE: FW: Demand Letter
Date: March 17, 2025 at 3:28 PM
To: Steve Boerner stephen.boerner@gmail.com, Maria Testa, Esquire maria@tpfamilylaw.com

RP

Good afternoon:

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

Thank you!
Randi

RANDI PENN-DEZII
SENIOR PARALEGAL

Testa & Pagnanelli, LLC



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

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Monday, March 17, 2025 3:26 PM
To: Maria Testa, Esquire <maria@tpfamilylaw.com>
Cc: Randi Penn <randi@tpfamilylaw.com>
Subject: Re: FW: Demand Letter

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

On Mon, Mar 17, 2025 at 10:18 AM Steve Boerner <stephen.boerner@gmail.com> wrote:

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

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

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

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

the data came back supporting systematic over pricing.

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

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

And Maria,

Drive into this lawyers skull A few key things:

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

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

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

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

Continuing...

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

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

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

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

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

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

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

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

So:

- 1) Financial misconduct

- 2) Medical abandonment

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

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

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

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

On Mon, Mar 17, 2025 at 8:58 AM Maria Testa, Esquire <maria@tpfamilylaw.com> wrote:

Hi,

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

Testa & Pagnanelli, LLC



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

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

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

[Facebook](#) | [LinkedIn](#)

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia

[1515 Market Street](#)

[Suite 1200](#)

[Philadelphia, PA 19102](#)

Radnor

[150 N. Radnor Chester Road](#)

[Suite F-200](#)

Radnor, Pennsylvania 19087

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

Date: Monday, March 17, 2025 at 8:55 AM

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

Subject: FW: Demand Letter

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

Carolyn R. Mirabile, Partner

Weber Gallagher

[700 American Ave. Suite 206](#)

[700 American Ave, Suite 200](#)


[King of Prussia, PA 19406](#)

T: 610.278.1524 M: 484.645.4602 F: 267.284.4337

cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: Steve Boerner stephen.boerner@gmail.com 
Subject: Re: FW: Demand Letter
Date: March 18, 2025 at 1:16 PM
To: Randi Penn randi@tpfamilylaw.com
Cc: Maria Testa, Esquire maria@tpfamilylaw.com



Randi,

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

On Mon, Mar 17, 2025 at 3:28 PM Randi Penn <randi@tpfamilylaw.com> wrote:

Good afternoon:

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

Thank you!

Randi

RANDI PENN-DEZII
SENIOR PARALEGAL

Testa & Pagnanelli, LLC



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

t 610.239.1000 | f 215.814.8998

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Monday, March 17, 2025 3:26 PM
To: Maria Testa, Esquire <maria@tpfamilylaw.com>
Cc: Randi Penn <randi@tpfamilylaw.com>
Subject: Re: FW: Demand Letter

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

On Mon, Mar 17, 2025 at 10:18 AM Steve Boerner <stephen.boerner@gmail.com> wrote:

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

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

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

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

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

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

And Maria,

Drive into this lawyers skull A few key things:

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

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

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

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

Continuing...

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

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

Melissa replied to my email In late September 2024. I can paraphrase her response as: "Go fuck yourself."

Although she use different words, she let it be known that her unilateral decision was to abandon financial obligation.

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

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

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

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

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

So:

1) Financial misconduct

2) Medical abandonment

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

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

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

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

being six nights out of or 100 possible nights

On Mon, Mar 17, 2025 at 8:58 AM Maria Testa, Esquire <maria@tpfamilylaw.com> wrote:

Hi,

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

Testa & Pagnanelli, LLC



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

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

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

[Facebook](#) | [LinkedIn](#)

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia

[1515 Market Street](#)

[Suite 1200](#)

[Philadelphia, PA 19102](#)

Radnor

[150 N. Radnor Chester Road](#)

[Suite F-200](#)

Radnor, Pennsylvania 19087

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

Date: Monday, March 17, 2025 at 8:55 AM

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

Subject: FW: Demand Letter

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

Carolyn R. Mirabile, Partner

Weber Gallagher


[700 American Ave, Suite 206](#)

[King of Prussia, PA 19406](#)

T: 610.278.1524 M: 484.645.4602 F: 267.284.4337

cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

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

EM

Hello,

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

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

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

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

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

Thank you.

Testa & Pagnanelli, LLC



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

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia
1515 Market Street
Suite 1200
Philadelphia, PA 19102

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

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

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

mortgage beginning this month even though your client has been living at the condo. Please let me know if you are free to speak today to discuss this issue. Carolyn

Carolyn R. Mirabile, Partner

Weber Gallagher

700 American Ave, Suite 206


King of Prussia, PA 19406

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

cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: Randi Penn randi@tpfamilylaw.com 
Subject: RE: FW: Demand Letter
Date: March 18, 2025 at 1:44 PM
To: Steve Boerner stephen.boerner@gmail.com
Cc: Maria Testa, Esquire maria@tpfamilylaw.com

RP

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

RANDI PENN-DEZII
SENIOR PARALEGAL

Testa & Pagnanelli, LLC



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

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Tuesday, March 18, 2025 1:16 PM
To: Randi Penn <randi@tpfamilylaw.com>
Cc: Maria Testa, Esquire <maria@tpfamilylaw.com>
Subject: Re: FW: Demand Letter

Randi,

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

On Mon, Mar 17, 2025 at 3:28 PM Randi Penn <randi@tpfamilylaw.com> wrote:

Good afternoon:

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

Thank you!
Randi

RANDI PENN-DEZII
SENIOR PARALEGAL

Testa & Pagnanelli, LLC



[325 Swede Street | Suite 201 | Norristown, PA 19401](#)
t 610.239.1000 | f 215.814.8998

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Monday, March 17, 2025 3:26 PM
To: Maria Testa, Esquire <maria@tpfamilylaw.com>
Cc: Randi Penn <randi@tpfamilylaw.com>
Subject: Re: FW: Demand Letter

Please let me know if you held the call with Melissa's lawyer. I'm not here to tell you what to do in your job, but all I ask is you are aggressive and strong. I believe we hold the advantage and I believe Melissa is scared, resorting to lies. Melissa took the stance that she would not be paying anything towards the \$3,500 fixed costs monthly and she made that stance in since September 2024. Only NOW is she claiming she has no responsibility for that monthly tab bc she claims I "have been living there." This lawyer is getting fed lies fabrications that are baseless and this lawyer is coming to your door step with undocumented, unprovable information. That is Melissa's favorite information, baseless information. I want full attack mode, I want to leverage my disability to the maximum, and I want to point to financial misconduct, medical abandonment, a history of marital related abandonment I could fill a book with my documentation, and financial ineptitude so greedy she become a liability and incapable of being a sound mind in the dealings of this

and financial ineptitude so greedy she became a liability and incapable of being a sound mind in the dealings of this property we own together. Unilateral decisions she's made aren't warranted. But the single act I was forced to take in replacing a dirty realtor and correcting a misguiding pricing strategy was required to save and protect the marital property. I also took a bridge loan and it's written as a personal obligation non collateralized to ensure it falls under marital debt. This was for \$12,500 for float the property costs January, February, and March. Now exhausted.

On Mon, Mar 17, 2025 at 10:18 AM Steve Boerner <stephen.boerner@gmail.com> wrote:

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

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

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

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

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

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

And Maria,

Drive into this lawyers skull A few key things:

- Her client has sent me three unsolicited proposals in 2025 - one of which with a timeline ultimatum they caused me undue harm and mental distress- Melissa's proposed strategy is to circumvent lawyers as she put in writing
- Melissa's proposals are so disconnected, Irrational and uneducated Throwing out proposed terms that would be detrimental to her own financial well-being- The words use in these emails are extremely elementary and so concerning that acting on them would be unethical

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

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

Continuing...

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

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

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

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

being the property and not perceived process to come from it.

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

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

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

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

So:

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

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

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

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

On Mon, Mar 17, 2025 at 8:58 AM Maria Testa, Esquire <maria@tpfamilylaw.com> wrote:

Hi,

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

Testa & Pagnanelli, LLC



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

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

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

[Facebook](#) | [LinkedIn](#)

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia
1515 Market Street
Suite 1200
Philadelphia, PA 19102

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

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

Date: Monday, March 17, 2025 at 8:55 AM

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

Subject: FW: Demand Letter


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

Carolyn R. Mirabile, Partner

Weber Gallagher
700 American Ave, Suite 206
King of Prussia, PA 19406
T: 610.278.1524 M: 484.645.4602 F: 267.284.4337
cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: Steve Boerner stephen.boerner@gmail.com 
Subject: Re: FW: Demand Letter
Date: March 19, 2025 at 2:55 PM
To: Randi Penn randi@tpfamilylaw.com
Cc: Maria Testa, Esquire maria@tpfamilylaw.com



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

On Tue, Mar 18, 2025 at 1:44 PM Randi Penn <randi@tpfamilylaw.com> wrote:

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

RANDI PENN-DEZII
SENIOR PARALEGAL

Testa & Pagnanelli, LLC



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

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Tuesday, March 18, 2025 1:16 PM
To: Randi Penn <randi@tpfamilylaw.com>
Cc: Maria Testa, Esquire <maria@tpfamilylaw.com>
Subject: Re: FW: Demand Letter

Randi,

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

On Mon, Mar 17, 2025 at 3:28 PM Randi Penn <randi@tpfamilylaw.com> wrote:

Good afternoon:

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

Thank you!
Randi

RANDI PENN-DEZII
SENIOR PARALEGAL

Testa & Pagnanelli, LLC



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

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Monday, March 17, 2025 3:26 PM
To: Maria Testa, Esquire <maria@tpfamilylaw.com>
Cc: Randi Penn <randi@tpfamilylaw.com>
Subject: Re: FW: Demand Letter

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

On Mon, Mar 17, 2025 at 10:18 AM Steve Boerner <stephen.boerner@gmail.com> wrote:

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

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

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

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

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

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

And Maria,

Drive into this lawyers skull A few key things:

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

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

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

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

Continuing...

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

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

Melissa replied to my email In late September 2024. I can paraphrase her response as: "Go fuck yourself"

Although she use different words, she let it be known that her unilateral decision was to abandon financial obligation.

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

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

she never created the name and email account to coordinate her management. Another example of unilateral decision-making unilateral decision-making.

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

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

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

So:

1) Financial misconduct

2) Medical abandonment

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

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

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

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

On Mon, Mar 17, 2025 at 8:58 AM Maria Testa, Esquire <maria@tpfamilylaw.com> wrote:

Hi,

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

Testa & Pagnanelli, LLC



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

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

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

[Facebook](#) | [LinkedIn](#)

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia

[1515 Market Street](#)

[Suite 1200](#)

[Philadelphia, PA 19102](#)

[Radnor](#)

[150 N. Radnor Chester Road](#)

[Suite F-200](#)

Radnor, Pennsylvania 19087

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

Date: Monday, March 17, 2025 at 8:55 AM

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

Subject: FW: Demand Letter

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

Carolyn R. Mirabile, Partner

Weber Gallagher

[700 American Ave, Suite 206](#)

[King of Prussia, PA 19406](#)

T: 610.278.1524 M: 484.645.4602 F: 267.284.4337


cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

Weber Gallagher Simpson Stapleton Fires & Newby LLP

**Financial Disclosure Analysis by
Stephen Boerner.pdf**
129 KB



From: Randi Penn randi@tpfamilylaw.com 
Subject: RE: FW: Demand Letter
Date: March 19, 2025 at 2:57 PM
To: Steve Boerner stephen.boerner@gmail.com
Cc: Maria Testa, Esquire maria@tpfamilylaw.com

RP

Received, thank you!

RANDI PENN-DEZII
SENIOR PARALEGAL

Testa & Pagnanelli, LLC



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

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Wednesday, March 19, 2025 2:56 PM
To: Randi Penn <randi@tpfamilylaw.com>
Cc: Maria Testa, Esquire <maria@tpfamilylaw.com>
Subject: Re: FW: Demand Letter

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

On Tue, Mar 18, 2025 at 1:44 PM Randi Penn <randi@tpfamilylaw.com> wrote:

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

RANDI PENN-DEZII
SENIOR PARALEGAL

Testa & Pagnanelli, LLC



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

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Tuesday, March 18, 2025 1:16 PM
To: Randi Penn <randi@tpfamilylaw.com>
Cc: Maria Testa, Esquire <maria@tpfamilylaw.com>
Subject: Re: FW: Demand Letter

Randi,

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

On Mon, Mar 17, 2025 at 3:28 PM Randi Penn <randi@tpfamilylaw.com> wrote:

Good afternoon:

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

Thank you!
Randi

RANDI PENN-DEZII
SENIOR PARALEGAL

Testa & Pagnanelli, LLC



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

From: Steve Boerner <stephen.boerner@gmail.com>
Sent: Monday, March 17, 2025 3:26 PM
To: Maria Testa, Esquire <maria@tpfamilylaw.com>
Cc: Randi Penn <randi@tpfamilylaw.com>
Subject: Re: FW: Demand Letter

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

On Mon, Mar 17, 2025 at 10:18 AM Steve Boerner <stephen.boerner@gmail.com> wrote:

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

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

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

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

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

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

And Maria,

Drive into this lawyers skull A few key things:

- Her client has sent me three unsolicited proposals in 2025 - one of which with a timeline ultimatum they caused me undue harm and mental distress- Melissa's proposed strategy is to circumvent lawyers as she put in writing
- Melissa's proposals are so disconnected, Irrational and uneducated Throwing out proposed terms that would be detrimental to her own financial well-being- The words use in these emails are extremely elementary and so

concerning that acting on them would be unethical

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

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

Continuing...

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

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

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

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

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

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

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

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

So:

1) Financial misconduct

2) Medical abandonment

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

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

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

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

On Mon, Mar 17, 2025 at 8:58 AM Maria Testa, Esquire <maria@tpfamilylaw.com> wrote:

Hi,

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

Testa & Pagnanelli, LLC



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

t 610.239.1000 | f 215.814.8998

maria@tpfamilylaw.com

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

[Facebook](#) | [LinkedIn](#)

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia

[1515 Market Street](#)

[Suite 1200](#)

[Philadelphia, PA 19102](#)

Radnor

[150 N. Radnor Chester Road](#)

[Suite F-200](#)

[Radnor, Pennsylvania 19087](#)

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

Date: Monday, March 17, 2025 at 8:55 AM

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

Subject: FW: Demand Letter

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

Carolyn R. Mirabile, Partner

Weber Gallagher

[700 American Ave, Suite 206](#)


[King of Prussia, PA 19406](#)

T: 610.278.1524 M: 484.645.4602 F: 267.284.4337

cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: Maria Testa, Esquire maria@tpfamilylaw.com 
Subject: FW: Demand Letter
Date: March 24, 2025 at 8:49 AM
To: Steve Boerner stephen.boerner@gmail.com, Randi Penn randi@tpfamilylaw.com

EM

Hi,

Please see below. We can discuss on our call.

Testa & Pagnanelli, LLC



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

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia
1515 Market Street
Suite 1200
Philadelphia, PA 19102

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

From: Carolyn R. Mirabile <cmirabile@wglaw.com>
Date: Friday, March 21, 2025 at 2:31 PM
To: Maria Testa, Esquire <maria@tpfamilylaw.com>
Subject: RE: Demand Letter

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

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

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

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

Carolyn R. Mirabile, Partner

Weber Gallagher

700 American Ave, Suite 206
King of Prussia, PA 19406
T: [610.278.1524](tel:610.278.1524) M: [484.645.4602](tel:484.645.4602) F: [267.284.4337](tel:267.284.4337)
cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: Maria Testa Esquire <maria@tpfamilylaw.com>

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

EXTERNAL EMAIL

Hello,

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

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

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

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

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

Thank you.

Testa & Pagnanelli, LLC



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

Send Mail to Norristown Office Only

With Satellite Offices in:

Philadelphia
1515 Market Street
Suite 1200
Philadelphia, PA 19102

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

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

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

free to speak today to discuss this issue. Carolyn

Carolyn R. Mirabile, Partner

Weber Gallagher

700 American Ave, Suite 206

King of Prussia, PA 19406

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

cmirabile@wglaw.com, www.wglaw.com

Confidentiality Note: The information contained in this electronic message may contain attorney-client privileged and confidential information intended only for the use of the owner of the email address listed as the recipient of this message. If you are not the intended recipient of this email message you are hereby notified that any disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender by return email; and by telephone at 610.278.1524.

Weber Gallagher Simpson Stapleton Fires & Newby LLP

From: Steve Boerner stephen.boerner@gmail.com
Subject: Re: Demand Letter
Date: April 10, 2025 at 10:46 AM
To: Karen Oglesby Karen@cpihome.com, Karen Lanetti KLanetti@cainecpa.com



Karen,

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

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

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

stephen.boerner@gmail.com

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

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


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

Thank you.

On Tue, Mar 11, 2025 at 2:47 PM Karen Oglesby <karen@cpihome.com> wrote:

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

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.

----- 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>

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

Juliana & Joan,

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

Stephen J. Boerner

From: Steve Boerner stephen.boerner@gmail.com
Subject: Re: Demand Letter
Date: April 16, 2025 at 5:26 PM
To: Karen Oglesby Karen@cpihome.com, Karen Lanetti KLanetti@cainecpa.com



Karen,

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

On Thu, Apr 10, 2025 at 10:46 AM Steve Boerner <stephen.boerner@gmail.com> wrote:

Karen,

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

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

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

stephen.boerner@gmail.com

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

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

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


Thank you.

On Tue, Mar 11, 2025 at 2:47 PM Karen Oglesby <karen@cpihome.com> wrote:

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

Biddeford, ME 04005

Ridley Park, PA 17070

(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

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 quickly over text messages with such terms being requested and as I do not hold Larry

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.

----- 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>

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

Juliana & Joan,

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

Stephen J. Boerner

From: Steve Boerner stephen.boerner@gmail.com
Subject: Fwd: Demand Letter
Date: April 17, 2025 at 6:59 PM
To: Christy@cpihome.com



Christy, Karen's email came back to me as an out of office message providing your email address. I'm forwarding the request I issued but have yet to hear back on. I'll paste my words exactly how they were written below, but you'll find the same in the emails below.

Karen,

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

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

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

stephen.boerner@gmail.com

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

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

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

Thank you.

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

From: **Steve Boerner** <stephen.boerner@gmail.com>
Date: Wed, Apr 16, 2025 at 5:26 PM
Subject: Re: Demand Letter
To: Karen Oglesby <Karen@cpihome.com>, Karen Lanetti <KLanetti@cainecpa.com>

Karen,

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

On Thu, Apr 10, 2025 at 10:46 AM Steve Boerner <stephen.boerner@gmail.com> wrote:

Karen,

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

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

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

stephen.boerner@gmail.com

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

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

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


Thank you.

On Tue, Mar 11, 2025 at 2:47 PM Karen Oglesby <karen@cpihome.com> wrote:

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

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.

----- 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>

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

Juliana & Joan,

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

Stephen J. Boerner

From: Karen Oglesby karen@cpihome.com
Subject: Re: Demand Letter
Date: April 18, 2025 at 9:36 AM
To: Steve Boerner stephen.boerner@gmail.com, Karen Lanetti KLANetti@caine CPA.com

KO

Steve-

The meeting minutes do not get distributed to the owners.

They are located on the community website at www.cpihome.com.

Go to Resident Log In- Documents.

The password is 246new. Then go to Meeting Minutes. There have not been any board meetings in 2025 other than the Annual and those minutes have not been approved yet so what you will see are the most recent which are for 2024.

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: Thursday, April 10, 2025 10:46 AM
To: Karen Oglesby <karen@cpihome.com>; Karen Lanetti <KLANetti@caine CPA.com>
Subject: Re: Demand Letter

Karen,

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

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

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

stephen.boerner@gmail.com

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

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


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

Thank you.

On Tue, Mar 11, 2025 at 2:47 PM Karen Oglesby <karen@cpihome.com> wrote:

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

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.

----- 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>

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

Juliana & Joan,

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

Stephen J. Boerner

From: Steve Boerner stephen.boerner@gmail.com
Subject: Re: Demand Letter
Date: April 18, 2025 at 1:47 PM
To: Karen Oglesby karen@cpihome.com
Cc: Karen Lanetti KLanetti@cainecpa.com



When do the 2025 annual meeting minutes get approved and posted? It's been 44 days since the annual.

On Fri, Apr 18, 2025 at 9:36 AM Karen Oglesby <karen@cpihome.com> wrote:

Steve-

The meeting minutes do not get distributed to the owners.

They are located on the community website at www.cpihome.com.

Go to Resident Log In- Documents.

The password is 246new. Then go to Meeting Minutes. There have not been any board meetings in 2025 other than the Annual and those minutes have not been approved yet so what you will see are the most recent which are for 2024.

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: Thursday, April 10, 2025 10:46 AM
To: Karen Oglesby <karen@cpihome.com>; Karen Lanetti <KLanetti@cainecpa.com>
Subject: Re: Demand Letter

Karen,

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

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

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

stephen.boerner@gmail.com

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

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


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

Thank you.

On Tue, Mar 11, 2025 at 2:47 PM Karen Oglesby <karen@cpihome.com> wrote:

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 available.

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

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

1. The complete 2024 materials, 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.

----- 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>

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

Juliana & Joan,

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

Stephen J. Boerner

From: Karen Oglesby karen@cpihome.com
Subject: Re: Demand Letter
Date: April 18, 2025 at 1:54 PM
To: Steve Boerner stephen.boerner@gmail.com
Cc: Karen Lanetti KLANetti@cainecpa.com

KO

They are officially approved at the next Annula Meeting. However, they have been submitted to the board for review and the draft can hopefully be approved sometime in the next week or so.

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: Friday, April 18, 2025 1:47 PM
To: Karen Oglesby <karen@cpihome.com>
Cc: Karen Lanetti <KLANetti@cainecpa.com>
Subject: Re: Demand Letter

When do the 2025 annual meeting minutes get approved and posted? It's been 44 days since the annual.

On Fri, Apr 18, 2025 at 9:36 AM Karen Oglesby <karen@cpihome.com> wrote:

Steve-

The meeting minutes do not get distributed to the owners.

They are located on the community website at www.cpihome.com.

Go to Resident Log In- Documents.

The password is 246new. Then go to Meeting Minutes. There have not been any board meetings in 2025 other than the Annual and those minutes have not been approved yet so what you will see are the most recent which are for 2024.

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: Thursday, April 10, 2025 10:46 AM
To: Karen Oglesby <karen@cpihome.com>; Karen Lanetti <KLANetti@cainecpa.com>
Subject: Re: Demand Letter

Karen,

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

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

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

stephen.boerner@gmail.com

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

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


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

Thank you.

On Tue, Mar 11, 2025 at 2:47 PM Karen Oglesby <karen@cpihome.com> wrote:

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

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.

----- 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>

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

Juliana & Joan,

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

Stephen J. Boerner

From: Steve Boerner stephen.boerner@gmail.com
Subject: Re: Demand Letter
Date: April 18, 2025 at 1:55 PM
To: Karen Oglesby karen@cpihome.com
Cc: Karen Lanetti KLanetti@cainecpa.com



Thank you.

On Fri, Apr 18, 2025 at 1:54 PM Karen Oglesby <karen@cpihome.com> wrote:

They are officially approved at the next Annula Meeting. However, they have been submitted to the board for review and the draft can hopefully be approved sometime in the next week or so.

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: Friday, April 18, 2025 1:47 PM
To: Karen Oglesby <karen@cpihome.com>
Cc: Karen Lanetti <KLanetti@cainecpa.com>
Subject: Re: Demand Letter

When do the 2025 annual meeting minutes get approved and posted? It's been 44 days since the annual.

On Fri, Apr 18, 2025 at 9:36 AM Karen Oglesby <karen@cpihome.com> wrote:

Steve-

The meeting minutes do not get distributed to the owners.

They are located on the community website at www.cpihome.com.

Go to Resident Log In- Documents.

The password is 246new. Then go to Meeting Minutes. There have not been any board meetings in 2025 other than the Annual and those minutes have not been approved yet so what you will see are the most recent which are for 2024.

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: Thursday, April 10, 2025 10:46 AM
To: Karen Oglesby <karen@cpihome.com>; Karen Lanetti <KLanetti@cainecpa.com>
Subject: Re: Demand Letter

Karen,

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

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

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

stephen.boerner@gmail.com

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

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


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

Thank you.

On Tue, Mar 11, 2025 at 2:47 PM Karen Oglesby <karen@cpihome.com> wrote:

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

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 board's 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.

----- 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>

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

Juliana & Joan,

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

Stephen J. Boerner

