

NEW JERSEY REAL ESTATE COMMISSION,

Complainant

v.

JOHN NATALE, licensed New Jersey
Salesperson (License Reference No. 0790719) and
ADELE DEMORO, Broker of Record,
(License Reference No. 9231017)

Respondent.

) DOCKET NUMBER
) REC E21-003

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)
)
) ORDER TO SHOW CAUSE
) (REC Ref. No.10009755)

THIS MATTER being commenced by the New Jersey Real Estate Commission in the Department of Banking and Insurance, State of New Jersey (“Commission”), on its own motion, pursuant to the provisions of N.J.S.A. 45:15-17, 45:15-18, and N.J.A.C. 11:5-1.1 et seq., and it appearing that:

1. Respondent, John Natale (“Natale”), is a licensed New Jersey real estate salesperson, having first obtained his salesperson license on or about August 27, 2007. Pursuant to the records maintained by the Real Estate Commission (“REC”), Natale is currently licensed with Adele DeMoro, LLC, doing business as Keller Williams West Monmouth (“KW”) located at 50B Route 9 North, Morganville, New Jersey; and

2. Respondent, Adele DeMoro (“DeMoro”), is a licensed broker who was first licensed as a New Jersey salesperson on or about July 1, 1992 and was subsequently licensed as a New Jersey broker on or about January 31, 2003. DeMoro is currently licensed as the broker of record of Adele DeMoro LLC, doing business as Keller Williams West Monmouth, as referenced above as KW, since 2003; and

COUNT ONE

1. On or about May 2019, Joey Wahler (“Wahler”) and his wife contacted Natale about purchasing Natale’s residential home listing located at 4 Crusade Court, Manalapan, New Jersey (“Crusade Court”); and

2. Natale advised Wahler that there was a pending contract of sale on the Crusade Court home and revealed the contract sales price to Wahler, enabling Wahler to submit a higher offer; and

3. In exchange for the information, Wahler agreed to give the listing of Wahler’s townhouse to Natale; and

4. Wahler did submit a higher offer on the Crusade Court home on or about May 23, 2019, which the seller accepted. However, the parties could not agree on resolution of home repair issues which arose during the home inspection process and the contract of sale was terminated on or about June 13, 2019; and

5. At that time, Natale advised Wahler that there was no chance of resolving the home inspection issues with the sellers as the sellers simply no longer wished to sell the property to Wahler and his wife; and

6. Thereafter, on or about June 17, 2019, Wahler asked to be released from the listing agreement he had signed with Natale for the townhome he owned and Natale agreed to an unconditional release; and

7. When Wahler relisted the townhome with another agent with Re/Max Homeland West and received an offer to purchase, Natale claimed he was owed a commission. Natale’s broker, DeMoro interceded and confirmed that there was no commission owed to Natale and the sale of Wahler’s townhome closed on August 15, 2019; and

8. N.J.S.A. 45:15-17(e) prohibits “any conduct which demonstrates unworthiness, incompetence, bad faith or dishonesty.” Natale’s conduct set forth in Paragraph 2 herein constitutes a violation of N.J.S.A. 45:15-17(e), as such conduct demonstrates bad faith, incompetence and dishonesty; and

9. During the course of the REC investigation, it was learned that after the termination of the Wahler contract on the Crusade Court property, the information on the MLS remained as “Under Contract” for months thereafter and was not updated or corrected; and

10. Natale’s failure to update the MLS accurately and timely constitutes a violation of N.J.S.A. 45:15-17(e) which failure demonstrated bad faith, incompetence, dishonesty and/ or unworthiness; and

11. Such conduct set forth above, is also in violation of N.J.A.C. 11:5-6.4 in that failing to update the MLS listing with accurate and timely information demonstrates Natale’s failure to meet his obligation to the public and to other licensees; and

12. Further, during the course of the REC investigation, Natale admitted to the REC investigator that Natale’s representation as set forth in Paragraph 5 above as to the seller’s intentions not to sell to Wahler were not true and such conduct by Natale constitutes as violation of N.J.S.A. 45:15-17(e), demonstrating dishonesty; and

COUNT TWO

13. Wahler retained the services of another agent with Century 21 Action Plus Realty to further assist in their home search. On or about July 22, 2019, Wahler submitted a bid on a home located at 69 Homestead Circle, Marlboro, New Jersey (“Homestead Circle”), which offer was accepted by the sellers. The Homestead Circle home was listed with Natale. During the course of the home inspections, significant issues were revealed, and the parties attempted to resolve those

issues to the mutual satisfaction of the parties; and

14. During the course of those home repair negotiations, Natale inappropriately contacted Wahler directly and offered to provide him with “leverage” to use in negotiations with his own clients, the sellers; and

15. The “leverage” was the opportunity to purchase their original choice of homes, the Crusade Court property in Manalapan. Anxious to purchase, Wahler agreed to submit an offer and agreed with Natale’s request to use another agent in Natale’s office to submit the offer; and

16. Wahler and the Crusade Court sellers entered into another contract of sale for the home on or about August 27, 2019. The contract of sale was subsequently terminated by the sellers on August 29, 2019. Natale represented to Wahler that the home was off the market due to repairs being made by sellers; and

17. Approximately one week later, upon information and belief, the Crusade Court property was listed on a real estate on-line site as being “Under Contract”; when Wahler questioned Natale about this designation, he represented that the site was incorrect. On or about October 19, 2019, Wahler reported that another real estate on-line site listed the property as “Sold”. The REC investigation of the listing on the MLS determined that the listing had been updated on October 20, 2019 to show that the property had in fact been sold on October 20, 2019 to another buyer; and

18. Natale’s conduct as set forth more specifically in Paragraphs 14 and 15 above, is in violation of N.J.A.C. 11:5-6.4, in that he failed to honor his obligation to the public and other licensees; and

COUNT THREE

19. DeMoro, as the broker of Natale, failed to effectively supervise Natale, as a salesperson in her office, more specifically Natale’s failure to update the MLS listing on the Crusade Court

property when the Wahler contract of sale was terminated and allowing the inaccurate and untimely information to remain on the MLS for approximately four months. Her failure to supervise constitutes a violation of N.J.A.C. 11:5-4.4(a)1

And for good cause shown,

IT IS ON THIS 19th DAY OF April, 2021

ORDERED that Respondents shall show cause why their real estate licenses and/or eligibility to hold a real estate license should not be suspended or revoked and/or why fines or other sanctions should not be imposed pursuant to N.J.S.A. 45:15-1, 45:15-17, and N.J.A.C. 11:5-1.1. Each Respondent shall file a written Answer to the charges in this Order to Show Cause as required by N.J.A.C. 11:5-11.2 within twenty (20) days of the service of this Order. As required by N.J.A.C. 11:5-11.2, each Respondents' written Answer must include specific admissions or denials of all allegations in this Order to Show Cause, state the factual basis of each and every factual allegation denied, and assert any defenses that each Respondent intends to present in the event that this matter is deemed a contested case and a plenary hearing is held; and

IT IS FURTHER ORDERED that failure to comply with all of the requirements of N.J.A.C. 11:5-11.2 may result in a determination that there are no material facts or issues of law in dispute and any presentation made to the Commission will be limited to the issue of the severity of any sanction or penalty to be imposed; and

IT IS FURTHER ORDERED that if, on the basis of the answer filed herein the Commission deems this matter a contested case, a full hearing shall thereafter be scheduled at which time the Respondents shall show cause why their eligibility to hold a real estate license should not be suspended or revoked, why a Cease and Desist Order should not be entered as to each Respondent and all entities operated by him or her and/or why fines or other sanctions should

not be imposed pursuant to N.J.S.A. 45:15-17; and

IT IS FURTHER ORDERED that the Commission will review this Order to Show Cause and Answer(s) filed, if any, at a meeting scheduled on or after the 25th day of May, 2021 at 9:30 a.m. to determine whether there is a material fact or issue of law contested. No appearance is required at that time; and

IT IS FURTHER ORDERED that if the Commission determines that there is a material fact or issue of law contested, a hearing will be scheduled for a future date; and

IT IS FURTHER ORDERED that if the Commission determines that there is no material fact or issue of law contested, a hearing shall be scheduled at which the Respondents will be limited to presenting witnesses and documentary evidence regarding the issue of the severity of any sanction or penalty to be imposed; and

IT IS FURTHER ORDERED that a copy of this Order be served upon each Respondent at least ten days prior to the return date thereof, which service may be accomplished by serving a copy of this Order on the Respondents personally, or by delivering a copy hereof to his or her last known address via certified mail, return receipt requested, pursuant to N.J.S.A. 45:15-18.



Marlene Caride
Commissioner