

FILED

12 SEP 2023 11:07 am

Civil Administration

A. CLARKE

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

COMMONWEALTH OF PENNSYLVANIA	:	
BY Attorney General MICHELLE HENRY,	:	
	:	
Plaintiff,	:	November Term 2021
	:	
v.	:	No. 000384
	:	
CREDIT EXTERMINATORS, INC.; EARN	:	
FINANCE COMPANY, LLC; ALAKAZAM	:	
APPS, LLC;	:	
CASEY DANA OLIVERA A/K/A DANA CHANEL,	:	
Individually, and as a managing member of	:	
Earn Finance Company, LLC, and Alakazam Apps,	:	
LLC, and corporate officer of Credit	:	
Exterminators, Inc.;	:	
NAKIA D. RATTRAY, individually, and as	:	
managing member of Alakazam Apps, LLC;	:	
CASSANDRA APRIL OLIVERA, individually	:	
and as a managing member of Earn Finance	:	
Company, LLC and corporate officer	:	
of Credit Exterminators, Inc.,	:	
	:	
Defendants.	:	

ORDER

AND NOW, this _____ day of _____, 2023, the attached Consent Petition for Final Decree, agreed to by the Plaintiff, Commonwealth of Pennsylvania, and Defendants, Credit Exterminators, Inc., Earn Finance Company, LLC, Alakazam Apps, LLC, Casey Dana Olivera a/k/a Dana Chanel, Nakia D. Rattray, and Cassandra April Olivera, is hereby entered as the ORDER and FINAL DECREE of this Court.

, J.

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

COMMONWEALTH OF PENNSYLVANIA	:	
BY Attorney General MICHELLE HENRY,	:	
	:	
Plaintiff,	:	November Term 2021
	:	
v.	:	No. 000384
	:	
CREDIT EXTERMINATORS, INC.; EARN FINANCE COMPANY, LLC; ALAKAZAM APPS, LLC;	:	
CASEY DANA OLIVERA A/K/A DANA CHANEL,	:	
Individually, and as a managing member of	:	
Earn Finance Company, LLC, and Alakazam Apps,	:	
LLC, and corporate officer of Credit	:	
Exterminators, Inc.;	:	
NAKIA D. RATTRAY, individually, and as	:	
managing member of Alakazam Apps, LLC;	:	
CASSANDRA APRIL OLIVERA, individually	:	
and as a managing member of Earn Finance	:	
Company, LLC and corporate officer	:	
of Credit Exterminators, Inc.,	:	
	:	
Defendants.	:	

CONSENT PETITION FOR FINAL DECREE

AND NOW, comes the Commonwealth of Pennsylvania, by the Attorney General Michelle A. Henry, (hereinafter “Commonwealth” and/or “Plaintiff”), which initiated an action against Defendants, Credit Exterminators, Inc. (hereinafter “Credit Exterminators” and/or “Defendant” and/or collectively as one of the ”Defendants”), Earn Finance Company, LLC (hereinafter “Earn Company” and/or “Defendant” and/or collectively as one of the “Defendants”); Alakazam Apps, LLC (hereinafter “Alakazam” and/or “Defendant” and/or collectively as one of the “Defendants”); Casey Dana Olivera a/k/a/ Dana Chanel, individually, and as a managing member of Earn Finance Company, LLC and Alakazam Apps, LLC, and an

officer of Credit Exterminators, Inc. (hereinafter “Dana Chanel” and/or “Defendant” and/or collectively as one of the “Defendants”), Nakia D. Rattray, individually, and as a managing member of Alakzam Apps, LLC (hereinafter “Nakia Rattray” and/or “Defendant” and/or collectively as one of the “Defendants”), and Cassandra April Olivera, individually, and as a managing member of Earn Finance Company, LLC and corporate officer of Credit Exterminators, Inc. (hereinafter “April Olivera” and/or “Defendant” and/or collectively as one of the “Defendants”) by filing a Complaint in the Court of Common Pleas of Philadelphia County in the above-captioned action on or about November 4, 2021 (herein referred to as the “Complaint”). The Complaint against Defendants alleged violations of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* (herein referred to as the “*Consumer Protection Law*”) arising from Defendants’ business which included the sale of goods and services related to credit repair and mobile web app development, and the Commonwealth states the following:

WHEREAS, Plaintiff is the Commonwealth of Pennsylvania, acting by the Pennsylvania Attorney General Michelle A. Henry with an office located at 1600 Arch Street, Suite 300, Philadelphia, Pennsylvania 19103.

WHEREAS, Defendant Credit Exterminators is a for-profit corporation registered with the Pennsylvania Department of State, Bureau of Corporations, with offices located at 555 Diamond Street, Suite 400, Philadelphia, PA 19122.

WHEREAS, Defendant Earn Finance is a Pennsylvania for-profit limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section, with offices located at 555 Diamond Street, Suite 400, Philadelphia, PA 19122.

WHEREAS, Defendant Alakazam is a Pennsylvania for-profit limited liability company registered on August 13, 2020 with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section, with offices located at 555 Diamond Street, Suite 400, Philadelphia, PA 19122.

WHEREAS, Defendant Dana Chanel is an adult individual residing at 607 Greentree Road, Sewell, NJ 08080. Dana Chanel acts an officer, director, and/or managing member of Defendants Credit Exterminators, Earn Company, and Alakazam.

WHEREAS, Defendant Nakia Rattray is an adult individual residing at 607 Greentree Road, Sewell, NJ 08080. Nakia Rattray acts as an officer, director, and/or managing member of Alakazam.

WHEREAS, Defendant Cassandra April Olivera is an adult individual residing at 26 Franklin Drive, Middletown, DE 19709. April Olivera acts as an officer, director, and/or managing member of Defendants Credit Exterminators and Earn Company.

WHEREAS, the Commonwealth alleges that Defendants engaged in the acts and practices that violate the Consumer Protection Law as alleged in the Commonwealth's Complaint; and Defendants deny these allegations.

WHEREAS, the Commonwealth alleges that Defendants Credit Exterminators, Earn Finance, Dana Chanel, and/or April Olivera misled consumers as to the nature and quality of the goods and services provided by Credit Exterminators and Earn Finance; and Defendants deny these allegations.

WHEREAS, the Commonwealth alleges that Defendants Credit Exterminators, Earn Finance, Dana Chanel, and/or April Olivera sold credit repair services to consumers in violation of Pennsylvania's *Credit Services Act*, 73 P.S. § 2181, *et. seq.* (hereinafter the "*Credit Services*

Act"); and Defendants deny these allegations.

WHEREAS, the Commonwealth alleges that Defendants Alakazam, Dana Chanel, and Nakia Rattray misled consumers concerning the nature and value of the goods and services provided by Alakazam; and Defendants deny these allegations.

WHEREAS, the Commonwealth alleges that Defendants Alakazam, Dana Chanel, and Nakia Rattray failed to deliver goods or services from Alakazam promised to consumers for which consumers contracted and paid; and Defendants deny these allegations.

WHEREAS, the Commonwealth alleges that Dana Chanel and Nakia Rattray misled consumers by using the fictitious name Alakazam Apps that was not properly registered under the *Fictitious Names Act*, 54 Pa. C.S. §§ 301-322; and Defendants deny these allegations.

WHEREAS, the Commonwealth alleges that Defendants Dana Chanel and Nakia Rattray each approved, endorsed, authorized, formulated, directed, supervised, controlled, ratified, benefited from and/or otherwise participated in the acts and practices of Defendant Alakazam, and that these defendants acted together and cooperated with each other in the conduct of the business; and Defendants deny these allegations.

WHEREAS, the Commonwealth alleges that Defendants Dana Chanel and April Olivera each approved, endorsed, authorized, formulated, directed, supervised, controlled, ratified, benefited from and/or otherwise participated in the acts and practices of Defendants Credit Exterminators and Alakazam, and that these defendants acted together and cooperated with each other in the conduct of the business; and Defendants deny these allegations.

WHEREAS, Plaintiff's Complaint alleged that the methods, acts and/or practices of Defendants constituted violations of Sections 201-2 (4)(ii), (v), and (xxi) of the *Consumer Protection Law*; and Defendants deny these allegations.

WHEREAS, Defendants dispute certain other allegations in the Commonwealth's Complaint.

WHEREAS, Defendants desire to comply with the laws of the Commonwealth of Pennsylvania and the provisions of this Consent Petition for Final Decree (herein referred to as the "Consent Petition"), and they have executed this Consent Petition with the intent that, upon approval of the Court of Common Pleas of Philadelphia County, the provisions of this Consent Petition shall constitute the provisions of a Final Decree, Order and Judgment of the Court of Common Pleas of Philadelphia County with respect to the above-captioned action regarding Defendants Credit Exterminators, Earn Company, Alakazam, Dana Chanel, Nakia Rattray, and April Olivera.

WHEREAS, upon approval of the Court of Common Pleas of Philadelphia County and subject to the terms and conditions of this Consent Petition, the Commonwealth and Defendants are agreeable in this matter to accept this Consent Petition as a settlement in lieu of the Commonwealth proceeding to trial with the above-captioned action with regards to Defendants.

WHEREAS, Defendants agree by the signing of this Consent Petition to recognize and be bound by any and all obligations, liabilities, responsibilities and encumbrances as set forth in this Consent Petition.

WHEREAS, this Consent Petition does not constitute an approval by the Commonwealth of any of the Defendants' former or current business practices.

WHEREAS, the Effective Date of this Consent Petition shall be the date upon which the Commonwealth executes the document and submits it to the Court for approval.

NOW THEREFORE, for good and valuable consideration, the Commonwealth and Defendants agree as follows:

SETTLEMENT TERMS

I. Injunctive and Affirmative Relief

A. Defendants are hereby forever enjoined and prohibited from violating the *Consumer Protection Law*, and any future amendments thereto, including, but not limited to, the following sections:

1. Section 201-2(4)(ii) of the *Consumer Protection Law*, which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

2. Section 201-2(4)(v) of the *Consumer Protection Law*, which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connections that he does not have; and

3. Section 201-2(4)(xxi) of the *Consumer Protection Law*, which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

B. Defendants Credit Exterminators, Earn Finance, Dana Chanel, and April Olivera are forever enjoined and prohibited from engaging in conduct which violates the *Credit Services Act*, 73 P.S. § 2181, *et. seq.* and any future amendments thereto.

C. Defendants agree that all contracts Credit Exterminators and/or Earn Finance made with consumers that do not comply with the terms of the *Credit Services Act*, if any, are deemed null and void.

D. Defendants are forever enjoined and prohibited from misleading consumers by using any business name that is not properly registered under Pennsylvania's *Fictitious Names Act*, 54 Pa. C.S. §§ 301-322.

E. Defendants are forever enjoined and prohibited from failing to deliver goods and services for which consumers have contracted and paid in violation of the *Consumer Protection Law*.

F. Defendants are forever enjoined and prohibited from misrepresenting the nature, quality, scope, or value of the goods and services they sell in violation of the *Consumer Protection Law*.

G. Defendants are forever enjoined and prohibited from creating consumer confusion by contracting with consumers to purchase goods or services under different terms than the terms advertised in violation of the *Consumer Protection Law*.

H. Defendants are forever required to accurately represent the goods and services they sell in all advertising and social media posts.

I. Defendants are forever enjoined and prohibited from engaging in any business or generating any revenue from selling or advertising credit repair products or services in Pennsylvania or with Pennsylvania consumers.

J. Defendants are forever enjoined and prohibited from engaging in any business or generating any revenue from selling or advertising mobile app development products or services in Pennsylvania or with Pennsylvania consumers.

K. Defendants shall respond to any future consumer complaints the Commonwealth receives against them or businesses they own and will attempt to mediate a resolution to said complaints in good faith.

II. Monetary Relief

A. Monetary Payment

1 Judgment is hereby entered against Defendants, jointly and severally, and in favor of the Commonwealth. Defendants hereby agree to pay, jointly and severally, the amount of one hundred twenty-four thousand two hundred sixty-nine and 91/100 dollars (\$124,269.91) (hereinafter “Monetary Payment”) and consent to entry of this judgment by the Court in the amount of the Monetary Payment. Defendants shall make the Monetary Payment as detailed in Paragraph II.C below. The Monetary Payment shall be allocated as follows:

a. **Civil Penalties** - The sum of six thousand and 00/100 dollars (\$6,000.00) as Civil Penalties (“Civil Penalties”) to be distributed to the Commonwealth of Pennsylvania, Treasury Department.

b. **Costs** - The sum of thirty-one thousand dollars and 00/100 cents (\$31,000.00) (“Costs”) to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited in an interest bearing account from which both principal and interest shall be expended for public protection and education purposes.

c. **Restitution** – The sum of eighty-seven thousand two hundred sixty-nine and 91/100 dollars (\$87,269.91) (“Restitution”) shall be allocated as Restitution and distributed by the Commonwealth at its sole discretion to affected consumers.

B. Payment Terms

1. Defendants shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, the sum of \$30,000.00, representing a portion of the Monetary Payment as

stated in Sections II.A. of this Consent Petition to the Commonwealth of Pennsylvania, Office of Attorney General within fifteen (15) days of the Effective Date of this Consent Petition.

2. In addition to the payment required by Section II.B.1 of this Consent Petition, Defendants shall pay a further \$47,134.95 of the Monetary Payment to the Commonwealth of Pennsylvania, Office of Attorney General within thirty (30) days of the Effective Date of this Consent Petition.

3. Defendants shall pay the remaining \$47,134.96 of the Monetary Payment to the Commonwealth of Pennsylvania, Office of Attorney General within sixty (60) days of the Effective Date of this Consent Petition.

4. The payment due and owing to the Commonwealth under this Consent Petition shall be made by certified check, cashier's check, or money order, made payable to the "Commonwealth of Pennsylvania, Office of Attorney General," and forwarded to Debra Djupman Warring, Deputy Attorney General, Office of Attorney General, 1600 Arch Street, 3rd Floor, Philadelphia, Pennsylvania 19103.

5. The Commonwealth shall use the funds paid by Respondent as restitution pursuant to Section II.A.1.c to distribute funds to impacted consumers. The Commonwealth shall have sole discretion concerning the distribution of restitution funds. After the Commonwealth has completed the distribution of restitution funds to consumer, including making reasonable attempts to contact payees of uncashed checks and waiting a reasonable period of time not less than ninety (90) calendar days, all uncashed checks may be voided. Once such uncashed checks have been voided, any remaining funds in the restitution account (including any accrued interest) will be distributed to the Commonwealth to be deposited in an interest-bearing account from which both principal and interest shall be expended for public

protection and education purposes. After Respondent has made the Monetary Payment, Respondent shall no longer have any property right, title, interest, or other legal claim in any funds held in escrow. Within (30) days of all uncashed checks being voided, the Commonwealth shall provide Defendants with a report in the form of an Excel spreadsheet listing the following for each consumer that received restitution: (1) the full name and address of the consumer; and (2) the amount of restitution provided to the consumer.

6. In the event that Defendants violate any of the terms of this Consent Petition or fail to make any payments or installment payment within the time required under this Section II.B, Defendants shall be in default under the terms of this Consent Petition. In the event of a default by Defendants, the full amount of such required payments then outstanding and unpaid shall become immediately due and payable to the Commonwealth. The Commonwealth shall then have the right, at any time after the default of this Consent Petition, to execute upon the full amount of the above referenced judgments then unpaid and outstanding and enforce said amount of said judgments against Defendants.

C. Suspended Civil Penalty

An additional civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law is assessed against Defendants and in favor of the Commonwealth in the amount of fifty-five thousand and 00/100 Dollars (\$55,000.00) and shall be suspended at this time (herein referred to as the "Suspended Civil Penalty"), subject to the following:

1. Upon the issuance of a final order by the Court of Common Pleas of Philadelphia County or any court of competent jurisdiction finding that any of the Defendants are in default of any of the terms and conditions of this Consent Petition, the Suspended Civil Penalty and any other relief ordered by the Court, including any further civil penalties pursuant

to Section 201-8(a) of the Consumer Protection Law, shall become immediately due and payable by the Defendant who is found to be in default to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Philadelphia County or such court of competent jurisdiction against said Defendant and in favor of the Commonwealth, in the full amount of the Suspended Civil Penalty and any other relief ordered by the Court.

2. In the event that an additional Defendant or more than one of the Defendants are found to be in default of the terms and conditions of this Consent Petition, the Suspended Civil Penalty and any other relief ordered by the Court, including any further civil penalties pursuant to Section 201-8(a) of the Consumer Protection Law, shall become immediately due and payable by the Defendants who are found to be in default, jointly and severally, to the Commonwealth and a judgment shall be entered by the Court of Common Pleas of Philadelphia County or such court of competent jurisdiction against said Defendants, jointly and severally, and in favor of the Commonwealth, in the full amount of the Suspended Civil Penalty and any other relief ordered by the Court.

3. A default on the part of one or more of the Defendants shall include, but not be limited to, one or more of the Defendants defaulting on, failing to comply with, or in any way breaching or violating any of the terms, representations, conditions, agreements or requirements of this Consent Petition.

III. Release

Upon the Defendants' remittance of the entire Monetary Payment to the Commonwealth in accordance with Section II.B, the Commonwealth shall release and discharge Defendants Credit Exterminators, Inc., Earn Finance Company, LLC, Alakazam Apps, LLC, Casey Dana Olivera, Nakia D. Rattray, and Cassandra April Olvera (the "Released Defendants") from all civil claims related to the operation of Credit Exterminators, Inc., Earn Finance Company, LLC, and/or Alakazam Apps, LLC that the Commonwealth could have brought against the Released Defendants under the *Consumer Protection Law* and/or the *Credit Services Act* based on the Released Defendants' conduct prior to the Effective Date of this Consent Petition. Nothing contained in this paragraph shall be construed to limit the ability of the Commonwealth to

enforce the obligation of the Released Defendants under this Consent Petition. Nothing in this paragraph shall be construed to release any private right of action held by non-parties to the Consent Petition.

IV. Miscellaneous Terms

A. The "Effective Date" of this Consent Petition shall mean of this Consent Petition shall be the date upon which the Commonwealth executes the document and submits it to the Court for approval.

B. Time shall be of the essence with regards to Defendants' obligations hereunder.

C. Nothing in this Consent Petition shall prevent or restrict the use of this Consent

Petition by the Commonwealth in any action against Defendants for contempt or failure to comply with any of its provisions, or in the event that Defendants are in default of any of its terms and conditions. A default on the part of Defendants shall include any default or breach by Defendants of any of the terms or requirements of this Consent Petition. Nothing in this Consent Petition shall be construed to (i) exonerate any contempt or failure to comply with any of its provision after the Effective Date, (ii) compromise or limit the authority of the Commonwealth to initiate a proceeding for any contempt or other sanctions for failure to comply, or (iii) compromise the authority of the Court of Common Pleas of Philadelphia County or any other court of competent jurisdiction to punish as contempt any violation of this Consent Petition.

D. Nothing in this Consent Petition shall be construed to limit the authority of the Commonwealth to protect the interests of the Commonwealth or the people of the Commonwealth of Pennsylvania.

E. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder.

F. Defendants further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Consent Petition.

G. Defendant Casey Dana Olivera, as an officer of Defendant, Credit Exterminators, Inc., hereby states that she is authorized to enter into and execute this Consent Petition on behalf of Defendant, Credit Exterminators, Inc.

H. Defendant Casey Dana Olivera, as a managing member of Defendant, Earn Finance Company, LLC, hereby states that she is authorized to enter into and execute this Consent Petition on behalf of Defendant, Earn Finance Company, LLC.

I. Defendant Casey Dana Olivera, as a managing member of Defendant, Alakazam Apps, LLC, hereby states that she is authorized to enter into and execute this Consent Petition on behalf of Defendant, Alakazam Apps, LLC.

J. Except as set forth in Section III above, nothing contained in this Consent Petition shall be construed to waive any right of action by any consumer, person or entity or by any local, state, federal or other governmental entity.

K. The Court of Common Pleas of Philadelphia County shall maintain jurisdiction over the subject matter of this Consent Petition and over Defendants for purpose of enforcement of this Consent Petition and/or the Final Decree or Order accompanying it.

L. This Consent Petition may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

M. Defendants understand and agree that if Defendants have made any false statement in this Consent Petition that such statement is made pursuant to and under penalty of 18 Pa.C.S.A. § 4904 relating to unsworn falsifications to authorities.

N. The Commonwealth and Defendants hereby stipulate that the Order of Court to be issued pursuant to this Consent Petition shall act as a permanent injunction issued under Section 201-4 of the Consumer Protection Law, and, that, subject to the specific terms and conditions stated in this Consent Petition, breach of any of the terms of this Consent Petition or of the Order accompanying it shall be sufficient cause for the Commonwealth, through the Office of Attorney General, to seek penalties or sanctions as provided in Sections 201-8 and 201-9 of the Consumer Protection Law or any other relief as the Court shall determine.

O. This Consent Petition sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

P. The parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent upon it and the agreements contained herein being approved by the Court of Common Pleas of Philadelphia County.

Q. Any and all notices, requests, consents, directives, or communications sent to the Defendants or the Commonwealth pursuant to this Consent Petition shall be sent by a nationally recognized overnight courier service (no receipt signature shall be required) and by email (if the party has provided a current e-mail address to the other parties as indicated herein below) to the following:

For the Commonwealth:

Pennsylvania Office of Attorney General
Attention: Debra Djupman Warring
1600 Arch Street, Suite 300
Philadelphia, PA 19103

For Defendants:

Michael van der Veen, Esquire
Abigail Cohen, Esquire
Van der Veen, Hartshorn & Levin
1219 Spruce Street
Philadelphia, PA 19107

Joel Fishbein, Esquire
Litchfield Cavo LLP
1515 Market Street, Suite 1220
Philadelphia, PA 19102

Any party may designate a different individual to receive the notices required to be sent by sending written notification to the other parties at least thirty (30) days before such change will occur identifying that individual by name and/or title and mailing address.

WHEREFORE, without trial or adjudication of the facts or law herein between the parties to this Consent Petition, Defendants agree to the signing of this Consent Petition and this Court hereby orders that Defendants shall be permanently enjoined from breaching any and all of the aforementioned provisions, and this Consent Petition resolves any and all civil claims under the Consumer Protection Law, between the Commonwealth of Pennsylvania, by its Attorney General, and Defendants arising from the specific allegations in the aforementioned Complaint, which occurred prior to the Effective Date of this Consent Petition, except for those rights expressly reserved herein by said parties to this action.

WE HEREBY consent to the terms set forth in this Consent Petition for Final Decree

and submit the same to this Honorable Court for the making and entry of a Final Decree or Order of the Court on the dates indicated herein below.

[SIGNATURES ON FOLLOWING PAGES]

FOR THE PLAINTIFF:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
Attorney General

Date: 9/12/2023

By: Debra Djupman Warring
Debra Djupman Warring
Senior Deputy Attorney General
Attorney I.D. #206437
Pennsylvania Office of Attorney General
1600 Arch Street, Suite 300
Philadelphia, Pennsylvania 19103
Attorney for Plaintiff

FOR THE DEFENDANTS:

CREDIT EXTERMINATORS, INC.

Date: 9/5/23

By: Casey Dana Olivera
CASEY DANA OLIVERA
Officer of Credit Exterminators, Inc.

EARN FINANCE COMPANY, LLC

Date: 9/5/23

By: Casey Dana Olivera
CASEY DANA OLIVERA
Member of Earn Finance Company, LLC

ALAKAZAM APPS, LLC

Date: 9/5/23

By: Casey Dana Olivera
CASEY DANA OLIVERA
Member of Alakazam Apps, LLC

Date: 9/5/23

Casey Dana Olivera
CASEY DANA OLIVERA, individually

Date: 9/5/23

Nakia D. Rattray
NAKIA D. RATTRAY, individually

Date: 9/5/23

Cassandra April Olivera
CASSANDRA APRIL OLIVERA, individually

Date: _____

Michael van der Veen, Esquire
Abigail Cohen, Esquire
Van der Veen, Hartshorn & Levin
1219 Spruce Street
Philadelphia, PA 19107
Counsel for Defendants

Date: _____

Joel Fishbein, Esquire
Litchfield Cavo LLP
1515 Market Street, Suite 1220
Philadelphia, PA 19102
Counsel for Defendants

Date: 8/9/2023

DocuSigned by:
Casey Olivera
CASEY DANA OLIVERA, individually

Date: 8/9/2023

DocuSigned by:
Nakia Rattray
NAKIA D. RATTRAY, individually

Date: 8/9/2023

DocuSigned by:
Cassandra Olivera
CASSANDRA APRIL OLIVERA, individually

Date: 8-10-23

Michael van der Veen, Esquire
Abigail Cohen, Esquire
Van der Veen, Hartshorn & Levin
1219 Spruce Street
Philadelphia, PA 19107
Counsel for Defendants

Date: 8/10/23

Joel Fishbein, Esquire
Litchfield Cavo LLP
1515 Market Street, Suite 1220
Philadelphia, PA 19102
Counsel for Defendants

RESOLUTION OF THE BOARD OF DIRECTORS
OF
CREDIT EXTERMINATORS, INC.

The Directors of Credit Exterminators, Inc., met on the 9th day of August, 2023,
and approved the following resolution:

RESOLVED, that Casey Dana Olivera, as an officer of Credit Exterminators, Inc., is hereby authorized and empowered on behalf of Credit Exterminators, Inc. to enter into a Consent Petition for Final Decree, with the Commonwealth of Pennsylvania, in the case of *Commonwealth v. Credit Exterminators, Inc., et al.*, Court of Common Pleas, Philadelphia County, November 2021, No. 384, upon the terms and conditions contained in the proposed Consent Petition for Final Decree attached hereto and made a part hereof.

Filed with and attested to by the Secretary of the LLC, this 9th day of August,
2023.

DocuSigned by:
Casey Olivera
A4C19FB80750414...
Secretary

RESOLUTION OF THE BOARD OF DIRECTORS
OF
EARN FINANCE COMPANY, LLC

The Members and/or Officers of Earn Finance Company, LLC, met on the 9th day of August, 2023, and approved the following resolution:

RESOLVED, that Casey Dana Olivera, as a member of Earn Finance Company, LLC, is hereby authorized and empowered on behalf of Earn Finance Company, LLC to enter into a Consent Petition for Final Decree, with the Commonwealth of Pennsylvania, in the case of *Commonwealth v. Credit Exterminators, Inc., et al.*, Court of Common Pleas, Philadelphia County, November 2021, No. 384, upon the terms and conditions contained in the proposed Consent Petition for Final Decree attached hereto and made a part hereof.

Filed with and attested to by the Secretary of the LLC, this 9th day of August, 2023.
~~2018~~

DocuSigned by:
Casey Olivera
78C3257890759414...
Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
ALAKAZAM APPS, LLC**

The Members and/or Officers of Alakazam Apps, LLC, met on the 9th day of August, 2023, and approved the following resolution:

RESOLVED, that Casey Dana Olivera, as a member of Alakazam Apps, LLC, is hereby authorized and empowered on behalf of Alakazam Apps, LLC to enter into a Consent Petition for Final Decree, with the Commonwealth of Pennsylvania, in the case of *Commonwealth v. Credit Exterminators, Inc., et al.*, Court of Common Pleas, Philadelphia County, November 2021, No. 384, upon the terms and conditions contained in the proposed Consent Petition for Final Decree attached hereto and made a part hereof.

Filed with and attested to by the Secretary of the LLC, this 9th day of August, 2023.

DocuSigned by:
Casey Olivera
A4C49E8B0758444...
Secretary

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

COMMONWEALTH OF PENNSYLVANIA	:	
BY Attorney General MICHELLE HENRY,	:	
	:	
Plaintiff,	:	November Term 2021
	:	
v.	:	No. 000384
	:	
CREDIT EXTERMINATORS, INC.; EARN	:	
FINANCE COMPANY, LLC; ALAKAZAM	:	
APPS, LLC;	:	
CASEY DANA OLIVERA A/K/A DANA CHANEL,	:	
Individually, and as a managing member of	:	
Earn Finance Company, LLC, and Alakazam Apps,	:	
LLC, and corporate officer of Credit	:	
Exterminators, Inc.;	:	
NAKIA D. RATTRAY, individually, and as	:	
managing member of Alakazam Apps, LLC;	:	
CASSANDRA APRIL OLIVERA, individually	:	
and as a managing member of Earn Finance	:	
Company, LLC and corporate officer	:	
of Credit Exterminators, Inc.,	:	
	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I, Debra Djupman Warring, Deputy Attorney General, do hereby certify that a true and correct copy of the foregoing Consent Petition for Final Decree was served upon the following via first class mail, postage prepaid, on the date noted below:

Michael van der Veen, Esquire
Abigail Cohen, Esquire
Van der Veen, Hartshorn & Levin
1219 Spruce Street
Philadelphia, PA 19107
Counsel for Defendants

Joel Fishbein, Esquire
Litchfield Cavo LLP

1515 Market Street, Suite 1220
Philadelphia, PA 19102
Counsel for Defendants

Date: *September 12, 2023*

By: */s/ Debra Djupman Warring*
Debra Djupman Warring
Counsel for Plaintiff