

**Juliana Martell**

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Cc. Melissa Bemer, melissabemer@gmail.com

**Subject: Immediate Termination of Listing Agreement and MLS Withdrawal**

Dear Ms. Martell,

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

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

**Agreement Reference:**

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

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

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

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

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

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

stephen.boerner@gmail.com

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

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

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

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

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

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

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

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

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

Below are the explicit grievances substantiating this termination:

#### **Undisclosed Conflict of Interest and Dual Agency**

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

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

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

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

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

### **Misrepresentation of Renewal Agreement Terms**

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

Relevant text messages confirm this misrepresentation:

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

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

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

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

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

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

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

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

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

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

#### **Failure to Adequately Communicate Financial Delinquency Information**

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

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

#### **Negligent Strategic Management of Listing**

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

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

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

On February 11th, 2025, you stated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2) the documented financial constraints faced by the owners.

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

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

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

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

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

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



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

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

### **Client-led, Data-Focused Initiative**

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

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

### **Immediate Required Actions:**

#### March 10, 2025:

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

#### March 11, 2025:

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

#### Note:

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

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

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

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

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

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

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

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

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

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

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

### **Consequences of Non-Compliance**

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