

NEW JERSEY REAL ESTATE COMMISSION

NEW JERSEY REAL ESTATE COMMISSION)	DOCKET NUMBER REC-E21-003
)	(REC File No. 10009755)
Complainant,)	
)	
v.)	
)	CONSENT ORDER AS TO
JOHN NATALE, licensed New Jersey)	JOHN NATALE ONLY
salesperson (License Reference No. 0790719) and)	
ADELE DEMORO, Broker of Record,)	
(License Reference No. 9231017))	
)	
Respondents.)	

THIS MATTER having been opened to the New Jersey Real Estate Commission (the “Commission”) in the Department of Banking and Insurance, State of New Jersey, upon information that John Natale (“Natale”), a licensed real estate salesperson, may have violated various provisions of the real estate licensing law of the State of New Jersey; and

WHEREAS Natale is subject to the provisions of the New Jersey Real Estate License Act, N.J.S.A. 45:15-1 to -42 and corresponding regulations, N.J.A.C. 11:5-1.1 to -12.18; and

WHEREAS Commission staff has alleged that Natale has violated certain provisions of the laws and regulations governing the conduct of New Jersey real estate licensees; and

WHEREAS Natale acknowledges that he is aware of his right to a plenary hearing on any violations which the Commission may allege he has committed and having had the advice of counsel on matters to which this Consent Order pertains, he is knowingly and voluntarily waiving the right to a hearing; and

WHEREAS the Commission and Natale, in order to avoid the costs and uncertainty of further litigation and to resolve the matter with finality, hereby agree to this Consent Order, fully disposing of all the issues in controversy in this matter with prejudice; and

WHEREAS the terms of this Consent Order were approved by the Commission at a regular meeting on June 14, 2022; and

IT APPEARING that the matter against Natale should be resolved upon the consent of the parties, without resort to a formal hearing on the aforementioned violations, and further good cause appearing;

NOW, THEREFORE, IT IS on this 15th day of June, 2022

ORDERED AND AGREED that Respondent Natale admits the following facts:

1. Natale is a licensed New Jersey real estate salesperson, having first obtained his salesperson license on or about August 27, 2007. Natale is currently licensed with Adele DeMoro, LLC, doing business as Keller Williams West Monmouth (“KW West Monmouth”), whose main office is located at 50B Route 9 North, Morganville, New Jersey; and

2. At all relevant times herein, Natale, on behalf of KW West Monmouth, was the listing agent for the residential property located at 4 Crusade Court, Manalapan, New Jersey (“Crusade Court”); and

3. At all relevant times herein, Natale, on behalf of KW West Monmouth, was the listing agent for the residential property located at 69 Homestead Circle, Marlboro, New Jersey (“Homestead Circle”); and

4. On or about May 14, 2019, Natale posted the listing for Crusade Court on the Monmouth Multiple Listing Service (the “MLS”); and

5. On or about May 22, 2019, consumers Joey Wahler and Shari Messer (the

“Buyers”) entered into a contract to purchase Crusade Court (the “Crusade Court Contract”). The Buyers were represented by licensed salesperson Kristina Kouznetsova, who was also licensed with KW West Monmouth. Therefore, both Natale and Kristina Kouznetsova, on behalf of KW West Monmouth, acted in the capacity of disclosed dual agents in connection with the transaction; and

6. On or about May 24, 2019, Natale changed the status on the MLS listing for Crusade Court to indicate that a transaction was “pending” and that Crusade Court was “under contract”; and

7. On or about June 13, 2019, the Crusade Court Contract was terminated as a result of the parties’ inability to agree to the resolution of certain home repair issues, which were uncovered during the home inspection process; and

8. The “status” section of the MLS listing for Crusade Court was not updated after the Crusade Court Contract was terminated and indicated that Crusade Court was “under contract” until October 20, 2019, when it was updated from “pending” to “closed” ultimately indicating that the property had been sold; and

9. After the cancelation of the Crusade Court Contract, 2 subsequent contracts were entered into and terminated by the respective parties concerning the sale of Crusade Court, prior to the ultimate sale, which was concluded in October 2019; and it is further

10. After the cancellation of the Crusade Court Contract, the Buyers retained the services of a different real estate salesperson, who was licensed with Century 21 Action Plus Realty, to further assist in their home search. On or about July 19, 2019, the Buyers entered into a contract to purchase Homestead Circle (the “Homestead Circle Contract”); and

11. Natale acted as listing agent, on behalf of KW Monmouth, in connection with the

Homestead Circle Contract and accordingly, as fiduciary, owed the sellers the duty of absolute fidelity to their interests; and

12. On or about August 17, 2019, the Homestead Circle Contract was cancelled as a result of the Buyers' default on certain contractual obligations; and

13. Although no longer under contract, the Buyers continued to negotiate with the sellers of Homestead Circle, in an attempt to purchase the home on terms that were mutually agreeable to both parties; and

14. On August 27, 2019, while the Buyers and the sellers of Homestead Circle were still engaged in discussions regarding potential sale terms for Homestead Circle, Natale contacted the Buyers directly and offered to provide "leverage" to use in negotiations with the sellers of Homestead Circle, who were Natale's own clients; and

15. The "leverage" was the opportunity for the Buyers to purchase their original choice of homes, Crusade Court, as a result of the termination of a contract to sell Crusade Court to different buyers. In relaying this opportunity, Natale requested that the Buyers utilize the services of Kristina Kouznetsova to submit an offer; and

16. On or about August 27, 2019, the Buyers entered into a second contract to purchase Crusade Court. The Buyers were represented by licensed salesperson Kristina Kouznetsova, who was also licensed with KW West Monmouth. Therefore, both Natale and Kristina Kouznetsova, on behalf of KW West Monmouth, acted in the capacity of disclosed dual agents in connection with the transaction; and

17. On or about August 29, 2019, the Crusade Court sellers terminated the contract of sale described in the immediately preceding paragraph; and it is further

ORDERED AND AGREED that based on the above facts, Natale admits to the

following:

18. Natale's conduct is in violation of N.J.S.A. 45:15-17(e), incompetency, in that by failing to update the MLS listing for Crusade Court, after the Crusade Court Contract was cancelled on June 13, 2019, until October 20, 2019, as more fully described above, Natale engaged in conduct demonstrating incompetency; and

19. Natale's conduct is in violation of N.J.A.C. 11:5-6.4(a), in that by contacting the Buyers to provide them with "leverage" in negotiations with the sellers of Homestead Circle, who were Natale's clients, as more fully described above, Natale violated his fiduciary duty to protect and promote, as he would his own, the interests of his client.

Based on the above, it is hereby:

ORDERED AND AGREED that Natale shall pay a fine in the amount of ten thousand dollars (\$10,000). The fine shall be paid in full within thirty (30) days of the full execution of this Consent Order. The fine shall be payable by certified check, cashier's check or money order made payable to the "State of New Jersey" and sent to the Division of Anti-Fraud Compliance/Collection Section, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey, 08625. All unpaid fines will be referred for collection and may result in a lien/judgment being placed on property, interception of state income tax refunds through the Set Off of Individual Liability (SOIL) program in the Division of Taxation and/or levy on bank accounts; and it is further

ORDERED AND AGREED that Natale shall complete three (3) hours of continuing education in the subject area of "Agency" which shall not count towards the ordinary continuing education required for license renewal. Proof of completion of the same shall be submitted to Commission staff within ninety (90) days of the full execution of this Consent Order.

Completion of the education prescribed herein shall not count towards the ordinary continuing education requirement for license renewal; and it is further

ORDERED AND AGREED that Natale's real estate salesperson license shall be held on probation for a period of one year from the date of the full execution of this Consent Order. During the probationary period, the following conditions shall apply:

- a. It shall be Natale's obligation to inform any employing broker or broker of record that he is licensed through that his license is on probation; and
- b. Any employing broker or broker of record that Natale is licensed through must notify the Commission within 72 hours if he or she becomes aware of any information indicating that Natale may have violated the New Jersey Real Estate License Act, N.J.S.A. 45:15-1 to -42, or corresponding regulations, N.J.A.C. 11:5-1.1 to -12.18; and
- c. Natale shall notify the Commission within 72 hours if he is charged with, or convicted of, any criminal or disorderly persons offense; and it is further

ORDERED AND AGREED that this Consent Order encompasses only the information in Commission investigation file # 10009755. The Commission reserves the right to take further administrative action if it obtains any other information that Natale may have violated the New Jersey Real Estate License Act, N.J.S.A. 45:15-1 to -42, or corresponding regulations, N.J.A.C. 11:5-1.1 to -12.18; and it is further

ORDERED AND AGREED that the provisions of this Consent Order represent a final agency decision and constitute a final resolution of all alleged violations contained herein, as they may pertain to Natale; and it is further

ORDERED AND AGREED that by signing below, Natale confirms that:

- a. He is not under any disability, mental or physical, nor under the influence of any medication, intoxicant or other substance that would impair his ability to knowingly and voluntarily execute this Consent Order; and
- b. He has received the advice of legal counsel on this matter and on the terms of this Consent Order, that he is entering into this agreement knowingly and voluntarily, that he has not been subject to any coercion or threats regarding the execution of this Consent Order and that other than the other terms set forth above, no promises, representations or inducements have been made to him to secure his acceptance of the provisions of this Consent Order.

Dated: June 15, 2022

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Eugenia K. Bonilla
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Eugenia K. Bonilla
President
New Jersey Real Estate Commission

07/12/22 | 6:30 AM

Dated: June 8, 2022

John Natale
John Natale
Respondent

Dated: June 9, 2022

Conor J. Hennessey
Conor J. Hennessey, Esq.
Counsel for Respondent