

**BITRATION CASE**  
**Filed and Attested by the**  
**nonwealth of Pennsylvania**  
**Records**  
**actical 13 and 2022m 03:46 pm**  
**AN ASSE: C. PERRY**  
**D.**

This case has been brought by the Commonwealth of Pennsylvania under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq. AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED.

Debra Djupman Warring  
Senior Deputy Attorney General  
Attorney I.D. # 206437  
Pennsylvania Office of Attorney General  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
(215) 560-2414  
dwarring@attorneygeneral.gov  
*Attorney for Plaintiff*

**IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA  
FIRST JUDICIAL DISTRICT**

**COMMONWEALTH OF PENNSYLVANIA**  
**BY Attorney General JOSH SHAPIRO,**

**Plaintiff,**

**V.**

**MV REALTY PBC, LLC d/b/a  
MV REALTY OF PENNSYLVANIA, LLC,  
c/o CT Corporation  
600 N. 2<sup>nd</sup> Street, Suite 401,  
Harrisburg, PA 17101,**

**and**

**AMANDA J. ZACHMAN,**  
**Individually and as managing member of**  
**MV Realty PBC, LLC,**  
219 North Dixie Boulevard  
Delray Beach, FL 33444,

**Defendants.**

[illegible]

## **NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action **within twenty (20) days** after this Complaint and notice are served, by entering an appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

Lawyer Referral and Information Service  
Philadelphia County Bar Association  
1101 Market Street, 11<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19107  
(215) 238-6300  
[www.philadelphiabar.org](http://www.philadelphiabar.org)  
PA Bar Association: [www.pabar.org](http://www.pabar.org)

## **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defenses o sus objections a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED LE DEBE TOMAR ESTA NOTA A SU ABOGADO  
INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO NI NO PUEDE  
PROPORCIONAR UNO, IR A NI TELEFONEAR EL CONJUNTO DE LA OFICINA  
(OFICINAS) ADELANTE ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR  
CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.**

**SI USTED NO PUEDE PROPORCIONA PARA EMPLEAR UN ABOGADO,  
ESTE MAYO DE LA OFICINA ES CAPAZ DE PROPORCIONARLO CON  
INFORMACION ACERCA DE AGENCIAS ESA OFERTA DE MAYO LOS SERVICIOS  
LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO.**

SERVICIO DE REFERIDO DE ABOGADOS  
Philadelphia County Bar Asociación  
1101 Market Street, 11<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19107  
(215) 238-6300  
[www.philadelphiabar.org](http://www.philadelphiabar.org)  
PA Bar Association: [www.pabar.org](http://www.pabar.org)

## COMPLAINT

**AND NOW** comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, (“Commonwealth” or “Plaintiff”) and brings this action pursuant to provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”) to obtain injunctive relief, civil penalties, restitution and other equitable relief against Defendants. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary or permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by the Consumer Protection Law.

The Commonwealth believes that Defendants are using, have used and/or are about to use methods, acts or practices complained of herein which are in violation of the Consumer Protection Law. The Commonwealth believes that its citizens, and citizens throughout the United States, are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined.

The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, and to recover its costs for enforcement of the Consumer Protection Law. In support thereof, the Commonwealth respectfully represents the following:

### **JURISDICTION**

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code. 42 Pa. C.S.A. § 931(a).

### **VENUE**

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(1), (c)(1) and Pa. R. Civ. P. 2156(a).

3. Upon information and belief, Defendants have done business with approximately 1,000 homeowners in the Commonwealth of Pennsylvania, including at least 500 homeowners in the City of Philadelphia.

### **THE PARTIES**

4. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (“Commonwealth”), which has offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania, 19103.

5. Defendant MV Realty PBC, LLC is a Pennsylvania limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations, with a registered local agent of CT Corporation, 600 N. 2<sup>nd</sup> Street, Suite 401, Harrisburg, PA 17101, and offices located at 219 North Dixie Boulevard, Delray Beach, Florida 33444.

6. MV Realty PBC, LLC is licensed real estate brokerage in Pennsylvania under license number RBR004054.

7. MV Realty PBC, LLC was originally registered as a Pennsylvania LLC on June 23, 2020 under the name of MV Realty of Pennsylvania, LLC. On August 18, 2020, the LLC registered with the Department of State a change of name from MV Realty of Pennsylvania, LLC to MV Realty PBC, LLC.

8. MV Realty PBC, LLC later registered the fictitious name “MV Realty of Pennsylvania, LLC” with the Pennsylvania Department of State on September 2, 2021.

9. MV Realty PBC, LLC also registered the fictitious name “MV Realty of Pennsylvania” with the Pennsylvania Department of State on December 9, 2021.

10. In the period of time between August 18, 2020 and September 2, 2021, “MV Realty of Pennsylvania, LLC” was neither a registered LLC nor a registered fictitious name with the Pennsylvania Department of State.

11. Defendant Amanda J. Zachman (“Zachman”) is an adult individual resident of Florida.

12. Upon information and belief, Zachman is an owner and/or managing member of MV Realty PBC, LLC (“MV Realty” or “MV”).

13. Zachman is a registered real estate broker in the Commonwealth of Pennsylvania under license number RMR004055.

14. Upon information and belief, at all times relevant hereto, MV Realty had few employees. As a result, the managing member(s) were intimately involved in and directed the company’s day to day activities.

15. Zachman directed, supervised, controlled, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the unlawful acts and practices of MV Realty PBC, LLC hereinafter described.

16. On its website, MV Realty identifies Zachman as its Founder/CSO. The company promotes that Zachman is part of the team that developed MV Realty’s so-called Homeowner Benefit Program, the scam that is the subject of this lawsuit. According to company statements, under Zachman’s leadership, the Homeowner Benefit Program scam has grown substantially

from 7,778 homeowners nationwide under contract in 2021 to 32,000 participating homeowner victims as of August 2022. *See* website screenshots attached as Exhibit “A.”

17. Zachman’s photo and signature appear on correspondence and promotional materials about the Homeowner Benefit Program sent to Pennsylvania consumers by MV Realty. *See* letter attached hereto as Exhibit “B.”

18. Zachman has signed the majority of mortgages associated with the Homeowner Benefit Program recorded by MV Realty in the Commonwealth of Pennsylvania.

19. MV Realty PBC, LLC and Zachman shall collectively be referred to as “the “MV Realty Defendants.”

20. Unless otherwise specified, whenever reference is made in this complaint to any act of MV Realty, such allegations shall be deemed to mean the act of MV Realty PBC, LLC and Zachman individually, jointly, or severally.

### **BACKGROUND**

21. MV Realty is a Florida-based realtor operating in over thirty states that began doing business in Pennsylvania in 2020. To enlist homeowners to use its services for any future home sales, MV Realty offers consumers an upfront cash incentive it calls the Homeowner Benefit Program.

22. Under MV Realty’s Homeowner Benefit Agreement, a homeowner is purportedly bound by a contract with MV Realty to retain the company as listing agent should the homeowner choose to sell their home in the future.

23. In exchange for the homeowner agreeing to use MV Realty’s services, the company offers a one-time upfront cash “incentive payment” to the homeowner. MV Realty advertises that

the incentive payment ranges from \$300 to \$5,000. *See* Exh. A. Most Pennsylvania homeowners have received payments between \$400 and \$700.

24. MV Realty's agents generally contact homeowners by phone to sell the benefits of the Homeowner Benefit Program. Their sales pitch emphasizes that homeowners pay nothing to MV Realty unless they choose to sell their homes.

25. This sales pitch leads homeowners who do not have a present intention to sell their homes to believe there is no risk in taking up the offer.

26. In fact, MV Realty's Homeowner Benefit Agreement contains many terms that impose significant costs on the homeowners. The agreement contains multiple novel material terms that are dramatically different from those traditionally found in contracts between homeowners and real estate brokers.

27. The Homeowner Benefit Agreement contains an early termination penalty under which the homeowner is obligated to pay MV Realty 3% of the value of their home regardless of whether MV ever provides any real estate services to the homeowner. The homeowner's obligations under the contract extend for an excessively long period of 40 years. Even if the homeowner passes away during the 40 year term, their heirs will either have to assume the obligations under the contract or pay MV Realty's termination fee.

28. Most importantly the Homeowner Benefit Agreement gives MV Realty a security interest in the homeowner's property through the recording of a mortgage on their home's title to enforce the contract's terms. This mortgage creates an obstacle to homeowners who are seeking to use their home equity for a loan or to refinance their purchase money mortgage. The terms of the Homeowner Benefit Agreement and associated mortgage also place homeowners at risk of

losing a portion of the equity of their home to MV Realty even if they never use the company's real estate services.

29. The Homeowner Benefit Agreement terms are far outside the standard practice for the real estate industry, and no reasonable consumer would expect to see these provisions in a contract with their real estate broker. Real estate brokers in Pennsylvania do not typically take a mortgage lien on their clients' property before ever providing any services to them, but that is exactly what MV Realty does under this contract. Yet instead of disclosing these important terms to consumers upfront, MV Realty buries them in the fine print of their form contract.

30. At no time before the execution of the Homeowner Benefit Agreement does MV Realty advise Pennsylvania homeowners of key facts of the contract—most notably that a mortgage would be recorded on the title to their homes. To compound MV Realty's failure to disclose the material terms of the deal, the company's document execution procedures fail to give homeowners a meaningful opportunity to review the written terms prior to signing.

31. To execute the Homeowner Benefit Agreement, MV sends a notary to meet the homeowner, often at his or her home, but in some instances in public locations like parking lots. MV Realty does not provide copies of the Homeowner Benefit Agreement to the homeowner prior to the appointment with the notary and does not make the agreement available to view on its website. Instead, the first time a homeowner sees the terms in writing is when the notary presents them with the paperwork to sign.

32. The document signing occurs quickly – often in a matter of minutes. The packet of documents the notary instructs the homeowner to sign does not prominently highlight the mortgage; rather, the mortgage document is buried as an exhibit at the end of the stack of papers.

33. MV Realty's procedures create consumer confusion because the terms hidden in the small type of the Homeowner Benefit Agreement are materially different from the simple deal MV Realty sells to consumers on over the phone. Because MV Realty does not disclose critical contract terms in its sales communications with homeowners, does not provide consumers with advance copies of the Homeowner Benefit Agreement, and engages in swift document execution, consumers end up trapped by fine print that they had no real opportunity to read and understand.

34. MV Realty's conduct results in extensive consumer confusion as to the terms of the Homeowner Benefit Agreement. Pennsylvania homeowners have reported to the Commonwealth that they were shocked when they first learned that MV had recorded a mortgage on their property. These homeowners are emphatic that that they never would have signed an agreement with MV Realty had they known it involved MV placing a mortgage lien on their home.

35. MV Realty's deceptive practices do not end after the Homeowner Benefit Agreement is signed. When certain consumers contacted the company after learning that a mortgage had been recorded on their property, MV representatives falsely told them that no mortgage was in existence. MV Realty also sends demand letters to consumers they believed may have retained the services of another real estate broker. In those letters, MV misrepresents the penalties a consumer could be liable to pay for breaching the terms of the Homeowner Benefit Agreement.

36. In a further attack on homeowners' interests, MV also initiated lawsuits against multiple Philadelphia homeowners who allegedly breached the terms of the Homeowner Benefit Agreement. MV Realty proceeded to index those suits as a *lis pendens* against the homeowners' properties, creating a cloud on title that would make it virtually impossible for these homeowners to complete a sale. MV Realty's use of the *lis pendens* without asserting a corresponding claim

on title to the property constitutes an improper interference with the homeowner's ability to sell their property.

37. The Commonwealth has received numerous consumer complaints against MV Realty. The complaining consumers alleged that MV Realty misled consumers about the characteristics of the services they agreed to purchase. MV Realty did not disclose that the Homeowner Benefit Agreement would result in a mortgage being recorded on the title to the consumers' home.

38. The Commonwealth asserts that the MV Realty Defendants have engaged in unfair and deceptive acts and practices in violation of the Consumer Protection Law, as more fully set forth herein.

### **FACTUAL SUMMARY**

39. At all times relevant and material hereto, the MV Realty Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by offering real estate services for sale to homeowners in the City of Philadelphia and other counties in the Commonwealth.

#### **A. MV REALTY'S MARKETING OF THE HOMEOWNER BENEFIT PROGRAM**

40. MV Realty markets the Homeowner Benefit Program to homeowners primarily through direct telephone calls made by MV Realty agents and via its website at [www.homeownerbenefit.com](http://www.homeownerbenefit.com).

41. MV Realty agents contact homeowners via phone to provide information concerning the Homeowner Benefit Program. During these calls, agents advise homeowners that they can receive cash incentive payments in exchange for agreeing to use MV Realty as their real estate agents should they choose to sell their home in the future.

42. MV agents tell consumers over the phone that the cash incentive payment is MV's way of getting more homeowners to sign up for their services. They pitch the payment as a "signing bonus" and explain to homeowners that MV gives payments directly to homeowners rather than paying money for expensive advertising.

43. For many homeowners, MV's incentive payment is appealing, since it is not something typically offered by other real estate agents. Homeowners find the incentive payment funds useful for making home repairs or paying other bills.

44. During the sales telephone calls, MV agents tell consumers falsely that there is little risk involved in the Homeowner Benefit Agreement. They emphasize that homeowners are obligated only to use MV's services in the event that they choose to sell their homes in the future. They reiterate that the homeowner owes MV nothing if they do not choose to sell their home during the contract period.

45. During the phone solicitations, MV Realty agents make no mention of MV's requirement that the company take a security interest in the form of a mortgage on the homeowner's real estate in order to ensure compliance with the Homeowner Benefit Agreement. Indeed, MV's agents never utter the word "mortgage" or "lien" in their sales pitches to Pennsylvania homeowners.

46. If a consumer expresses interest in the Homeowner Benefit Program during a phone call with an MV agent, MV will arrange for a notary to meet with the homeowner to execute the required documents.

47. Though it primarily relies upon telephone solicitations to homeowners, MV Realty has also used direct mailings to consumers and door-to-door sales. One Philadelphia consumer reports receiving a mail advertisement from MV Realty containing a check already made out to

him. The consumer was instructed by the advertisement to call MV Realty to get details on how to activate the check.

48. MV also advertises the Homeowner Benefit Program through the website [www.homeownerbenefit.com](http://www.homeownerbenefit.com). The website states “MV Realty’s Homeowner Benefit Program® offers between \$300-\$5000 cash without taking out a loan.” *See* Exh. A.

49. On the website, MV advertises the following benefits of the program:

- Homeowners Pre-Qualify
- No Obligation to Sell Your Home
- Personal Loan Alternative
- No Need to Borrow or make payments
- Absolutely NO Credit Check

*See* Exh. A.

50. In the FAQ section of its website, MV Realty falsely states the following:

**“Do you file a lien on my house?”**

**No, we file a memorandum.** The purpose of the memorandum is to serve public notice of the homeowner’s obligations under the HBP® agreement.”

*See* Exh. A (emphasis added).

51. MV Realty misleads consumers considering the Homeowner Benefit Program into believing there is little risk to joining the Homeowner Benefit Program. MV Realty agents tell consumers over the phone that they can simply obtain an immediate cash payment in exchange for an agreement to use MV Realty in the future. Homeowners are told there is no obligation to pay MV Realty unless they decide to sell their home. MV’s agents never tell the homeowner about MV’s requirement to record a mortgage on the property. Instead, MV Realty’s website tells consumers the opposite, stating that no lien will be placed on their property.

52. Pennsylvania homeowners who signed MV Realty's Homeowner Benefit Agreement report that they were comfortable with the terms of the deal as MV Realty's sales representatives misleadingly described them. However, due to MV Realty's misrepresentations and omissions of material facts, these homeowners were unaware that the written terms of the Homeowner Benefit Agreement were materially different from those described to them over the phone and on MV Realty's website.

#### **B. TERMS OF THE HOMEOWNER BENEFIT AGREEMENT**

53. The Homeowner Benefit Agreement MV Realty requires consumers to sign contains multiple materials terms that are never discussed with homeowners during sales calls nor provided in writing to consumers prior to contract execution. Rather, MV Realty hides these key provisions in the fine print of the agreement.

54. MV Realty has used two different versions of the Homeowner Benefit Agreement with Pennsylvania homeowners. Upon information and belief, MV Realty updated certain terms in the agreement in or around late 2021. A sample of the earlier version of the Homeowner Benefit Agreement is attached as Exhibit "C." A sample of the later version is attached as Exhibit "D."

55. The Homeowner Benefit Agreement with exhibits and associated forms is approximately twelve pages in length and printed in a single-spaced, small font.

56. The material terms of the Homeowner Benefit Agreement remain consistent in the older and updated versions of the document including the following:

- a. A contract term length of the effective date through the earlier of 1) the date MV Realty sells the homeowner's real estate, or 2) forty (40) years. *See* Exh. C, ¶ 2; Exh. D ¶ 2.

- b. The homeowner promising MV Realty an exclusive right to list the homeowner's real estate for sale during the contract term. *See* Exh. C, ¶ 1.a; Exh. D, ¶ 1.a.
- c. An agreement to enter into a separate listing agreement at a later date when the homeowner decides to sell their real estate. *See* Exh. C, ¶ 1.b; Exh. D, ¶ 1.b.
- d. An early termination fee triggered by 1) the homeowner listing the property with an agent other than MV Realty, or 2) any sale or transfer of the property that does not result in MV Realty being paid a commission. The early termination fee is equal to 3% of the higher of 1) the current estimated value of the home, or 2) the fair market value of the home at the time of termination, as determined by MV Realty. *See* Exh. C, ¶ 3; Exh. D, ¶ 3.
- e. A requirement that, to avoid payment of an early termination fee in any transfer to the homeowner's heirs, the heirs must execute an assumption of the Homeowner Benefit Agreement. *See* Exh. C, ¶ 3.c; Exh. D, ¶ 3.c.

57. Both versions of the Homeowner Benefit Agreement acknowledge the existence of a mortgage or other lien rights in the property as part of the terms of the agreement. *See* Exh. C, ¶ 5(a), Exh. D, ¶ 5(a). However, no reference to the mortgage or other security interest in the property appears in the Homeowner Benefit Agreement until the third page of the document.

58. The earlier version of the Homeowner Benefit Agreement states:

Property Owner's obligations hereunder shall constitute covenants running with the land and shall bind future successors in interest to title to the Property. Should Property Owner default under this Agreement, any amounts owed by Property Owner to Company as a result of such default shall be secured by a security interest and lien in and against the Property as security for the amounts owed by Property Owner to Company.

Exh. C, ¶ 5.a.

59. The more recent version of the Homeowner Benefit Agreement changed the language as follows:

Property Owner understands and acknowledges that its obligation under this Agreement, including the obligation to pay the Early Termination Fee if it arises, are secured by the Mortgage attached hereto as Exhibit B (the “Mortgage”) even though this Agreement is not and does not represent a loan. Should Property Owner default under this Agreement not pay the amounts due to the Company, then the Company will have the rights of a holder of a mortgage in the Commonwealth of Pennsylvania.

Exh. D, ¶ 5.a.

60. MV Realty’s mortgage is attached as Exhibit B to the Homeowner Benefit Agreement. *See* Exh. C; Exh. D.

61. The mortgage contains a cover page identifying the homeowner as the mortgagor and MV Realty of Pennsylvania, LLC as the mortgagee. *See* Exh. C; Exh. D. But this document is buried under six pages of other paperwork.

62. The earlier version of the Homeowner Benefit Agreement contains no reference to a homeowner’s right to rescind the contract. *See* Exh. C. The more recent version of the agreement includes a provision at paragraph 11 advising that the property owner may rescind within three days of the date of execution. *See* Exh. D, ¶ 11.

63. Neither the earlier nor the later versions of the Homeowner Benefit Agreement contain any separate “notice of cancellation” rights in the packet of materials that MV Realty instructed homeowners to sign.

64. MV Realty records the mortgage in the county where the real estate is located. Instructions on the cover sheet of the mortgage state that the recorded document should be returned to MV Realty PBC, LLC. *See* Exh. C; Exh. D.

### **C. MV REALTY'S PROCEDURES FOR EXECUTING THE HOMEOWNER BENEFIT AGREEMENT**

65. Not only do MV Realty's representations about the Homeowner Benefit Agreement fail to comport with the terms of the written agreement, but also the company's procedures for contract execution afforded homeowners no adequate opportunity to review and understand the rather complicated and unusual details of the transaction.

66. Pennsylvania consumers who sign the Homeowner Benefit Agreement by their very nature own real estate and generally have some familiarity with the real estate process. Some of these consumers had used real estate agents to purchase their home or sell a previous home.

67. Most of these consumers also have purchase money mortgages on their homes and have a basic understanding of the implications of having a mortgage recorded on their property.

68. Several material terms of the Homeowner Benefit Agreement are a gross deviation from real estate industry standard practices for an agreement to retain the services of a real estate agent.

69. Terms such as a 40 year contract length, a mortgage recorded on real estate, and contractual obligations surviving the death of the homeowner are not part of the standard terms that consumers expect to see when entering into a contract for real estate broker services.

70. Real estate brokers in Pennsylvania do not typically take a mortgage lien on their clients' property before ever providing any services to them.

71. A reasonable consumer would not expect or anticipate that a contract to use the services of a real estate broker would result in a mortgage being placed on their home.

72. MV Realty's sales agents do not disclose the existence of the mortgage and other material terms to homeowners when speaking with them on the phone. The only way consumers would be able to identify these material terms of the agreement would be to meticulously review all of the fine print in MV Realty's Homeowner Benefit Agreement. However, MV Realty's procedures for executing the contract effectively prevent homeowners from doing that.

73. MV Realty not only fails to disclose the material terms of the agreement on their sales calls, but also it conceals the existence of these terms from homeowners by failing to provide them with sample copies of the documents to review before contract execution.

74. MV Realty makes it a practice not to send copies of the Homeowner Benefit Agreement to consumers for review prior to document execution.

75. No sample of the Homeowner Benefit Agreement is available for review on MV Realty's website.

76. Instead, the first time consumers have any opportunity to review the Homeowner Benefit Agreement is during their appointment with the notary assigned by MV Realty.

77. Consumers meet with notaries from MV Realty either in the consumer's home or in a public place.

78. Some of the public places MV Realty's notaries have previously met with Pennsylvania consumers include the parking lot of a Dunkin Donuts, a booth at Eat 'N Park restaurant, and a parking spot on the street in Center City Philadelphia.

79. Multiple consumers signed the pages of MV's Homeowner Benefit Agreement while leaning against the hood of the MV Realty notary's car.

80. Consumers report that the appointments with MV Realty's notaries often feel rushed. Many of these appointments last less than ten minutes. Some notaries told consumers that they had to wrap up quickly in order to attend other appointments for MV Realty.

81. The notaries hired by MV Realty generally do not explain the terms of the Homeowner Benefit Agreement to consumers. Instead, they simply show consumers where to sign on each page of the document.

82. Some notaries hired by MV Realty place individual pages of the contract in front of consumers one by one, so that the consumer never has the opportunity to review the full packet of documents before signing.

83. When consumers attempt to review the documents during their appointment with the notary, they are often hurried along or given misleading information.

84. One Philadelphia consumer reported to the Commonwealth that she noticed the reference to a mortgage in the Homeowner Benefit Agreement during her notary appointment. Before signing, she asked an MV Realty real estate agent via phone if there was a mortgage going on her property, and the agent said no and that it is "just worded like that for legal purposes." The consumer relied upon this explanation and signed the contract.

85. MV Realty provides a detailed "signing checklist" to Pennsylvania notaries identifying each page the consumer must sign in the document packet along with other instructions. A sample signing checklist is attached as Exhibit "E."

86. The signing checklist MV Realty provides to notaries includes no reference to any notice of cancellation rights the consumer should sign or any notice of cancellation that the notary should leave with the consumer.

87. MV Realty's contract execution procedures leave consumers with no meaningful opportunity to review and comprehend the material terms of the Homeowner Benefit Agreement.

88. Consistently, Pennsylvania homeowners who signed the Homeowner Benefit Agreement report having absolutely no idea that MV Realty would record a mortgage on their property. These consumers universally state that they never would have signed the Homeowner Benefit Agreement if MV Realty had told them about the mortgage requirement.

#### **D. MV REALTY'S CONTINUED MISREPRESENTATIONS TO HOMEOWNERS AFTER CONTRACT EXECUTION**

89. Many Philadelphia homeowners who signed the Homeowner Benefit Agreement had no idea that MV Realty had recorded a mortgage on their real estate until they received written notice of the recorded document from the Philadelphia Department of Records.

90. Multiple consumers contacted MV Realty directly after learning that the company had recorded mortgages on their real estate. In communications with these consumers, MV Realty's representatives told consumers that the documents MV Realty had recorded were not actually mortgages; rather, they were just public notices that MV Realty would serve as the homeowner's listing agent.

91. MV Realty's representations to homeowners about the existence of a mortgage are directly contradicted by the documents the company publicly recorded which generally contain the format and language of a standard Pennsylvania mortgage.

92. Multiple consumers also contacted MV Realty directly seeking to cancel the contract after learning that a mortgage had been recorded on their real estate. MV Realty refused to cancel the contract and instead demanded payment of the 3% early termination fee.

93. The mortgages recorded by MV Realty create a substantial burden on homeowners seeking to use the equity in their homes to meet their financial needs. The

existence of the mortgage lien can interfere with a homeowner's ability to obtain financial products that require clear title.

94. The terms of the Homeowner Benefit Agreement and associated mortgage also place homeowners at risk of losing a portion of the equity of their home to MV Realty even if they never use the company's real estate services.

95. A Philadelphia homeowner reported to the Commonwealth that she attempted to obtain a home equity loan from a bank a few months after executing the Homeowner Benefit Agreement with MV Realty. When she applied for the home equity loan, she was denied. The lender to which she had applied told her that it could not make the loan because of the MV mortgage lien on her property.

96. MV Realty not only made misrepresentations to consumers about the existence of a mortgage on their homes, but it also misrepresented the terms of its own contract.

97. Where MV Realty suspects a Pennsylvania homeowner has retained another company to serve as his or her real estate agent, the company sends a form letter to the homeowner demanding compliance with the terms of the Homeowner Benefit Agreement. A sample of the letter (the "Demand Letter") is attached as Exhibit "F."

98. In this letter, MV Realty purports to advise homeowners of the consequences of breaching the Homeowner Benefit Agreement. However, the company misrepresents the remedies present in the contract.

99. The Demand Letter states that in the event of breach, "you are liable to pay MV Realty 3% of the sales price or fair market value of the Property, payable on or before the closing date. You are also liable for the return of the consideration you received from MV Realty, plus

interest and costs, including but not limited to, reasonable attorney's fees, incurred in pursuit of collection." See Exhibit F.

100. The Demand Letter misrepresents the remedies available to MV Realty. There is no provision in either the Homeowner Benefit Agreement or the Mortgage under which homeowners must return the incentive payment they received from MV Realty.

101. Further, there is no provision in either the Homeowner Benefit Agreement or the Mortgage under which the homeowner is liable to pay MV Realty interest.

#### **E. MV REALTY'S ENFORCEMENT OF THE HOMEOWNER BENEFIT AGREEMENT**

102. Where it suspects that homeowners have violated the terms of the Homeowner Benefit Agreement, MV Realty takes legal action to enforce its alleged rights. In at least six instances in the Court of Common Pleas of Philadelphia County, MV Realty has filed a civil action against a homeowner for an alleged violation of the Homeowner Benefit Agreement.

103. In each suit filed in Philadelphia, MV Realty has commenced the action via Writ of Summons without filing a complaint. In each instance, MV Realty has designated the action under the category of "Real Estate-Other" on the court's civil cover sheet.

104. In each suit filed in Philadelphia, MV Realty has recorded a Praecipe to Index as *Lis Pendens*. A sample of this praecipe filed by MV Realty is attached as Exhibit "G."

105. In the Praecipe to Index *Lis Pendens*, MV Realty states that the Homeowner Benefit Agreement gives MV Realty the exclusive right to serve as listing agent, but the homeowner has retained a different real estate agent in violation of the contract.

106. Under Pennsylvania law and practice, a *lis pendens* serves as public notice of litigation involving a claim to title of real estate.

107. The *lis pendens* generally functions to warn potential buyers from purchasing a property that is the subject of an ongoing title dispute.

108. A *lis pendens* is not appropriately recorded where no claim to title of real estate has been asserted in litigation.

109. In practice, the filing of a *lis pendens* makes it very difficult for a seller of real estate to complete a sale, as most buyers will refuse to purchase property with disputed title.

110. One Philadelphia homeowner who was sued by MV Realty had obtained an offer on his home through another realtor prior to the initiation of the lawsuit. Once MV filed suit and a *lis pendens*, the homeowner could not complete the sale of his real estate. The homeowner has tried to sell his home again, but received no offers matching the price of the sale that MV's lawsuit stopped.

111. As a licensed real estate brokerage, MV Realty knew or should have known that the recording of a *lis pendens* would create a cloud on title that would make it virtually impossible for a homeowner to sell his or her home.

112. MV Realty's Notice to Index *Lis Pendens* states no claim to title of the real estate at issue. Rather, it details an alleged breach of the Homeowner Benefit Agreement that could trigger a homeowner's obligation to pay an early termination fee under the contract. *See* Exh. G.

113. If MV Realty had sought to enforce its purported security interests under the mortgages it recorded, it would have filed an action in mortgage foreclosure.

114. Under Pennsylvania Rules of Civil Procedure, a mortgage foreclosure action must be initiated by filing a complaint. *See* Pa. R. Civ. P. 1143.

115. The mortgage foreclosure process contains important safeguards under federal and state law.

116. By avoiding the foreclosure process and instead filing a *lis pendens*, MV Realty deprives homeowners of these legal protections.

117. MV Realty did not file a complaint and did not categorize their action as a mortgage foreclosure on the civil cover sheet. MV Realty did not properly initiate a mortgage foreclosure action.

118. MV Realty unfairly and inappropriately used the *lis pendens* to create a cloud on homeowners' title without properly asserting a claim to title of the property.

119. MV Realty's actions are purposefully designed to constrain homeowners' ability to sell their homes without using MV Realty as an agent.

#### **COUNT I- VIOLATIONS OF THE CONSUMER PROTECTION LAW**

##### **MV REALTY MISLED CONSUMERS AS TO THE MATERIAL TERMS OF THE HOMEOWNER BENEFIT AGREEMENT**

120. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

121. The MV Realty Defendants are persons who engage in trade or commerce as defined by 73 P.S. § 201-2(2), (3).

122. As detailed in the preceding paragraphs of this Complaint, the MV Realty Defendants misled consumers regarding the material terms of the Homeowner Benefit Agreement.

123. The Homeowner Benefit Agreement contains material terms that are unheard of in the real estate industry and are far outside the norm of those traditionally contained in a contract between a homeowner and real estate broker.

124. A reasonable consumer would not expect that these terms would be included in a contract to provide real estate brokerage services.

125. At no time before the execution of the Homeowner Benefit Agreement does MV Realty advise Pennsylvania homeowners of key facts of the contract—most notably that a mortgage would be recorded on the title to their homes.

126. MV Realty fails to disclose to consumers that the contract has an abnormally long 40 year term during which the consumer is obligated to use MV as their realtor.

127. MV Realty further fails to disclose that events other than a voluntary sale—such as the property passing to heirs upon the death of the homeowner—could obligate the homeowner to pay MV Realty an early termination fee equivalent to three percent of the value of their home.

128. Rather, MV Realty's website represents just the opposite to consumers by stating that the Homeowner Benefit Agreement does not result in a lien being placed on the homeowner's property. *See* Exh. A.

129. To compound MV Realty's misrepresentations and material omissions concerning the terms of the deal, the company's document execution procedures fail to give homeowners a meaningful opportunity to review and understand the written terms prior to signing.

130. MV Realty does not provide copies of the Homeowner Benefit Agreement to the homeowner prior to the appointment with the notary and does not make the agreement available to view on its website.

131. The first time a homeowner sees the terms of the Homeowner Benefit Agreement in writing is when the notary presents them with the paperwork to sign.

132. MV Realty's procedures create consumer confusion because the terms hidden in the small type of the Homeowner Benefit Agreement are materially different than the simple deal MV Realty sold them on over the phone.

133. To execute the Homeowner Benefit Agreement, MV sends a notary to meet the homeowner at their residence or a public place. The document signing generally takes less than ten minutes.

134. Because MV Realty does not disclose critical contract terms in its sales communications with homeowners, does not provide consumers with advance copies of the Homeowner Benefit Agreement, and engages in swift document execution, the consumer has no real opportunity to read and understand the written terms of the contract.

135. MV Realty's conduct creates extensive consumer confusion as to the terms of the Homeowner Benefit Agreement. Pennsylvania homeowners often are unaware at the time of contract signing that MV will be recording a mortgage on their property. If they had known about the existence of the mortgage as a term of the Homeowner Benefit Agreement, most homeowners would not have signed the contract.

136. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connect that he does not have; and

(b) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(v) and (xxi).

137. The Commonwealth alleges that all of the practices described above were performed willfully by the MV Realty Defendants.

138. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the MV Realty Defendants as described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the MV Realty Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Declaring that any Homeowner Benefit Agreement the MV Realty Defendants entered into with a consumer residing in Pennsylvania is void *ab initio*;
- C. Directing the MV Realty Defendants to strike all mortgages filed of record in Pennsylvania counties;
- D. Directing the MV Realty Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;

- E. Permanently enjoining the MV Realty Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;
- F. Permanently enjoining the MV Realty Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly from entering into a Homeowner Benefit Agreement, or any similar agreement, involving a security interest in real estate located in Pennsylvania;
- G. Directing the MV Realty Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- H. Directing the MV Realty Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- I. Requiring the MV Realty Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- J. Granting such further relief as this Court may deem appropriate.

**COUNT II- VIOLATIONS OF THE CONSUMER PROTECTION LAW**

**MV REALTY FAILED TO PROVIDE HOMEOWNERS WITH REQUIRED  
NOTICE OF THEIR CANCELLATION RIGHTS**

139. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

140. The MV Realty Defendants are persons who engage in trade or commerce within as defined by 73 P.S. § 201-2(2), (3).

141. As part of their sales of the Homeowner Benefit Program, the MV Realty Defendants sell real estate services to consumers in their residences. Most MV Realty Homeowner Benefit Agreement transactions involve a notary appearing in person at the homeowner's residence.

142. MV Realty's sales to consumers in their residences includes door to door sales, telephone calls to a consumer's residence, as well as sending a notary to the homeowner's residence to execute the Homeowner Benefit Agreement.

143. Under Section 201-7 of the Consumer Protection Law, sales of services involving "a contact with or call on the buyer or resident at his residence either in person or by telephone" a consumer may void a contract by providing written notification to the seller within three days of the date of sale. *See* 73 P.S. § 201-7(a).

144. For sales subject to Section 201-7(a) of the Consumer Protection Law, the statute provides a detailed Notice of Cancellation form buyer shall be provided at the time of sale detailing the cancellation procedures should the buyer choose to exercise them. *See* 73 P.S. § 201-7(b)(2).

145. Under Section 201-7(b)(2), the consumer must be provided with a "Notice of Cancellation" form that is easily detached from the contract and contains specific language proscribed by the statute. *See* 73 P.S. § 201-7(b)(2).

146. MV Realty failed to provide any notice of rescission rights to most Pennsylvania consumers at the time of executing a Homeowner Benefit Agreement in their residences.

147. Indeed, the MV Realty Defendants' own checklist of instructions for Pennsylvania notaries make no mention of providing homeowners with notice of cancellation rights. *See* Exh. E.

148. In limited instances where MV Realty provided some notice of rescission rights to Pennsylvania consumers, such rights did not conform with the requirements of Section 201-7(a) of the Consumer Protection Law.

149. At some point in 2021, MV Realty amended their standard Homeowner Benefit Agreement to insert a statement of rescission rights. *See* Exh. D, ¶ 11.

150. The statement in paragraph 11 of the revised Homeowner Benefit Agreement does not conform to the notice requirements of Section 201-7 of the Consumer Protection Law because it does not contain a separate notice of cancellation form detachable from the contract and does not contain the notice language proscribed by the statute.

151. MV Realty's failure to provide required notice of rescission rights constitutes a violation of Section 201-7 of the Consumer Protection Law.

152. The aforementioned methods, acts and practices also constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

(a) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(xxi).

153. The Commonwealth alleges that all of the practices described above were performed willfully by the MV Realty Defendants.

154. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the MV Realty Defendants as described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the MV Realty Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Declaring that any Homeowner Benefit Agreement the MV Realty Defendants entered into with a consumer residing in Pennsylvania is void *ab initio*;
- C. Directing the MV Realty Defendants to strike all mortgages filed of record in Pennsylvania counties;
- D. Directing the MV Realty Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- E. Permanently enjoining the MV Realty Defendants, and their agents, employees and all other persons acting on their behalves, directly or indirectly from entering into a Homeowner Benefit Agreement or any similar agreement involving a security interest in real estate located in Pennsylvania;
- F. Directing the MV Realty Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three

Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

G. Directing the MV Realty Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;

H. Requiring the MV Realty Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

I. Granting such further relief as this Court may deem appropriate.

### **COUNT III- VIOLATIONS OF THE CONSUMER PROTECTION LAW**

#### **DEFENDANTS SIGNED CONTRACTS AND MORTGAGES UNDER AN UNREGISTERED BUSINESS NAME**

155. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

156. The MV Realty Defendants are persons who engage in trade or commerce as defined by 73 P.S. § 201-2(2), (3).

157. As detailed in the preceding paragraphs of this Complaint, between August 18, 2020 and September 2, 2021, "MV Realty of Pennsylvania, LLC" was neither a registered LLC nor a registered fictitious name with the Pennsylvania Department of State.

158. Despite not being a registered entity in Pennsylvania, the MV Defendants repeatedly held "MV Realty of Pennsylvania, LLC" out to consumers as a business entity by signing contracts and mortgages executed between August 18, 2020 and September 2, 2021 under the name "MV Realty of Pennsylvania, LLC."

159. The majority of contracts and mortgages executed under the unregistered name of "MV Realty of Pennsylvania, LLC" were personally signed by Defendant Zachman.

160. Between August 18, 2020 and September 2, 2021, the MV Realty Defendants executed and recorded in Pennsylvania counties multiple mortgages listing “MV Realty of Pennsylvania, LLC” as the mortgagee.

161. The MV Realty Defendants misled consumers as to the status of “MV Realty of Pennsylvania, LLC” as a business entity.

162. Under Pennsylvania’s Fictitious Names Act, 54 Pa. C.S. §§ 301-332 (hereinafter “Fictitious Names Act”), a person or business must register a fictitious name, defined as “[a]ny assumed or fictitious name, style or designation other than the proper name of the entity using such name” with the Pennsylvania Department of State before it conducts any business in the Commonwealth under or through that fictitious name.

163. The MV Realty Defendants failed to register the name “MV Realty of Pennsylvania, LLC” with the Pennsylvania Department of State between the dates of August 18, 2020 and September 2, 2021.

164. Contracts the MV Realty Defendants executed between August 18, 2020 and September 2, 2021 under the name “MV Realty of Pennsylvania, LLC” are *void ab initio* because they were signed by a non-existent entity.

165. Mortgages the MV Realty Defendants executed and recorded between August 18, 2020 and September 2, 2021 that list “MV Realty of Pennsylvania, LLC” as the mortgagee are *void ab initio* because they list a non-existent entity as mortgagee.

166. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(ii), causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (b) Section 201-2(4)(iii) causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another; and
- (c) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(ii), (v) and (xxi).

167. The Commonwealth alleges that all of the practices described above were performed willfully by the MV Realty Defendants.

168. The Commonwealth believes the public interest is served by seeking before this Honorable Court a preliminary and permanent injunction to restrain the operations, methods, acts, and practices of the MV Realty Defendants as described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the MV Realty Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Directing the MV Realty Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- C. Permanently enjoining the MV Realty Defendants, and their agents, employees and all other persons acting on their behalves, directly or indirectly

from entering into a Homeowner Benefit Agreement or any similar agreement involving a security interest in real estate located in Pennsylvania;

- D. Preliminarily and permanently enjoining the MV Realty Defendants, and their agents, employees and all other persons acting on their behalves, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;
- E. Declaring that any Homeowner Benefit Agreement the MV Realty Defendants entered into with a consumer residing in Pennsylvania between August 18, 2020 and September 2, 2021 is void *ab initio*;
- F. Declaring that any mortgage the MV Realty Defendants entered into with a consumer residing in Pennsylvania between August 18, 2020 and September 2, 2021 is void *ab initio* and shall be stricken from the title to the consumer's property;
- G. Directing the MV Realty Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- H. Directing the MV Realty Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- I. Requiring the MV Realty Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

J. Granting such further relief as this Court may deem appropriate.

**COUNT IV- VIOLATIONS OF THE CONSUMER PROTECTION LAW**

**MV REALTY ENGAGED IN UNFAIR AND DECEPTIVE  
CONTRACT ENFORCEMENT PRACTICES**

169. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

170. The MV Realty Defendants are persons who engage in trade or commerce as defined by 73 P.S. § 201-2(2), (3).

171. MV Realty misrepresented facts to consumers after the execution of the Homeowner Benefit Agreement, resulting in consumer confusion.

172. Multiple consumers contacted the MV Realty Defendants seeking answers after first learning that mortgages were placed on their property titles. The MV Realty Defendants told these consumers that there was no mortgage involved in their transaction.

173. The MV Realty Defendants' representations were a direct contradiction to the plain language of the documents they publicly recorded. These misrepresentations were purposefully designed to mislead consumers about the effect of the documents recorded on title and created consumer confusion as to the status of the title of their homes.

174. The MV Realty Defendants made further misrepresentations to consumers who received the Demand Letter after what MV Realty suspected was a breach of the Homeowner Benefit Agreement.

175. In the Demand Letter, the MV Realty Defendants represent to consumers that any breach of the Homeowner Benefit Agreement by the consumer will obligate him or her to pay MV Realty amounts including interest and to repay the incentive payment he or she received.

*See Exh. F.*

176. The MV Realty Defendants are not entitled to payment of interest or recovery of the incentive payment under the terms of either the Homeowner Benefit Agreement or the mortgage.

177. The Demand Letter seeks payment of sums MV Realty cannot collect and causes consumer confusion as to how much would be owed in the event of contract termination. Upon information and belief, MV Realty deliberately misrepresented the terms of the agreement in order to dissuade consumers from terminating the contract.

178. In no fewer than six instances, MV Realty filed civil actions in the Philadelphia Court of Common Pleas seeking to enforce rights under the Homeowner Benefit Agreement and associated documents. In each of those instances, MV Realty initiated the civil action by filing a Writ of Summons and indexing the writ as a *lis pendens* against the homeowner's property. See Exh. G.

179. Under Pennsylvania law and practice, a *lis pendens* serves as public notice of litigation involving a claim to title of real estate. The *lis pendens* generally functions to warn potential buyers from purchasing a property that is the subject of an ongoing title dispute.

180. In practice, the filing of a *lis pendens* makes it very difficult for a seller of real estate to complete a sale, as most buyers will refuse to purchase property with disputed title. As a licensed real estate brokerage, MV Realty knew or should have known that the recording of a *lis pendens* would create a cloud on title that would make it virtually impossible for a homeowner to sell his or her home.

181. A *lis pendens* is not appropriately recorded where no claim to title of real estate has been asserted in litigation.

182. MV Realty's Notice to Index *Lis Pendens* states no claim to title of the real estate at issue. Rather, it details an alleged breach of the Homeowner Benefit Agreement that could trigger a homeowner's obligation to pay an early termination fee under the contract. *See* Exh. G.

183. If MV Realty had sought to enforce the security interests under the mortgages it recorded, it would have filed an action in mortgage foreclosure. Under Pennsylvania Rules of Civil Procedure, a mortgage foreclosure action must be initiated by filing a complaint. MV Realty did not file a complaint; therefore, they did not initiate a mortgage foreclosure action.

184. MV Realty unfairly and inappropriately used the *lis pendens* to create a cloud on homeowners' title without properly asserting a claim to title of the property. MV Realty's actions are purposefully designed to constrain homeowner's ability to sell their homes without using MV Realty as an agent.

185. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(xxi).

186. The Commonwealth alleges that all of the practices described above were performed willfully by the MV Realty Defendants.

187. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices

of the MV Realty Defendants as described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

**WHEREFORE**, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the MV Realty Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Directing the MV Realty Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- C. Declaring that any Homeowner Benefit Agreement the MV Realty Defendants entered into with a consumer residing in Pennsylvania is void *ab initio*;
- D. Directing the MV Realty Defendants to strike all mortgages filed of record in Pennsylvania counties;
- E. Permanently enjoining the MV Realty Defendants, and their agents, employees and all other persons acting on their behalves, directly or indirectly from entering into a Homeowner Benefit Agreement or any similar agreement involving a security interest in real estate located in Pennsylvania;
- F. Permanently enjoining the MV Realty Defendants, and their agents, employees and all other persons acting on their behalves, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;

- G. Directing the MV Realty Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- H. Directing the MV Realty Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- I. Requiring the MV Realty Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- J. Granting such further relief as this Court may deem appropriate.


Respectfully submitted:

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

Date: December 13, 2022

By:

  
Debra Djupman Warring  
Senior Deputy Attorney General  
Attorney I.D. #206437  
Pennsylvania Office of Attorney General  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
(215) 560-2414  
dwarring@attorneygeneral.gov  
*Attorney for Plaintiff*

**IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA  
FIRST JUDICIAL DISTRICT**

---

<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>BY Attorney General JOSH SHAPIRO,</b>	:	
	:	
<b>Plaintiff,</b>	:	<b>December Term 2022</b>
	:	
<b>v.</b>	:	<b>No. _____</b>
	:	
<b>MV REALTY PBC, LLC, d/b/a</b>	:	<b>CIVIL ACTION-EQUITY</b>
<b>MV REALTY OF PENNSYLVANIA, LLC, and</b>	:	
<b>AMANDA J. ZACHMAN,</b>	:	
	:	
<b>Defendants.</b>	:	
	:	

---

**VERIFICATION**

I, Jordon Foley, hereby state, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection and am authorized to make this verification on behalf of the Commonwealth in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, or information and belief. I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

DATE: 12/13/2022

/s/ Jordon Foley

# EXHIBIT A

# Homeowners Receive Cash Quickly with this Loan Alternative!!

MV Realty's Homeowner  
Benefit Program® offers  
between \$300-\$5000 cash  
without taking out a loan.

- ✓ Homeowners Pre-Qualify
- ✓ No Obligation to Sell Your Home
- ✓ Personal Loan Alternative
- ✓ No Need to Borrow or make payments
- ✓ Absolutely NO Credit Check

Call or Text Us Now 866-919-7851

Department Directory

Frequently Asked Questions

Text us your address and we'll get you a **CASH OFFER** in  
less than 5 minutes!

Get Between  
\$300-\$5,000

Find out how much you qualify  
for today

Full Name

Your Email

Phone Number

Enter your address

Get my Free

Quote

By submitting this form, I  
agree to the [Privacy Policy](#)  
and [Terms of Service](#).

☐ Yes I want to receive special  
offers and understand that by  
checking this box I agree to  
receive calls, emails and SMS  
messages from MV Realty PBC,  
LLC including via autodialed and  
pre-recorded means. You may  
receive up to 2 messages/week.  
I understand that consent is not  
required in order to receive a  
quote.

Don't want to wait?

Call or Text Us Now 866-919-7851

# Our Goal is to Build a Relationship for the Future

See what some of our recent customers received



# How to Get Cash Today

- Step 1: Find out how much we can pay you
- Find out how much we can pay you  
Request more information or call today to speak with a licensed Realtor®
- Step 2: Make an Appointment
- Step 3: Cash your Check

## See what people have to say about the Homeowner Benefit Program ®

- “

Amy R.

Just wanted to let you know that today alone allowed me to fill the car with gas and make a monthly payment on our life insurance. Thank you so much.”
- “

Janet V.

They are very knowledgeable and professional and very fast....no gimmicks and where straight to point, I got my money the same day and she even came to my house to drop it off.
- “

Ernst L.

I was so thrilled to learn about this program and so happy to sign as a home advantage member. This is so innovative. You are great people to do business with you are very honest and reliable.



## MV Realty will pay you to work with us when you're ready. Here's some of the benefits to joining the Homeowner Benefit Program ®:

- \$ Absolutely No Credit Check Required**

This is not a financing plan or loan, so your credit history is not applicable.
- 🏠 No Requirement to Sell Your Home**

There is no requirement to sell. You keep this money no matter what, even if you never decide to sell your home.
- 💰 Get Cash without Borrowing**

This innovative approach offers a great way to receive quick cash without taking out a loan, paying interest, or having monthly payments.
- 👍 Build Relationships with Innovative Local Experts**

Gain home improvement recommendations to maximize the investment in your home, gain access to trusted local providers, and stay informed on a constantly changing real estate market.
- 👤 Full Time Real Estate Agent on Your Side**

You get a dedicated resource for any of your real estate needs. You can find out the current market value of your home, new homes selling in your area, and current market trends.

# Frequently Asked Questions

Got Questions?  
We Have the Answers!

How does the Homeowners Benefit Program (HBP) work?
Why is the term of the agreement so long?
Do you file a lien on my house?
No, we file a memorandum. The purpose of the memorandum is to alert us to breaches of contract (accidental or otherwise). Our memorandum covers only the commission amount MV Realty would earn if it sold your home.
What if I want to refinance my home?
Do I have to sell my home if I sign up for the HBP?
How much money can I get if I sign up for the HBP?
There must be a catch. What's in it for you?
How do I sign up for the HBP?
I want to sell my house. What do I do next?
What happens if MV Realty doesn't sell my home within six months?
What if I die? Is my family obligated to using MV Realty as its real estate agency?
What if I wish to cancel my participation in the agreement? Can I simply repay the fee you provided?
What happens if I sign up for the HBP and but want to use a different agent to sell my home?
Why have I seen some complaints about MV Realty?
Are there any other benefits I receive, beyond the cash incentive, for joining the HBP?

## Get a Call Back

Have questions? Or want to find out exactly how much cash you can receive?

- Reverse Equity Mortgage
- Options
- Acquisition/Disposition
- Guarantees
- Assignment/Redemption/Withdrawal
- Commissions
- Cashout Insurance/Benefit

Get a Free Call Back

By submitting this form, I agree to the [Terms and Conditions](#) and [Privacy Policy](#).


☒ Yes I want to receive special offers and understand that by checking this box I agree to receive calls, emails and SMS messages from MV Realty PBC, LLC including via autodialed and pre-recorded means. You may receive up to 2 messages/week. I understand that consent is not required in order to receive a quote.

Don't want to wait?

Call or Text Us Now 866-919-7851



# About

 / About Us

## About Us

## MV Realty

[MV Realty](#) is a real estate brokerage created by seasoned, technologically savvy, real-estate professionals to meet the needs of the modern broker, buyer, and seller. Our company provides an efficient, smart way to conduct real estate transactions, to ensure satisfaction to our consumer. We leverage data from more than just the MLS – we tap into detailed financial and property data, and utilize the latest mapping and search tools to help connect people with the properties they truly want. At [MV Realty](#), we believe it's time for the real estate community to simply work smarter.

Looking for Something Different? We Were Too. MV Realty is changing the world of real estate with the Homeowner Benefit Program®. We're building lifelong relationships with clients through our innovative loyalty program, and offering support and guidance every step of the way.



## Executive Team



### Founder/CSO - Amanda Zachman

Amanda Zachman is an entrepreneur, business leader, and mom of 3 with more than 12 years of experience in the real estate industry. In 2014, Zachman founded MV Realty, a disruptive tech-focused real estate brokerage and proptech firm dedicated to meeting the needs of the modern broker, home buyer, and home seller. She is also part of the team that developed the company's innovative Homeowner Benefit Program®, which pays homeowners a cash payment in exchange for agreeing to use MV Realty as its real estate agency, should they ever choose to sell their home. In 2017, Zachman arranged the signing of the first Homeowner Benefit agreement in Florida.

Under Amanda's leadership, the rapid evolution of MV Realty has generated significant traction in a brief period. The company's Homeowner Benefit Program has grown from 7,778 contracts in 2021 to 32,000 as of August 2022. MV now averages 3,480 new HBP contracts a month and is on track to expand its portfolio to over 100,000 over the next 12 months. It is increasing the minimum future listing commission value from \$55 million to \$288 million. It is projected to reach +425 million worth by December 2022. MV Realty has grown from 75 to 500+ agents in 33 states and is expected to have 800+ agents by December 2022.

Zachman manages the company's real estate and legal departments, overseeing all real estate transactions, supervising principal brokers, and spearheading the expansion of the Homeowner Benefit Program across 33 states. She also devotes much of her time to raising awareness of the company's mission and offerings on a local, regional, and national level.

Previously, Zachman was a realtor with Berkshire Hathaway Florida Realty and Coldwell Realty. Earlier in her career, she worked in TV production in various roles. Zachman is an active National Association of Realtors member and a licensed broker in Florida, Georgia, Illinois, Massachusetts, Pennsylvania, and Connecticut. She studied musical theater at The American Musical and Dance Academy in New York. Subsequently, she moved to Florida: Today, she resides in Boca Raton with her husband Michael and their two children, with one on the way, Madison and Ford. She enjoys Pilates, watching movies, and traveling in her spare time.

### CEO – Tony Mitchell

Tony (Antony) Mitchell is a specialty financial services and turnaround specialist with more than 30 years' experience in developing and growing organizations focused on alternative financial asset classes. During his career, he helped pioneer, develop, institutionalize and raise money for new asset classes for companies marketing structured settlements for lottery and litigation award recipients, annuities and life settlements.

He joined MV Realty in 2018 in order to help the company expand market penetration of its novel Homeowner Benefit Program® which provides homeowners with a cash payment in exchange for agreeing to use MV Realty as its real estate agency, should they ever choose to sell their home. Mitchell views the company as a proptech real estate organization with plans to leverage its technology platform to attract agents and consumers and grow nationwide.

Previously, Mitchell was brought in by investors in 2017 to help grow Los Angeles-based Film Finance (FFI), the world leader in film industry completion contracts. FFI grew from \$12 million in revenues to going public with a \$300 million valuation. The company suffered setbacks when The Weinstein Company, which was a significant contributor to the company's revenues, shut down due to its well documented scandals. Mitchell then took Film Finance private and helped it survive the entertainment industry shutdown due to COVID-19. The company has since rebounded in 2021 and 2022 with record revenues; Mitchell remains on its board.

For more than 10 years through 2017, Mitchell was CEO and a director of Emergent Capital (formerly Imperial Holdings), a company that invested in life settlements. From October 2013 through December 2015, he served as CEO and a board member of DRB Capital, a structured settlement and annuity company and Blackstone affiliate.

Mitchell, from 2001 through 2007, was chief operating officer and executive director of Peach Holdings, a holding company which through its subsidiaries, was a provider of specialty factoring services. Peach Holdings completed its initial public offering in March 2006 and was subsequently acquired by an affiliate of Credit Suisse in November 2006.

He was also a co-founder of Singer Asset Finance Company (a subsidiary of Enhance Financial Services Group) which was involved in acquiring insurance policies, structured settlements and other types of receivables.



His past board memberships include director, and later executive chair, of Ram Power, a renewable energy company listed on the Toronto Stock Exchange; and a past chair of the board of Polaris Geothermal, a company focused on the generation of renewable energy projects.



Menu

[Team](#)

Press

[Press Inquiries](#)

Information

[About Us](#)

[Contact](#)

Legal

[Privacy Policy](#)

[Legal Terms](#)

© Copyright 2021 - **[MV Realty PBC LLC](#)** All Rights Reserved.

[Terms and Conditions](#)   [Privacy Policy](#)

# EXHIBIT B

Call us, we're here for you  
866-822-1448



Dear Homeowner,

Thank you for being a part of MV Realty's Homeowner Benefit Program. As a member of the program, you now have a dedicated real estate agent and direct access to MV Realty's extended services for any of your real estate needs.

Ask your agent about any of the following at no cost:

- **What is the market value for your home?**
- **Save money on your Homeowners Insurance**
- **A Neighborhood Report to find out what activity is going on in your immediate area**
- **Do you qualify to buy your next home?**
- **Home Improvement Recommendations**
- **Trusted Local Providers – (ex. Handyman, Plumber, Roofer)**
- **A call to chat about the real estate market and how it affects you**
- **Learn how you can make over \$300 by sharing your experience with other homeowners**

**With the Homeowner Benefit Program, we are here for YOU!**

Sincerely,



Amanda Zachman  
Executive Director  
(561) 513-0185  
info@homeownerbenefit.com

**Case ID: 221201288**

# EXHIBIT C

# **MVR HOMEOWNER BENEFIT AGREEMENT**

THIS MVR HOMEOWNER BENEFIT AGREEMENT ("Agreement") is made and entered into as of the effective date referenced below (the "Effective Date"), by and between MV REALTY OF PENNSYLVANIA, LLC, an Pennsylvania limited liability company (the "Company"), having its principal place of business at 219 N Dixie Blvd Delray Beach, FL 33444, and [REDACTED] having an address of [REDACTED] Philadelphia, PA, 19131 (the "Property Owner").

## **RECITALS**

- A. Property Owner owns 100% of that certain property located at [REDACTED] Philadelphia, PA, 19131, Parcel # [REDACTED] (the "Property").
- B. Property Owner desires to enter into an agreement to engage the Company or its designee to act as listing agent should Property Owner decide to market the Property for sale, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payment of the Promotion Fee (as defined below) to Property Owner, the Company and Property Owner hereby agree as follows:

## **1. Exclusive Right to List**

- a. In exchange for Company's payment of four hundred forty and No/100 Dollars (\$440) (the "Promotion Fee") to Property Owner, Property Owner hereby agrees to the terms of this Agreement and that Company, or Company's designee, shall have the exclusive right to act as listing agent (as a transaction broker) for any sale of the Property on or after the Effective Date, except as otherwise expressly provided herein. Without limiting the foregoing, Property Owner shall not engage, hire or otherwise employ any other real estate brokerage, licensed broker or sales agent, which for purposes of this Agreement, includes listing the Property as "for sale by owner" through a third-party service that offers advertising, marketing services or who is otherwise compensated for generating interest in the Property, whether paid a commission or flat fee (collectively, the "Prohibited Engagements").
  - b. No later than ten (10) business days prior to the date Property Owner wishes to market the Property for sale, it shall deliver written notice to the Company by mail and email to the addresses listed in Section 6 below, indicating its intent to sell the Property (the "Intent to List"). Within ten (10) business days after Company's receipt of the Intent to List, Company or its designee shall provide Property Owner with a listing agreement similar to the listing agreement attached hereto as Exhibit A (each, a "Listing Agreement"). As specifically discussed and agreed to between Company and Property Owner, the Listing Agreement shall provide for the payment of a commission to the Company (plus applicable sales tax) in an amount equal to six percent (6%) of the total sales price for the Property provided, however, that the Company shall not receive less than 3% of 154,471.00, the Property's current home value estimate (the "Commission"). The Commission is due and payable to Company at the time of closing. Except when not in Property Owner's best interest, Company's policy is to cooperate with all brokers who, in addition to the Company, participate in the sale of the Property (e.g., a broker for the buyer) ("Cooperating Broker") and offer compensation that will not exceed three percent (3%) of the purchase price ("Cooperator's Commission") to a Cooperating Broker. There are certain circumstances, however, when the Company will not offer compensation to Cooperating Brokers. To the extent there is more than one Cooperating Broker, Company will offer each Cooperating Broker an equal portion of the Cooperator's Commission (e.g., if there are two Cooperating Brokers, then Company will offer each Cooperating Broker compensation in the amount of one and one-half percent (1.5%) of the purchase price). A Cooperating Broker may include a broker who is employed and/or affiliated with the same brokerage as the listing agent.
  - c. The Listing Agreement shall indicate the purchase price for the Property desired by the Property Owner. Property Owner shall, within three (3) business days after receipt of the draft Listing Agreement, sign and return the Listing Agreement in accordance with the instructions included therewith.
  - d. Subject to the provisions of this Agreement, Company or its designee shall act as Property Owner's listing agent should Property Owner decide to market the Property for sale during the term of this Agreement. However, notwithstanding anything to the contrary in this Agreement or the Listing Agreement, Company will act strictly as a transaction broker.
2. Term. This Agreement shall be effective from and after the Effective Date through the earlier of: (i) the date the Property is sold in an arms-length bona-fide transaction, and the Commission is paid to the Company, in accordance

with the terms herein, and (ii) the date that is forty (40) years after the Effective Date (the "Term"), unless this Agreement is cancelled in writing by Company or terminated in accordance with Section 3 below. For the avoidance of doubt, Company and Property Owner acknowledge and agree that this Agreement shall continue in full force and effect through the Term notwithstanding that the Property Owner and the Company may have entered into a Listing Agreement. Subject to the provisions of Section 4 below, should any Listing Agreement expire or otherwise terminate without the payment of the Commission to Company, Company shall retain the exclusive listing rights set forth in Section 1 above for any future listing, all on the terms and conditions set forth in this Agreement.

### 3. Early Termination Fee and Owner Listing Period.

- a. In the event either (A) the Property Owner fails to perform any of its obligations under this Agreement, including, without limitation, entering into any Prohibited Engagements, or (B) an Early Termination Event (as defined below) shall occur, then the Property Owner shall immediately pay Company, as agreed upon liquidated damages and not as a penalty, an early termination fee (the "Early Termination Fee") in the amount of three percent (3%) of the greater of (i) 154,471.00, the Property's current Realtors Valuation Model home value estimate, or (ii) the fair market value of the Property at the time of the Property Owner's breach or Early Termination Event (as defined below), as reasonably determined by the Company. The Company and Property Owner agree that the damages resulting from a Property Owner default or Early Termination Event would be difficult to ascertain and that the foregoing means of calculating the Early Termination Fee is fair and reasonable.
- b. As used herein, the term "Early Termination Event" means the occurrence of any one or more of the events mentioned in subparagraph 3(c) below.
- c. A sale or other transfer of the Property occurs that does not result in the Company being paid the Commission, except that a transfer to a spouse, heir(s) or devisee(s) or a transfer for estate planning purposes shall not constitute an Early Termination Event if, within ten (10) calendar days thereafter, the transferee spouse or other individual or entity receiving an interest in the Property, or in the case of a transfer arising out of the death of the Property Owner, the administrator or personal representative, as applicable, together with any known heirs or devisees in which title to the Property shall have vested as a matter of law, executes an assumption of this Agreement, in form and substance satisfactory to Company, whereby such spouse or other persons or party, if any, agrees to be bound by this Agreement, with the same effect as if they had originally been the Property Owner hereunder. In addition, the following subparagraphs 3(c)(i) and 3(c)(ii) shall each be considered an Early Termination Event (and therefore included in the definition of an Early Termination Event):
  - i. Property Owner terminates, or attempts to terminate, the Company's right to act as the exclusive listing agent (as transaction broker) for the Property; or
  - ii. Property Owner ceases to be the owner of the Property as a result of foreclosure, forfeiture or other transfer of interests in the Property, whether voluntary or involuntary, subject to the provisions of subparagraph 3(c) above.

### 4. Owner Listing Period.

- a. Notwithstanding the provisions of Section 1 above, if after six (6) months following the execution and delivery of a Listing Agreement (an "Exclusive Listing Period"), Company is unable to procure a ready, willing, and able buyer for the Property on terms and conditions consistent with the applicable Listing Agreement, then for the sixty (60) day period immediately following the Exclusive Listing Period (that sixty (60) day period, the "Owner Listing Period"), Property Owner may attempt to procure a buyer independent of Company's efforts.
- b. In the event that Property Owner exercises his or her rights under subparagraph 4(a) above and enters into a contract with a Qualified Buyer (as defined below) during the Owner Listing Period, which contract closes and title to the Property transfers (i) on terms identical to those set forth in paragraph 3(a) of the then applicable Listing Agreement<sup>1</sup>, and (ii) no later than the sixtieth (60th) day following the expiration of the Owner Listing Period, then no Commission will be due and payable to Company in connection with that sale. For purposes of this subparagraph, the term "Qualified Buyer" means a ready, willing and able buyer who (i) is unaffiliated with the Property Owner, (ii) enters into an arm's length transaction for the purchase of the Property on the identical terms set forth in the Listing Agreement, and (iii) is not a person to whom Company showed the Property or was otherwise identified as a prospect by Company in accordance with the terms and conditions of the Listing Agreement.

<sup>1</sup> Seller (as defined in the Listing Agreement) acknowledges that in determining whether the sale terms were identical to those set forth in the applicable Listing Agreement, Company will consider the total purchase proceeds received by the Seller in connection with the sale of the Property, including all credits involved in the transaction and the sale of all related property (including, without limitation, personal property and furniture). Seller agrees to fully cooperate with Company in connection with the preceding (including, without limitation, providing all documentation related to the sale of the Property).

5. Notice of Agreement.

- a. Property Owner's obligations hereunder shall constitute covenants running with the land and shall bind future successors in interest to title to the Property. Should Property Owner default under this Agreement, any amounts owed by Property Owner to Company as a result of such default shall be secured by a security interest and lien in and against the Property as security for the amounts owed by Property Owner to Company.
- b. Company reserves the right to record a document, in form and substance similar to the document attached hereto as Exhibit B to provide constructive notice of Company's rights hereunder. Upon Company's request from time to time, Property Owner shall provide Company with a written certificate or recordable amendment to the document confirming the existence of this Agreement and that this Agreement remains in full force and effect.

6. Notice. Any notice required or in connection with this Agreement shall be sent to Company and Property Owner to the following mailing and email addresses:

**COMPANY**

MV Realty of Pennsylvania, LLC  
219 N Dixie Blvd  
Delray Beach, FL 33444  
with Copy to: AGENT Mason Gallik  
EMAIL masongallik@homesatmv.com

**PROPERTY OWNER**

[REDACTED] Philadelphia, PA, 19131  
Email Address: [REDACTED]

\*MV Realty would like to send you an electronic copy of your agreement. Please provide your email address above or confirm that the email address listed above is correct. Initials: [REDACTED]

7. Arbitration; Lis Pendens. Any and all disputes, claims, or controversies whatsoever between the Property Owner and the Company (collectively, the "Parties"), whether based on contract, tort, or any other legal right or claim, including alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration (the "Arbitration"). However, in the event of any dispute, claim or controversy between the Parties, the Company shall retain the right to file a judicial action to enable the recording of a notice of pending action or lis pendens. The Company's filing of such judicial action shall not constitute a waiver of the Parties' right under this Agreement to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times. The Arbitration shall be governed by the commercial rules under the American Arbitration Association (the "AAA Rules"). In the event of a conflict between this arbitration provision and the AAA Rules, this arbitration provision shall prevail. A single arbitrator shall be appointed by the Parties and shall apply Pennsylvania law. If the Parties cannot agree on the selection of an arbitrator within twenty (20) days of the commencement of the Arbitration, the American Arbitration Association shall appoint an independent neutral arbitrator. The Arbitration shall take place in Pennsylvania and the arbitrator shall (i) resolve all disputes and issues between the parties, including issues of arbitrability and the validity of this arbitration provision, (ii) enforce every provision of this Agreement and any other agreement between the parties, including this arbitration provision, (iii) temporarily and permanently enjoin a breach of this Agreement or any other agreement between the parties, (iv) award compensatory damages in the event damages are suffered by the victim of a breach of this Agreement or any other agreement between the parties, and (v) award to the prevailing party reimbursement of all attorney's fees and arbitration costs incurred by that party in the Arbitration. The arbitrator's award shall be in writing, with findings of fact and conclusions of law, shall not include or allow for punitive or exemplary damages, and shall provide a breaching party no more than twenty (20) days to comply with every provision of this Agreement and every other agreement between the parties. If the arbitrator issues an award or partial award that is inconsistent with this arbitration provision, the award shall be null and void and each party shall have fifteen (15) days to appeal before a panel of three neutral arbitrators (the "Appellate Panel") to be promptly appointed by the American Arbitration Association. The Appellate Panel shall issue a final award that follows and enforces this arbitration provision within one hundred and twenty (120) days of the appointment by the American Arbitration Association of the full Appellate Panel. The Appellate Panel shall provide the Parties an equal and fair opportunity to present their case. This arbitration provision shall survive the termination, voidance or annulment of this Agreement or any other provision of this Agreement.

8. WAIVER OF RIGHT TO CLASS ACTION RELIEF: THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL ARBITRATION PROCEEDINGS ON PROPERTY OWNER'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION IN COURT OR ARBITRATION. EVEN IF AN APPLICABLE LAW PROVIDES OTHERWISE, PROPERTY OWNER WAIVES ALL RIGHTS TO BE PART OF A CLASS ACTION AND PROPERTY OWNER AGREES THAT ALL DISPUTES WITH THE COMPANY OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED ONLY BY PROPERTY OWNER INDIVIDUALLY IN ARBITRATION. THE ARBITRATOR OR APPELLATE PANEL APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF FOR ANY LEGAL REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM ONLY SHALL NOT BE SUBJECT TO ARBITRATION.

9. Representations and Warranties. Property Owner represents and warrants that (i) it has no other written, oral or other contractual arrangement relating to the sale or listing for sale of the Property, including no other agreement with any real estate broker, agent or salesperson related to the Property, (ii) it is not in default of any loan, including any mortgage loan, currently encumbering the Property, and (iii) is not in default, or past due, on any taxes, assessments (including, without limitation, any home owners association or condominium assessments), or any other payment(s) that may result in a lien being placed on the Property.

10. Additional Representations and Warranties by Property Owner. Property Owner represents and warrants to Company that at the time that Property Owner executes this Agreement Property Owner has ( ) or does not have (X) an interest or intention to market, sell or list the Property. Property Owner understands that Company is relying on the representations made by Property Owner in this Section 10 to ensure that Company complies with all applicable laws that may apply should Property Owner intend to market, sell or list the Property at this time.

Initials: 

11. Miscellaneous.

- a. Marketing Materials. Property Owner hereby agrees that Company may utilize any photographs, descriptions, and renderings generated by Company in relation to this Agreement, including, without limitation, any and all photographs, descriptions, and renderings, in any manner deemed fit by Company, in its sole and absolute discretion including, without limitation, utilizing such materials in Company's general marketing initiatives and efforts. In agreeing to use of such materials, Property Owner consents to the Company's use of Property Owner's likeness or image in any materials that are promoting, advertising or marketing Company's business or services and hereby expressly releases any claim relating to the use of image or likeness, including any right to publicity relating to the same.
- b. Assignment. This Agreement and the rights, duties, obligations and privileges hereunder may not be assigned by Property Owner without the prior written consent of Company, which may be withheld in Company's sole discretion. Property Owner agrees that Company may delegate some or all of its obligations under this Agreement and any future Listing Agreement, and Company may transfer or assign some or all of its rights hereunder, including the right to receive the Commission and/or the Early Termination Fee. Following delegation of duties or assignment of rights by Company, all terms of this Agreement shall remain binding on Property Owner and all rights and privileges inure to the benefit of Company's successors or assigns.
- c. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and all prior negotiations and agreements are merged herein. In the event any provisions of this Agreement are held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall remain unaffected.
- d. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Pennsylvania.
- e. Waiver. The failure by Company to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
- f. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. This Agreement will not be binding on the Company unless and until it is signed by a duly authorized officer and broker of the Company.
- g. Cooperation. Property Owner agrees to fully cooperate with the Company in implementing and enforcing the terms of this Agreement, including executing any documents necessary to ensure enforcement of the Agreement.

Agreed to, signed, sealed and delivered:  
PROPERTY OWNER:

By: [REDACTED]

Name: [REDACTED]

Date: 12/10/2020

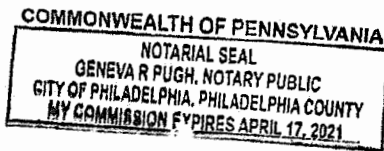
STATE OF PENNSYLVANIA )

COUNTY OF Philadelphia ) ss:

[REDACTED] acknowledged before me on this 10<sup>th</sup> day of December, 2020, by  
[REDACTED], (name/s of person/s).

[NOTARIAL SEAL]

*Geneva Rugh*  
(Signature of Notary Public)



**COMPANY:**

MV REALTY OF PENNSYLVANIA, LLC, an Pennsylvania limited liability company

By: [Signature]

Name: Amanda J. Zachman

Title: Officer

Date: 12/10/20

Effective Date of Agreement: 12/10/20

---

**MORTGAGE**

by

[REDACTED]

as mortgagor

in favor of

MV REALTY OF PENNSYLVANIA, LLC,

as mortgagee

Dated: As of 12/10/2020

Location: [REDACTED] Philadelphia, PA 19131, Philadelphia

Tax Parcel

ID: [REDACTED]

---

**PREPARED BY AND RECORDING REQUESTED BY  
AND AFTER RECORDING, PLEASE RETURN TO:**

MV REALTY PBC, LLC  
219 N Dixie Blvd  
Delray Beach, FL 33444

## MORTGAGE

THIS MORTGAGE, executed this 16<sup>th</sup> day of Dec 2020, 2020 (the "Effective Date"), by [REDACTED] ("Property Owner"), whose mailing address is [REDACTED] Philadelphia, PA, 19131, to MV REALTY OF PENNSYLVANIA, LLC ("Company"), whose mailing address is 219 N Dixie Blvd Delray Beach, FL 33444.

WITNESSETH:

WHEREAS, Property Owner and Company are parties to that certain MVR Homeowner Benefit Agreement dated on or about the date hereof, which by reference is made a part hereof to the same extent as though set out in full herein (the "HBA"), the term of which expires on the earlier of: (i) the date the Property is sold or transferred in accordance with the HBA, and (ii) the date that is forty (40) years after the Commencement Date of the HBA; and (iii) the date that the HBA is terminated in accordance with Section 3 of the HBA.

WHEREAS, Property Owner agrees to secure its obligations under the HBA with this Mortgage.

NOW, THEREFORE, to secure the performance and observance by Property Owner of all covenants and conditions contained in the HBA, and any amounts that may be due under the HBA, plus all charges and expenses of collection incurred by Company, including court costs, and reasonable attorneys' fees, for and in consideration of the sum of four hundred forty and No/100 (440) Dollar paid by Company to Property Owner this date, and for other valuable consideration, the receipt of which is acknowledged, Property Owner does hereby mortgage, hypothecate, and pledge, unto Company, its successors and assigns all right, title and interest of Property Owner in and to the real property described in Exhibit A attached hereto and made a part hereof, which together with the property described below which is hereinafter collectively referred to as the "Property".

TOGETHER WITH:

1. all and singular rights, members, privileges, easements, hereditaments and appurtenances belonging or in any way incident or appertaining to the above-described real property; all buildings and improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto; and
2. All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the above-described real property; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Property Owner in and to all property of any nature whatsoever, now or hereafter situated on the above-described real property and improvements or intended to be used in connection with the operation thereof.

TO HAVE AND TO HOLD all and singular the Property unto Company and the successors and assigns of Company forever.

**PROVIDED ALWAYS**, nevertheless, and it is the true intent and meaning of Property Owner and Company, that if Property Owner pays or causes to be paid to Company the sums secured hereby, the estate hereby granted shall cease and be utterly null and void; and Company shall execute, at the request of Property Owner, a release of this Mortgage and any other instrument to that effect deemed necessary or desirable; otherwise said estate shall remain in full force and effect.

1.

### **DEFAULT AND REMEDIES**

1.1 **Default** The occurrence of an event of default under the HBA not cured within the cure period (if any) provided in the HBA shall be deemed a Default under this Mortgage.

1.2 **Remedies** Upon the occurrence of a Default as hereinabove defined, Company may, without notice to Property Owner, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums. The remedies provided to Company in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or at law or in equity.

2.

### **MISCELLANEOUS**

2.1 **Construction** This Mortgage shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. This Mortgage shall be binding upon the Property Owner and the heirs, successors and assigns of Property Owner and shall inure to the benefit of Company and the successors and assigns of Company.

2.2 **Notices** Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the address of such party stated above. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

2.3 **Jurisdiction** Property Owner submits to the jurisdiction of any court of competent jurisdiction within the Commonwealth of Pennsylvania. Property Owner further agrees to comply with all requirements necessary to give such court in personam jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested, to the Property Owner at Property Owner's address set forth above or any new address of which Company has been notified by Property Owner in writing.

2.4 **Mortgagor's Copy** Property Owner shall be furnished a photocopy of this Mortgage at the time of execution or after recordation hereof.

IN WITNESS WHEREOF, Property Owner has caused this Mortgage to be executed the day and year first above written.

Name

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Philadelphia )

Public for the Commonwealth of Pennsylvania, do hereby certify that  
the Property Owner of Philadelphia, PA, 19131, personally appeared before me  
this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 10 day of December, 2020

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
GENEVA R PUGH, NOTARY PUBLIC  
CITY OF PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES APRIL 17, 2021

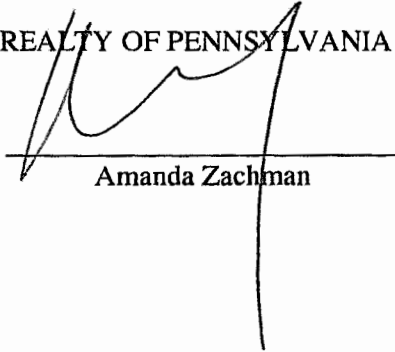
Geneva Rugh (L.S.)  
Printed Name of Notary: Geneva Rugh  
Notary Public, State of Pennsylvania  
My Commission Expires: 4/17/2021

**CERTIFICATE OF RESIDENCE**

The undersigned hereby certifies that the address of the Company herein is:  
219 N Dixie Blvd Delray Beach, FL 33444

**COMPANY:**

MV REALTY OF PENNSYLVANIA, LLC

A handwritten signature in black ink, appearing to read 'Amanda Zachman', is written over a horizontal line. A vertical line extends downwards from the right side of the signature.

Amanda Zachman

# EXHIBIT D

# MVR HOMEOWNER BENEFIT AGREEMENT

THIS MVR HOMEOWNER BENEFIT AGREEMENT ("Agreement") is made and entered into as of the effective date referenced below (the "Effective Date"), by and between MV REALTY OF PENNSYLVANIA, LLC, an Pennsylvania limited liability company (the "Company"), having its principal place of business at 600 N 2nd St., Ste. 401, Harrisburg, Pennsylvania, 17101, and [REDACTED] having an address of [REDACTED] Philadelphia, PA, 19146 (the "Property Owner").

This Agreement contains an Arbitration Provision in Sections 7 and 8 below. In arbitration, a neutral third party (the "arbitrator") resolves disputes between the Parties rather than a judge or jury. Discovery is more limited than in court, there are no class or representative proceedings, and court review of an arbitration decision is limited.

## RECITALS

- A. Property Owner owns 100% of that certain property located at [REDACTED] Philadelphia, PA, 19146, Parcel # [REDACTED] (the "Property").
- B. Property Owner desires to enter into an agreement to engage the Company or its designee to act as listing agent should Property Owner decide to market the Property for sale, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payment of the Promotion Fee (as defined below) to Property Owner, the Company and Property Owner hereby agree as follows:

### 1. Exclusive Right to List

- a. In exchange for Company's payment of seven hundred seventy and No/100 Dollars (\$770) (the "Promotion Fee") to Property Owner, Property Owner hereby agrees to the terms of this Agreement and that Company, or Company's designee, shall have the exclusive right to act as listing agent for any sale of the Property on or after the Effective Date, except as expressly provided herein in Section 4. Without limiting the foregoing, except as expressly provided herein in Section 4, Property Owner shall not engage, hire or otherwise employ any other real estate brokerage, licensed broker or sales agent to market the Property, and Property Owner will not list the Property as "for sale by owner" (collectively, the "Prohibited Engagements").
- b. No later than ten (10) business days prior to the date Property Owner wishes to market the Property for sale, it shall deliver written notice to the Company by mail and email to the addresses listed in Section 6 below, indicating its intent to sell the Property (the "Intent to List"). Within ten (10) business days after Company's receipt of the Intent to List, Company or its designee shall provide Property Owner with a listing agreement similar to the listing agreement referenced herein as Exhibit A, which is accessible, reviewable, and downloadable online at this URL: <https://homesatmv.com/landing/exhibits/PA-ExhibitA.DOCX> (each, a "Listing Agreement"). As specifically discussed and agreed to between Company and Property Owner, the Listing Agreement shall provide for the payment of a commission to the Company (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the Company, participates in the sale of the Property ("Cooperating Broker"), then Company shall receive an amount equal to six percent (6%) of the total sales price for the Property or \$8,590.50<sup>1</sup>, whichever is greater (the "Company's Commission"). In the event there is a Cooperating Broker involved in the transaction, then Company shall receive an amount equal to three percent (3%) of the total sales price for the Property or \$8,590.50, whichever is greater (the "Company's Commission"). Where there is a Cooperating Broker involved, Property Owner must determine at the time of listing, in his or her sole discretion, what amount of commission will be offered to the Cooperating Broker, which amount shall be paid by Property Owner ("Cooperator's Commission"). The total sum of the Company's Commission and the Cooperator's Commission, however, must equal at least 6% of the total sales price.
- c. The Listing Agreement shall indicate the purchase price for the Property desired by the Property Owner. Property Owner shall, within three (3) business days after receipt of the draft Listing Agreement, sign and return the Listing Agreement in accordance with the instructions included therewith.
- d. Subject to the provisions of this Agreement, Company or its designee shall act as Property Owner's listing agent should Property Owner decide to market the Property for sale during the term of this Agreement.

<sup>1</sup>This amount equates to 3% of \$286,350.00, the Property's current home value estimate.

2. Term.

This Agreement shall be effective from and after the Effective Date through the earlier of: (i) the date the Property is sold in an arms-length bona-fide transaction, and the Commission is paid to the Company, in accordance with the terms herein, and (ii) the date that is forty (40) years after the Effective Date (the "Term"), unless this Agreement is cancelled in writing by Company or terminated in accordance with Section 3 below. For the avoidance of doubt, Company and Property Owner acknowledge and agree that this Agreement shall continue in full force and effect through the Term notwithstanding that the Property Owner and the Company may have entered into a Listing Agreement. Subject to the provisions of Section 4 below, should any Listing Agreement expire or otherwise terminate without the payment of the Commission to Company, Company shall retain the exclusive listing rights set forth in Section 1 above for any future listing, all on the terms and conditions set forth in this Agreement. At the expiration of this term, this Agreement shall terminate without prior notice.

3. **EARLY TERMINATION FEE AND OWNER LISTING PERIOD.**

**THIS AGREEMENT PROVIDES A FEE FOR EARLY TERMINATION AS SET FORTH IN THIS SECTION 3.**

- a. In the event either (A) the Property Owner fails to perform any of its obligations under this Agreement, including, without limitation, entering into any Prohibited Engagements, or (B) an Early Termination Event (as defined below) shall occur, then the Property Owner shall immediately pay Company, as agreed upon liquidated damages and not as a penalty, an early termination fee (the "Early Termination Fee") in the amount of three percent (3%) of the greater of (i) 286,350.00, the Property's current Realtors Valuation Model home value estimate, or (ii) the fair market value of the Property at the time of the Property Owner's breach or Early Termination Event, as reasonably determined by the Company. The Company and Property Owner agree that the damages resulting from a Property Owner default or Early Termination Event would be difficult to ascertain because of their indefiniteness or uncertainty and that the foregoing means of calculating the Early Termination Fee is fair, reasonable, and reasonably proportionate to the damages that would be caused by a breach of the Agreement.
- b. As used herein, the term "Early Termination Event" means the occurrence of any one or more of the events mentioned in subparagraph 3(c) below
- c. A sale or other transfer of the Property occurs that does not result in the Company being paid the Commission, except that a transfer to a spouse, heir(s) or devisee(s) or a transfer for estate planning purposes shall not constitute an Early Termination Event if, within ten (10) days thereafter or as soon as the circumstances reasonably warrant, the transferee spouse or other individual or entity receiving an interest in the Property, or in the case of a transfer arising out of the death of the Property Owner, the administrator or personal representative, as applicable, together with any known heirs or devisees in which title to the Property shall have vested as a matter of law, executes an assumption of this Agreement, in form and substance satisfactory to Company, whereby such spouse or other persons or party, if any, agrees to be bound by this Agreement, with the same effect as if they had originally been the Property Owner hereunder. In addition, it shall constitute an Early Termination Event if Property Owner terminates, or attempts to terminate, the Company's right to act as the exclusive listing agent for the Property in violation of this Agreement.

4. Owner Listing Period.

- a. Notwithstanding the provisions of Section 1 above, if after six (6) months following the execution and delivery of a Listing Agreement or any later reduction in the listing price of the Property approved by Property Owner (the "Exclusive Listing Period"), Company is unable to procure a ready, willing, and able buyer for the Property on terms and conditions consistent with the applicable Listing Agreement (as the listing price may have been reduced upon approval of Property Owner), then for the sixty (60) day period immediately following the Exclusive Listing Period, (that sixty (60) day period, the "Owner Listing Period"), Property Owner may attempt to procure a buyer independent of Company's efforts, at a price equal to or greater than the final listing price of the Property during the Exclusive Listing Period.
- b. In the event that (i) Property Owner exercises his or her rights under subparagraph 4(a) above and enters into a contract with a Qualified Buyer (as defined below) during the Owner Listing Period, (ii) the closing for the sale of the Property pursuant to such contract occurs within 60 days after the end of the Owner Listing Period, and (iii) such contract and the transfer of the Property pursuant to the Contract is at a price equal to or greater than the final listing price of the Property during the Exclusive Listing Period and on terms otherwise identical to those set forth in paragraph 1 of the then applicable Listing Agreement,<sup>2</sup> then no Commission will be due and payable to Company in connection with that sale and this Agreement will terminate. For purposes of this subparagraph, the term "Qualified Buyer" means a ready, willing and able buyer who (i) is unaffiliated with the Property Owner, (ii) enters into an arm's length transaction for the purchase of the Property on the identical terms set forth in the Listing Agreement, and (iii) is not a person to whom Company showed the Property or was otherwise identified as a prospect by Company in accordance with the terms and conditions of the Listing Agreement.

<sup>2</sup> Seller (as defined in the Listing Agreement) acknowledges that in determining whether the sale terms were identical to those set forth in the applicable Listing Agreement, Company will consider the total purchase proceeds received by the Seller in connection with the sale of the Property, including all credits involved in the transaction and the sale of all related property (including, without limitation, personal property and furniture). Seller agrees to fully cooperate with Company in connection with the preceding (including, without limitation, providing all documentation related to the sale of the Property).

5. Security for Obligations under this Agreement:

- a. Property Owner understands and acknowledges that its obligations under this Agreement, including the obligation to pay the Early Termination Fee if it arises, are secured by the Mortgage attached hereto as Exhibit B (the "Mortgage") even though this Agreement is not and does not represent a loan. Should Property Owner default under this Agreement and not pay the amounts due to Company, then Company will have the rights of a holder of a mortgage in the Commonwealth of Pennsylvania.
- b. Company has the right but not the obligation to record the Mortgage either now or at any point during the Term. Upon Company's request from time to time, Property Owner shall provide Company with a written certificate confirming the existence of this Agreement and that this Agreement remains in full force and effect.
- c. In the event Property Owner wishes to refinance an existing mortgage on the Property or grant a new mortgage on the Property, Company will consider in good faith any request from Property Owner to facilitate such refinancing or new mortgage by subordinating the lien of this Agreement to the refinanced or new mortgage. In the event that Property Owner sells the Property in compliance with this Agreement (whether through the efforts of Company or pursuant to Section 4), or in the event Property Owner ceases to own the Property due to foreclosure, condemnation or arms-length deed in lieu of foreclosure to an unrelated third party, Company will, upon written request, deliver to the closing agent for the sale of the Property or the purchaser of the Property a Notice of Termination of the Memorandum, in recordable form.

6. Notice. Any notice required or in connection with this Agreement shall be sent to Company and Property Owner to the following mailing and email addresses:

COMPANY

MV Realty of Pennsylvania, LLC  
600 N 2nd St., Ste. 401  
Harrisburg, Pennsylvania, 17101

PROPERTY OWNER

[REDACTED] Philadelphia, PA, 19146

Email Address: [REDACTED]

\*MV Realty would like to send you an electronic copy of your agreement. Please provide your email address above or confirm that the email address listed above is correct. Initials: [REDACTED]

7. Arbitration: This section, together with Section 8 below, collectively constitute the "Arbitration Provision" pursuant to which Property Owner and Company agree to arbitrate disputes between them on the following terms:

At the election of either Company or Property Owner, any and all disputes, claims, or controversies arising from or related to this Agreement, any listing agreement or any other agreement between Property Owner and Company (together, the "Parties") or the relationship between the Parties, whether past, present or future, and whether based on contract, tort (including intentional tort), statute, ordinance, or any other legal right or claim, including alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration (the "Arbitration"), and not by a judge or jury in court. However, the Company shall retain the right to file a judicial action to enable the recording of a notice of pending action or lis pendens. The Company's filing of such judicial action shall not constitute a waiver of its right to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times. This Agreement has been entered into using the means and instrumentalities of interstate commerce and this Arbitration Provision shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. In arbitration, the Parties waive any right to a jury trial.

Any arbitration under this Arbitration Provision shall be conducted by the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the "AAA Rules"), which are available on the AAA's website, [www.adr.org](http://www.adr.org). However, if the AAA is unable or unwilling to serve, a court with jurisdiction shall appoint the administrator or arbitrator in the event that the Parties are unable to agree on an arbitrator or an administrator within 20 days after the Parties have been informed in writing that the AAA is unable or unwilling to serve. No administrator or arbitrator, including one appointed by the court, may have in place any formal or informal policy that is inconsistent with Section 7 of this Agreement including the "Waiver of Right to Class Action Relief." Any arbitrator must be a lawyer with at least 10 years of experience or a retired judge, unless the Parties otherwise agree in writing. Arbitration shall be initiated by commencing an arbitration proceeding in accordance with the AAA Rules or other administrator's rules. A Party may also move to compel arbitration of claims that the other Party has filed in court. A single neutral arbitrator shall be appointed by the Parties. If the Parties cannot agree on the selection of an arbitrator within twenty (20) days of the commencement of the arbitration, the AAA (or other administrator) shall appoint an independent neutral arbitrator. In the event of a conflict between this Arbitration Provision, on the one hand, and the AAA Rules, the remaining provisions of this Agreement or the Listing Agreement, on the other hand, this Arbitration Provision shall prevail.

Any arbitration under this Arbitration Provision shall be conducted by the American Arbitration Association (the "AAA") under its Consumer Arbitration Rules (the "AAA Rules"), which are available on the AAA's website, [www.adr.org](http://www.adr.org). However, if the AAA is unable or unwilling to serve, a court with jurisdiction shall appoint the administrator or arbitrator in the event that the Parties are unable to agree on an arbitrator or an administrator within 20 days after the Parties have been informed in writing that the AAA is unable or unwilling to serve. No administrator or arbitrator, including one appointed by the court, may have in place any formal or informal policy that is inconsistent with Section 7 of this Agreement including the "Waiver of Right to Class Action Relief." Any arbitrator must be a lawyer with at least 10 years of experience or a retired judge, unless the Parties otherwise agree in writing. Arbitration shall be initiated by commencing an arbitration proceeding in accordance with the AAA Rules or other administrator's rules. A Party may also move to compel arbitration of claims that the other Party has filed in court. A single neutral arbitrator shall be appointed by the Parties. If the Parties cannot agree on the selection of an arbitrator within twenty (20) days of the commencement of the arbitration, the AAA (or other administrator) shall appoint an independent neutral arbitrator. In the event of a conflict between this Arbitration Provision, on the one hand, and the AAA Rules, the remaining provisions of this Agreement or the Listing Agreement, on the other hand, this Arbitration Provision shall prevail.

This Arbitration Provision is intended to benefit, may be enforced by and is binding upon (i) Company, its parent companies, subsidiaries, affiliates, successors and assigns and all of their employees, officers and directors; (ii) Property Owner and his/her heirs, trustees, guardians, personal representatives, administrators, successors and assigns; and (iii) any other person or entity named as a defendant or respondent in a claim asserted by one Party against the other Party.

The arbitration shall take place in Pennsylvania at a place that is reasonably convenient to the Parties, and the arbitrator shall (i) resolve all disputes and issues between the Parties, including all issues of arbitrability and the validity and enforceability of this Arbitration Provision (however, the validity and enforceability of the class-action waiver agreed to by the Parties in this Arbitration Provision shall only be decided by a court), (ii) enforce every provision of this Agreement and any other agreement between the parties, including this Arbitration Provision, according to its terms, (iii) temporarily and permanently enjoin a breach of this Agreement or any other agreement between the parties, (iv) follow applicable substantive law consistent with the FAA and give effect to applicable statutes of limitations and privileges; (v) award the same damages and relief that a court can award to an individual or party, including compensatory damages; and (vi) award attorneys' fees and costs to the prevailing party. The arbitrator shall not and cannot, however, award punitive damages.

If the arbitrator determines that any Party's claim or defense is frivolous or wrongfully intended to oppress or harass the other Party, the arbitrator may award sanctions in the form of payment of fees and expenses reasonably incurred by the other Party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such payment could be imposed under Rule 11 of the Federal Rules of Civil Procedure. Payment of all filing, administration, and arbitrator fees will be governed by the administrator's rules, provided that Company will always pay any fees or expenses that it is required to pay by law or that it is required to pay for this Arbitration Provision to be enforced.

The arbitrator's award shall be in writing, with findings of fact and conclusions of law, and shall provide a breaching party no more than twenty (20) days to comply with every provision of this Agreement and every other agreement between the parties. However, a Party shall have fifteen (15) days to appeal the award before a panel of three neutral arbitrators (the "Appellate Panel") to be promptly appointed by the AAA or the arbitration administrator. The decision of the Appellate Panel shall be by majority vote, and the Appellate Panel shall issue a final award within one hundred and twenty (120) days of their full appointment by the AAA or other administrator. The Appellate Panel shall reconsider anew any aspect of the initial award requested by the appealing Party and provide the Parties an equal and fair opportunity to present their case. The arbitrator's award (or the Appellate Panel's award if there is an appeal) will be final and binding, except for any appeal rights under the FAA. Judgment upon any award rendered by any arbitrator (or Appellate Panel) may be entered in any court having jurisdiction. No arbitration award involving the Parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision. This Arbitration Provision shall survive the termination, voidance or annulment of this Agreement or any other provision of this Agreement and any bankruptcy to the extent permitted by applicable bankruptcy law.

**WAIVER OF RIGHT TO CLASS ACTION RELIEF: THIS ARBITRATION PROVISION PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL ARBITRATION PROCEEDINGS AND NOT THROUGH ANY CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR ARBITRATION. EVEN IF AN APPLICABLE LAW PROVIDES OTHERWISE, PROPERTY OWNER WAIVES ALL RIGHTS TO BE PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND PROPERTY OWNER AGREES THAT ALL DISPUTES WITH COMPANY OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED ONLY BY PROPERTY OWNER AND COMPANY INDIVIDUALLY IN ARBITRATION. THE ARBITRATOR OR APPELLATE PANEL SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION BASIS AND MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. MOREOVER, NEITHER PARTY WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST A PARTY WITH CLAIMS BY OR AGAINST ANY OTHER PERSON, UNLESS THE PARTIES OTHERWISE AGREE IN WRITING.**

8. If any portion of this Arbitration Provision (as defined in Section 7 above) is held to be invalid or unenforceable, (including, but not limited to, the prohibition against awarding punitive damages), the remaining portions of this Arbitration Provision shall nevertheless remain in force, except that: (i) the entire Arbitration Provision (other than this sentence) shall be null and void with respect to any claim asserted on a class, representative or multi-party basis that does not seek public injunctive relief if the class action waiver set forth in this Arbitration Provision is held to be invalid or unenforceable with respect to such claim and that determination becomes final after all appeals have been exhausted; and (ii) if a court determines that a public injunctive relief claim may proceed notwithstanding the class action waiver set forth in this Arbitration Provision, and that determination becomes final after all appeals have been exhausted, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.

9. Representations and Warranties. Property Owner represents and warrants that (i) it has no other written, oral or other contractual arrangement relating to the sale or listing for sale of the Property, including no other agreement with any real estate broker, agent or salesperson related to the Property, (ii) it is not in default of any loan, including any mortgage loan, currently encumbering the Property, and (iii) is not in default, or past due, on any taxes, assessments (including, without limitation, any home owners association or condominium assessments), or any other payment(s) that may result in a lien being placed on the Property.

10. Additional Representations and Warranties by Property Owner. Property Owner represents and warrants to Company that at the time that Property Owner executes this Agreement Property Owner has ☐ or does not have ☒ an interest or intention to market, sell or list the Property. Property Owner understands that Company is relying on the representations made by Property Owner in this Section 10 to ensure that Company complies with all applicable laws that may apply should Property Owner intend to market, sell or list the Property at this time.

Initials: 

11. Rescission. Property Owner may rescind this Agreement within 3 days of the date of its execution by Property Owner by sending written notice of Property Owner's election to rescind to the following email address: [cancel@homeownerbenefit.com](mailto:cancel@homeownerbenefit.com). Upon receipt of such notice at the email address listed, the Company will provide Property Owner with an acknowledgment of receipt of the Property Owner's election to rescind. The acknowledgement of receipt will be sent to the Property Owner at the email address from which the notice of election was transmitted to Company. In the event Property Owner rescinds the Agreement under this provision, Property Owner must repay, within 10 days from the date of the Property Owner's notice of election to rescind, all funds paid to Property Owner by the Company pursuant to this Agreement. The effective date of the rescission will be the later of: (i) the date the Property Owner receives the acknowledgement of receipt from the Company, or (ii) the date on which the funds that were paid to Property Owner are returned to the Company. If the Company does not receive all monies paid by the Company to Property Owner by the deadline for repayment mentioned in this paragraph, Property Owner shall forever forfeit Property Owner's right to rescind this Agreement and this Agreement shall be binding and enforceable on the Company and Property Owner.

12. Miscellaneous.

a. Marketing Materials. Property Owner hereby agrees that Company may utilize any photographs, descriptions, and renderings generated by Company in relation to this Agreement, including, without limitation, any and all photographs, descriptions, and renderings, in any manner deemed fit by Company, in its sole and absolute discretion including, without limitation, utilizing such materials in Company's general marketing initiatives and efforts. In agreeing to use of such materials, Property Owner consents to the Company's use of Property Owner's likeness or image in any materials that are promoting, advertising or marketing Company's business or services and hereby expressly releases any claim relating to the use of image or likeness, including any right to publicity relating to the same.

b. Assignment. This Agreement and the rights, duties, obligations and privileges hereunder may not be assigned by Property Owner without the prior written consent of Company, which may be withheld in Company's sole discretion. Property Owner agrees that Company may delegate some or all of its obligations under this Agreement and any future Listing Agreement, and Company may transfer or assign some or all of its rights hereunder, including the right to receive the Commission and/or the Early Termination Fee. Following delegation of duties or assignment of rights by Company, all terms of this Agreement shall remain binding on Property Owner and all rights and privileges inure to the benefit of Company's successors or assigns.

c. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and all prior negotiations and agreements are merged herein. Except as set forth in the Arbitration Provision, in the event any provisions of this Agreement are held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall remain unaffected.

d. Governing Law. Except as set forth in the Arbitration Provision, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Pennsylvania.

e. Waiver. The failure by Company to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

f. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. This Agreement will not be binding on the Company unless and until it is signed by a duly authorized officer and broker of the Company.

g. Cooperation. Property Owner agrees to fully cooperate with the Company in implementing and enforcing the terms of this Agreement, including executing any documents necessary to ensure enforcement of the Agreement.

h. Binding Effect. This Agreement shall be binding on the Property Owner's personal representatives, heirs, administrators, successors, and assigns.


i. Acknowledgment of Online Listing Agreement. By executing this Agreement, Property Owner affirms that Property Owner has reviewed or has had sufficient opportunity to review the Listing Agreement referenced herein as Exhibit A, which is accessible for review and download online at <https://homesatmv.com/landing/exhibits/PAExhibitA.DOCX>.

Agreed to, signed, sealed and delivered:  
PROPERTY OWNER:


By : 

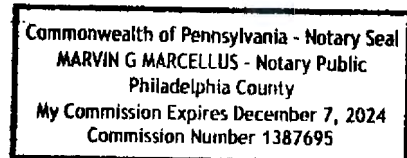
Name 

STATE OF Pennsylvania )  
 ) ss:  
COUNTY OF Philadelphia )

This instrument was acknowledged before me on this 9<sup>th</sup> day of August, 2022, by , (name/s of person/s).

[NOTARIAL SEAL]

  
(Signature of Notary Public)



**COMPANY:** (Signature of HBA)

MV REALTY OF PENNSYLVANIA, LLC, an Pennsylvania limited liability company

By: Marilyn Zuckerman  
Print Name: Marilyn Zuckerman  
Print Title: Authorized Signatory  
Date: 8-19-2022

Effective Date of Agreement: 8-9-2022

**Exhibit B**  
**MORTGAGE**

**MORTGAGE**

by

[REDACTED]  
as mortgagor

in favor of

MV REALTY OF PENNSYLVANIA, LLC,  
as mortgagee

Dated: As of August 9<sup>th</sup>, 2022

Location: [REDACTED] Philadelphia, PA 19146, Philadelphia, Pennsylvania

Tax Parcel

ID: [REDACTED]

UPI: [REDACTED]

PREPARED BY AND RECORDING REQUESTED BY  
AND AFTER RECORDING, PLEASE RETURN TO:

MV REALTY OF PENNSYLVANIA, LLC  
600 N. 2ND ST., STE .401  
HARRISBURG, PENNSYLVANIA, 17101

## MORTGAGE

THIS MORTGAGE, executed this 9<sup>th</sup> day of August, 2022 (the "Effective Date"), by [REDACTED] ("Property Owner"), whose mailing address is 1547 S Lambert St, Philadelphia, PA, 19146, to MV REALTY OF PENNSYLVANIA, LLC ("Company"), whose mailing address is 600 N. 2nd St., Ste .401, Harrisburg, Pennsylvania, 17101.

### WITNESSETH:

WHEREAS, Property Owner and Company are parties to that certain MVR Homeowner Benefit Agreement dated on or about the date hereof, which by reference is made a part hereof to the same extent as though set out in full herein (the "HBA"), the term of which expires on the earlier of: (i) the date the Property is sold or transferred in accordance with the HBA, and (ii) the date that is forty (40) years after the Commencement Date of the HBA; and (iii) the date that the HBA is terminated in accordance with Section 3 of the HBA.

WHEREAS, Property Owner agrees to secure its obligations under the HBA with this Mortgage.

NOW, THEREFORE, to secure the performance and observance by Property Owner of all covenants and conditions contained in the HBA, and any amounts that may be due under the HBA, plus all charges and expenses of collection incurred by Company, including court costs, and reasonable attorneys' fees, for and in consideration of the sum of seven hundred seventy and No/100 (770.00) Dollar paid by Company to Property Owner this date, and for other valuable consideration, the receipt of which is acknowledged, Property Owner does hereby mortgage, hypothecate, and pledge, unto Company, its successors and assigns all right, title and interest of Property Owner in and to the real property described in Exhibit A attached hereto and made a part hereof, which together with the property described below which is hereinafter collectively referred to as the "Property". Company's interest in the Property is limited to the amounts due to Company from Property Owner pursuant to the HBA.

### TOGETHER WITH:

1. all and singular rights, members, privileges, easements, hereditaments and appurtenances belonging or in any way incident or appertaining to the above-described real property; all buildings and improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto; and
2. All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the above-described real property; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Property Owner in and to all property of any nature whatsoever, now or hereafter situated on the above-described real property and improvements or intended to be used in connection with the operation thereof.

TO HAVE AND TO HOLD all and singular the Property unto Company and the successors and assigns of Company forever.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Property Owner and Company, that if Property Owner pays or causes to be paid to Company the sums secured hereby, the estate hereby granted shall cease and be utterly null and void; and Company shall execute, at the request of Property Owner, a release of this Mortgage and any other instrument to that effect deemed necessary or desirable; otherwise said estate shall remain in full force and effect.

## ARTICLE 1

### DEFAULT AND REMEDIES

1.1 Default The occurrence of an event of default under the HBA not cured within the cure period (if any) provided in the HBA shall be deemed a Default under this Mortgage.

1.2 Remedies Upon the occurrence of a Default as hereinabove defined, Company may, without notice to Property Owner, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums. The remedies provided to Company in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or at law or in equity.

## ARTICLE 2

### MISCELLANEOUS

2.1 Construction This Mortgage shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. This Mortgage shall be binding upon the Property Owner and the heirs, successors and assigns of Property Owner and shall inure to the benefit of Company and the successors and assigns of Company.

2.2 Notices Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the address of such party stated above. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

2.3 Jurisdiction Property Owner submits to the jurisdiction of any court of competent jurisdiction within the Commonwealth of Pennsylvania. Property Owner further agrees to comply with all requirements necessary to give such court in personam jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested, to the Property Owner at Property Owner's address set forth above or any new address of which Company has been notified by Property Owner in writing.

2.4 Mortgagor's Copy Property Owner shall be furnished a photocopy of this Mortgage at the time of execution or after recordation hereof.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

IN WITNESS WHEREOF, Property Owner has caused this Mortgage to be executed the day and year first above written.

By : \_\_\_\_\_

Name \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Philadelphia )

I, the undersigned Notary Public for the Commonwealth of Pennsylvania, do hereby certify that \_\_\_\_\_ the Property Owner of 1547 S Lambert St, Philadelphia, PA, 19146,, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 9<sup>th</sup> day of August, 2022.

Marvin G. Marcellus (L.S.)  
Printed Name of Notary: Marvin G. Marcellus  
Notary Public, State of Pennsylvania  
My Commission Expires: 12/07/2024

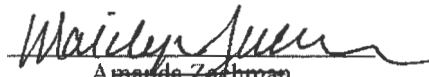
Commonwealth of Pennsylvania - Notary Seal  
MARVIN G MARCELLUS - Notary Public  
Philadelphia County  
My Commission Expires December 7, 2024  
Commission Number 1387695

CERTIFICATE OF RESIDENCE

The undersigned hereby certifies that the address of the Company herein is:  
600 N 2nd St., Ste .401, Harrisburg, Pennsylvania, 17101

COMPANY:

MV REALTY OF PENNSYLVANIA, LLC

  
Amanda Zuckerman

Marilyn Zuckerman as Authorized Signor

EXHIBIT A

ALL THAT CERTAIN lot or piece of ground with the two story brick messuage or tenement thereon erected. SITUATE on the East side of Lambert Street at the distance of 68 feet 1/2/ inch Northward from the North side of Tasker Street in the 36th Ward of the City of Philadelphia. CONTAINING in front or breadth on the said Lambert Street 13 feet 7-5/8 inches and extending Eastward of that width in length or depth Eastward between parallel lines at right angles with said Lambert Street 45 feet 6 inches to the middle of a certain 3 feet wide alley which leads Southward into the said Tasker Street. TOGETHER with the free and common use, right, liberty, and privilege of the aforesaid alley as and for a passageway and watercourse at all times, hereafter, forever.

# EXHIBIT E

## MV's PENNSYLVANIA Signing Checklist

- ☐ Print the documents using white paper only. Printed/scanned documents must not contain any blacklines.
- ☒ All signatures and notary stamp must be legible and not faint. Please use dark ink pens and, preferably, black ink notary stamp. If a notary seal is used, please affix an additional stamp with black ink. The notary stamp should not be placed over any text.

The package contains the agreement (HBA) with mortgage document and a payment page which require the following.

### 1. HBA

- ☒ Page 3 # 6. Notice section: signor(s)' initials and update e-mail address (if applicable)
- ☒ Page 4 #10 Additional Representations and Warranties by Property Owner - question to be answered by signor(s) and initialed
- ☒ Page 5. HBA Signature page
  - ☒ Signature section for each signor – signed and dated by the signor;
  - ☒ Notary block for each signor(s) – To be completed by the notary: Fill in the correct state, county, today's date, signor's name, notary's signature, and stamp the document. (Do not stamp over any text)

### 2. Mortgage

- ☒ Mortgage coversheet dated as of \_\_\_\_\_ signor to fill in with Today's date.
- ☒ 1<sup>st</sup> paragraph of the Mortgage: signor to fill in agreement date (Today's date)
- ☒ Signature section for each signor – signor(s)' signature(s)
- ☒ Notary block for each signor(s) – To be completed by the notary: Fill in the county, signor's name, today's date and notary's signature, print name under the signature, fill in Notary State, Commission expiration and stamp the document. (Do not stamp over any text)

- 3. ☒ Payment page – To be filled in and signed by all signor(s).
- 4. ☒ Scan the identification(s) produced by each of the signors.
- 5. ☐ Scan additional documents presented by signors.
- 6. ☒ Return a clear and legible scan of the documents and identification to the Notary Provider within two hours of the appointment.
- 7. ☒ Scanned documents must not contain any blacklines.
- 8. ☒ The original documents are to be returned to MV Realty (Refer to Notary Provider for instructions). Documents are not to be shredded or discarded under any circumstances.

If you have any questions, please reach out to the Real Estate Agent.

# EXHIBIT F

Ex. A.



Via US Mail, Postage Prepaid and  
E-mail Transmission

April 12, 2022

[REDACTED]  
Philadelphia, PA 19139

Re: Property located at [REDACTED] Philadelphia, PA 19139

Dear [REDACTED]

As you are aware, you entered into a Homeowner Benefit Agreement dated March 17, 2021 (the "Agreement") with MV Realty ("MV Realty") relating to your property located [REDACTED], Philadelphia, PA 19139. Parcel ID# [REDACTED] (the "Property"), which Agreement is attached as Exhibit "A" hereto. MV Realty has been recently made aware that you may breach the Agreement by selling your home on your own. We trust this is an oversight and want, out of an abundance of caution, to remind you of your obligations under the Agreement.

The Agreement requires the use of an MV Realty agent or broker in the transfer of your Property. Without such use, you are liable to pay MV Realty 3% of the sales price or fair market value of the Property, payable on or before the closing date. You are also liable for the return of the consideration that you received from MV Realty, plus interest and costs, including, but not limited to reasonable attorney's fees, incurred in pursuit of collection.

This letter shall serve to confirm your obligations under the Homeowner Benefit Agreement with and to invite you to reach out if you have any questions about the Agreement or are interested in listing your Property.

MV Realty takes its responsibility under the Opt List Program or Homeowner Benefit Agreement very seriously and will take all necessary and appropriate steps to enforce the Agreement. If you have any questions regarding the agreement, please call us at (561)595-9162 or email [legal@homesatmv.com](mailto:legal@homesatmv.com)

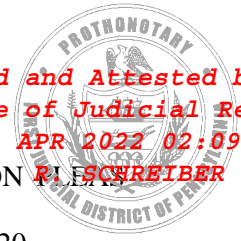
Thank you for your immediate attention to this matter.

MV REALTY

# EXHIBIT G

Commonwealth of Pennsylvania  
COUNTY OF PHILADELPHIA

Filed and Attested by the  
Office of Judicial Records  
19 APR 2022 02:09 pm



\_\_\_\_\_  
*Plaintiff*

vs.

\_\_\_\_\_  
*Defendant*

COURT OF COMMON PLEAS

\_\_\_\_\_  
Term, 20\_\_\_\_

No. \_\_\_\_\_

To<sup>1</sup>

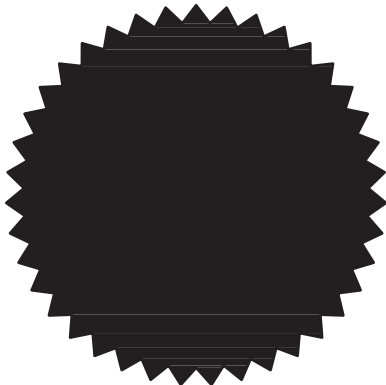
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Writ of Summons

You are notified that the Plaintiff<sup>2</sup>  
*Usted esta avisado que el demandante*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

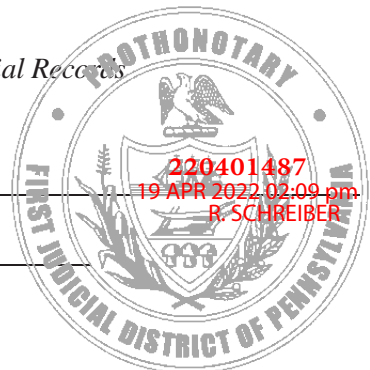
Has (have) commenced an action against you.  
*Ha (han) iniciado una accion en contra suya.*



ERIC FEDER  
Director, Office of Judicial Records

By: \_\_\_\_\_

Date: \_\_\_\_\_



<sup>1</sup> Name(s) of Defendant(s)

<sup>2</sup> Name(s) of Plaintiff(s)

**Court of Common Pleas**

\_\_\_\_\_ Term, 20 \_\_\_\_\_

No. \_\_\_\_\_

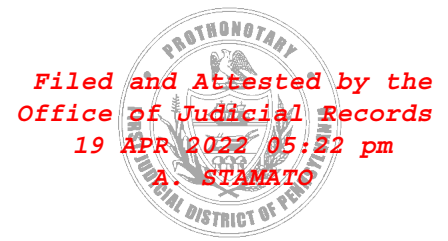
\_\_\_\_\_  
*Plaintiff*

vs.

\_\_\_\_\_  
*Defendant*

**SUMMONS**

**HOLLAND & KNIGHT LLP**  
Andrew J. Soven (PA ID 76766)  
Victoria LeCates (PA ID 329003)  
Cira Centre  
2929 Arch Street, Ste. 800  
Philadelphia, PA 19104  
(215) 252-9600  
[andrew.soven@hklaw.com](mailto:andrew.soven@hklaw.com)  
[victoria.lecates@hklaw.com](mailto:victoria.lecates@hklaw.com)  
*Counsel for Plaintiff MV Realty of  
Pennsylvania, LLC*



---

<b>MV REALTY OF PENNSYLVANIA, LLC</b>	:	<b>COURT OF COMMON PLEAS</b>
	:	<b>PHILADELPHIA COUNTY,</b>
Plaintiff,	:	<b>PENNSYLVANIA</b>
	:	
vs.	:	
	:	
<b>RODNEY D. THOMAS,</b>	:	No. 220401487
	:	
Defendant.	:	

---

**PRAECIPE TO INDEX LIS PENDENS**

TO THE PROTHONOTARY:

Please index this action as a lis pendens against the property ("Property") located at 4857 Fairmount Avenue, Philadelphia, PA 19139, more particularly described in the Mortgage attached hereto as **Exhibit A**.

**WHEREAS**, on or around March 17, 2021, Plaintiff MV Realty of Pennsylvania, LLC ("Plaintiff" or "MV Realty") and Defendant Rodney D. Thomas ("Defendant" or "Thomas") entered into that certain MVR Homeowner Benefit Agreement ("Agreement") attached hereto as **Exhibit B**.

**WHEREAS**, Defendant is listed as the owner of the property more fully described on Exhibit A hereto.

**WHEREAS**, pursuant to the Agreement, Defendant agreed that MV Realty or its designee would have the exclusive right to serve as listing agent should Defendant intend to sell the Property using a listing agent and that Defendant would not list the Property with a different listing agent, brokerage, or third-party service to market the Property, as more fully set forth in paragraph 1(a) of the Agreement.

**WHEREAS**, on information and belief, Defendant has entered into an agreement with a different agent, brokerage, or third-party service in contravention to the Agreement and is actively marketing the Property.

Plaintiff respectfully requests that this action be indexed as a lis pendens against the Property.

BY: /s/ Andrew Soven  
Andrew J. Soven (PA ID 76766)  
**HOLLAND & KNIGHT LLP**  
Victoria LeCates (PA ID 329003)  
Cira Centre  
2929 Arch Street, Ste. 800  
Philadelphia, PA 19104  
(215) 252-9600

*Counsel for Plaintiff MV Realty of  
Pennsylvania, LLC*

Date: April 19, 2022

**CHANGE TO LISTING CONTRACT**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

CLC

1 **PROPERTY** 4857 Fairmount Avenue Philadelphia PA 19139  
 2 **BROKER (Company)** Keller Williams Philadelphia  
 3 **SELLER** Rodney Thomas  
 4 **DATE OF LISTING CONTRACT** 04/08/2022 **LISTED PRICE \$** \_\_\_\_\_

5 Broker and Seller agree to change the terms of the above Listing Contract as follows:

- 6 1. Ending Date of the Listing Contract is changed to: 05/06/2022  
 7 2. Listed Price is changed to: \$ \_\_\_\_\_  
 8 3. Appoint Additional Designated Agent(s): \_\_\_\_\_  
 9 Seller renounces the agency relationships held with all licensees affiliated with Broker who are not Designated Agents for Seller. Any  
 10 licensee(s) that has been previously designated and is not being removed in paragraph 4 remains a Designated Agent for Seller.  
 11 4. Remove Designated Agent(s): \_\_\_\_\_  
 12 5. Other: \_\_\_\_\_

37 All other terms and conditions of the Listing Contract remain unchanged and in full force and effect.

38 **SELLER** *Rodney Thomas* **DATE** 5-24-2022  
 39 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 40 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 41 \_\_\_\_\_

42 **BROKER (Company Name)** Keller Williams Philadelphia

43 **ACCEPTED BY** *[Signature]* **DATE** 5/24/2022 | 9:50 AM C  
 C3A2EE5FB0A5411...

