

IN THE CARBON COUNTY COURT OF COMMON PLEAS
CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA,	:	
by ATTORNEY GENERAL	:	
MICHELLE A. HENRY	:	
Plaintiff,	:	Case No.: 23-CV-2623
	:	
v.	:	
	:	
SPLIT ROCK INVESTMENTS, LLC	:	
	:	
and	:	
	:	
SCH USA, LLC, doing business as	:	
BEL AIR OWNER'S CIRCLE	:	
Defendants.	:	

ORDER

AND NOW, this _____ day of _____, 2024, the attached *Consent Petition for Final Decree*, agreed to by all parties, the Plaintiff, Office of Attorney General, by Attorney General Michelle A. Henry, and Defendants, Split Rock Investments, LLC and SCH USA, LLC, doing business as “Bel Air Owner’s Circle,” is hereby entered as the **ORDER** and **FINAL DECREE** of this Honorable Court.

Date: _____, J.

IN THE CARBON COUNTY COURT OF COMMON PLEAS
CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA,	:	
by ATTORNEY GENERAL	:	
MICHELLE A. HENRY	:	
Plaintiff,	:	Case No.: 23-CV-2623
	:	
v.	:	
	:	
SPLIT ROCK INVESTMENTS, LLC	:	
	:	
and	:	
	:	
SCH USA, LLC, doing business as	:	
BEL AIR OWNER'S CIRCLE	:	
Defendants.	:	

CONSENT PETITION FOR FINAL DECREE

AND NOW, comes the Commonwealth of Pennsylvania by Attorney General Michelle A. Henry (“Commonwealth” and/or “Plaintiff”), whom filed a Complaint, pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.*, (“Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of trade or commerce, declared unlawful by Section 201-3 of the Consumer Protection Law, as more fully set forth in the Complaint; and hereby brings this joint *Consent Petition for a Final Decree* as to all parties (“Consent Petition”) and, in support thereof, states the following:

THE PARTIES

WHEREAS, Plaintiff is the Commonwealth of Pennsylvania by Attorney General Michelle A. Henry, with offices located at 15th Floor, Strawberry Square, Harrisburg, Dauphin County, Pennsylvania 17120;

WHEREAS Split Rock Investments, LLC (“Split Rock” and/ or collectively one of the Defendants), is a Delaware Limited Liability Company, registered as a foreign entity with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Corporations Bureau”), with a principal place of business at 428 Moseywood Road, Lake Harmony, Carbon County, Pennsylvania, 18624;

WHEREAS, at all times relevant and material hereto, Split Rock owns certain land and improvements to the land located at Lake Harmony (“Property”);

WHEREAS, SCH USA, LLC (“SCH” and/ or collectively one of the Defendants), is a Delaware Limited Liability Company, registered as a foreign entity with the Corporations Bureau, with a principal place of business at 428 Moseywood Road, Lake Harmony, Carbon County, Pennsylvania, 18624;

WHEREAS, SCH is the registered Owner of the Fictitious name “Bel Air Owner’s Circle,” as registered with the Pennsylvania Corporations Bureau;

WHEREAS, Defendants engage in trade and commerce within the Commonwealth of Pennsylvania, as defined by Section 201-2(3) of the Consumer Protection Law, 73 P.S. § 201-2(3), by owning and operating a resort located at Lake Harmony in Carbon County, Pennsylvania (“Resort”);

WHEREAS, SCH, is the operating entity at the Resort;

BACKGROUND

WHEREAS, the Commonwealth filed an eight (8) count Complaint against the Defendants on December 7, 2023, in the Court of Common Pleas of Carbon County, the allegations and all defined terms of which are incorporated herein by reference (“Complaint”);

WHEREAS, at all times relevant and material hereto, the Resort provides lodging and recreational, entertainment facilities and amenities for members of the public and consumers that purchased Timeshares at the Resort;

WHEREAS, the Resort consists of two (2) separate lodging buildings namely, Willowbrook and Galleria;¹

WHEREAS, Split Rock purchased the Resort and the existing vacation membership plans (“Timeshares”) on or about October 2020 and incorporated the Resort as part of its “Bel Air Collection” brand;

WHEREAS, most of the Timeshares were purchased prior to the date in which Defendants acquired ownership and operation of the Resort;

WHEREAS, consumers that purchased Timeshares (“Timeshare Owner(s)”) were provided with a license to utilize the Resort (“Vacation License”);

WHEREAS, Timeshare Owners may utilize the Vacation License during the designated time period (“Season”) in which they purchased;

WHEREAS, the terms and conditions for the use of the Timeshare were contained in documents titled “Vacation Reservation Agreement” and “Disclosure Statement”;

¹ The December 7, 2023, Complaint referenced a lodging building named “Westwood.” Westwood is a Condominium Complex in Lake Harmony, Pennsylvania. Defendants’ own interval interest in Westwood. The Condominiums are managed by the Westwood Condominium Association, Inc., a Pennsylvania Corporation, in Lake Harmony, Pennsylvania. Defendants have no authority or control over Westwood Condominium Association, Inc.

WHEREAS, each accommodation is based upon what the Timeshare Owner purchased. Accommodations refer to (1) the accommodation selected *i.e.* Willowbrook and /or Galleria , (2) the type of unit purchased *i.e.* one or two bedroom unit, and (3) the Season selected (“Accommodation(s)”);

WHEREAS, the Vacation Reservation Agreement guaranteed Timeshare Owners that the Resort will make available the Accommodation Type purchased, during the Season selected, if the Timeshare Owner provides at least sixty (60) days in advance;

WHEREAS, pursuant to the terms of the Vacation Reservation Agreement, Timeshare Owners are required to pay maintenance fees to utilize the Vacation License;

WHEREAS, the Vacation Reservation Agreement defines maintenance fee as: “The ‘maintenance fee’ is the charge you, and all other purchasers, must pay each year to cover the expenses of insuring and maintaining the [] Units, personal property and certain other common expenses” (“Maintenance Fee”);²

WHEREAS, the Vacation Reservation Agreement provides that “maintenance fees will be kept and maintained in a separate escrow account”... and that the “funds in that account will not be co-mingled with any [] other money and will be applied only to those expenses which may be properly charged against the maintenance fee”³

WHEREAS, the Vacation Reservation Agreement provides that the Maintenance Fees are calculated by one of two methods: cost of living adjustment or actual maintenance costs;⁴

WHEREAS, the Vacation Reservation Agreement states that regardless of the calculation

² See page 7 of Exhibit B of the Complaint.

³ See page 6 Exhibit B of the Complaint.

⁴ See pages 5-6 of Exhibit B.

formula used, whether it is cost of living adjustment or actual maintenance costs, “In no event will the maintenance fee increase by more than 7.5% of the previous year’s fee using either the Consumer Price Index or actual costs;”⁵

WHEREAS, Timeshare Owners have use of all recreational facilities (“Facilities”) which are open to the general public and/or guests of the Resort subject to the terms of the Timeshare Owners’ Disclosure Statement and Vacation Reservation Agreement;⁶

WHEREAS, the Vacation Reservation Agreement provides that a usage fee for use of the Facilities (“Usage Fee”) may be imposed;

WHEREAS, upon conducting an investigation into Defendants’ business practices, the Commonwealth’s Complaint alleged that Defendants engaged in unfair and deceptive business practices in violation of the *Consumer Protection Law* and the Pennsylvania *Fair Credit Extension Uniformity Act*, 73 P.S. §§ 2270, *et seq.* (“*FCEUA*”);

WHEREAS, Defendants dispute that Defendants business practices constitute unfair and deceptive business practices in violation of the *Consumer Protection Law* and *FCEUA*;

WHEREAS, Defendants are desirous of complying with the laws of the Commonwealth and the provisions of this Consent Petition, and without any admission of wrongdoing, have executed this Consent Petition with the intent that, upon approval of the Court of Common Pleas of Carbon County, its provisions shall constitute the provisions of a Final Decree or Order of this Court with respect to the above-captioned matter;

⁵ See page 6 of Exhibit B of the Complaint.

⁶ The Disclosure Statement provides the following Facilities: ski slope, tennis courts, racquetball courts, lake boating, canoes, rowboats, sailboats, motorboats, paddle boats, bicycle rentals, movie theatre, bowling alley/arcade, miniature golf, 27-hole golf course, basketball, softball, volleyball, & soccer, hiking trails, archery & shuffleboard, outdoor ice skating, sled riding, indoor & outdoor swimming pools, use of beach & swimming lagoon, bocce courts, internet access etc.

WHEREAS, upon approval of the Court of Common Pleas of Carbon County, the parties intend and agree that this Consent Petition constitutes a settlement of the pending above-captioned civil action and the parties to this Consent Petition accept this as a settlement in lieu of proceeding in the above-referenced case; and

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.

SETTLEMENT TERMS

NOW THEREFORE, for good and valuable consideration, including the agreement of the Commonwealth as stated herein, Defendants agree for themselves, their successors, assignees, agents, officers, directors, employees, representatives, executors, administrators and all other persons acting on their behalf, directly or through any corporate or other device as follows:

I. The above stated recitals are incorporated herein and made part hereof as though fully set forth.

II. Injunctive and Affirmative Relief

Upon the “Effective Date” of this Consent Petition, Defendants and their successors, assignees, transferees, officers, directors, agents, servants, employees, representatives, and all other persons or entities acting on Defendants’ behalf and/or in active concert or participation with Defendants, shall be permanently and forever enjoined, restrained and bound from directly or indirectly engaging in the prohibited practices set forth herein and are further required to satisfy the affirmative requirements set forth herein:

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. Representing that goods or services have sponsorship or approval characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v);
2. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another, 73 P.S. § 201-2(4)(vii);
3. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, 73 P.S. §201-2(4)(xiv); and
4. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. §201-2(4)(xxi).

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

1. A creditor shall not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, a debt collector, the attorney of the debt collector or the attorney of the creditor, 73 P.S. § 2270.4(b)(3);
2. A creditor may not engage in any conduct the natural consequence of which is to harass, oppress or abuse any person in connection with the collection of a debt, 73 P.S. § 2270.4(b)(4)(iv);
3. A creditor may not use any false, deceptive or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:
 - a) The threat to take any action that cannot legally be taken or that is not intended to be taken, 73 P.S. § 2270.4(b)(5)(v); and
 - b) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer, 73 P.S. § 2270.4(b)(5)(x).

C. Defendants shall provide Timeshare Owners with the contracted-for Accommodation Type purchased, unless otherwise agreed to by the Timeshare Owner.

D. Defendants shall abide by all terms and conditions of the Vacation Reservation Agreements, along with any additional Timeshare Agreements in which Timeshare Owners entered into upon purchasing the Timeshare including, but not limited to:

1. Should Defendants utilize their option to charge actual maintenance and other expenses in calculating an Annual Maintenance Fee, with such actual costs as defined in the Timeshare Agreement, Defendants shall submit to the Timeshare Owners a proposed budget covering actual projected maintenance expenses for the following year devoted to timeshare occupancy consistent with the Timeshare Agreements and Disclosure Statements;
2. Should Defendants utilize the cost of living adjustment based on the Consumer Price Index, Defendants shall adjust the Maintenance Fees based on the U.S. Bureau of Labor Statistics for the area closest to Lake Harmony, Pennsylvania consistent with the Timeshare Agreements and Disclosure Statements;
3. Defendants shall deposit all Maintenance Fees into a separate account in an FDIC bank, and the funds in that account will not be co-mingled with any other money and will be applied to pay for the maintenance of the units consistent with the Timeshare Agreements and Disclosure Statements;
4. Defendants are enjoined from increasing Timeshare Owner's Maintenance Fees by more than 7.5% of the previous year's fee using either the Consumer Price Index or actual cost methods consistent with the Timeshare Agreements and Disclosure Statements;
5. Defendants shall enforce and honor any and all provisions related to Facilities usage consistent with the Timeshare Agreements and Disclosure Statements; and
6. Defendants shall enforce and honor any and all provisions related to transfers of Vacation License Rights consistent with the Timeshare Agreements and Disclosure Statements.

E. Defendants are enjoined from requiring Timeshare Owners to pay a fee other than the Maintenance Fee as a condition for the Timeshare Owner to reserve their week and check-in to their Timeshare.

F. Defendants are enjoined from charging Timeshare Owners a Usage Fee for Facilities as a condition for the Timeshare Owner to reserve their week and check-in to their Timeshare at the Resort for which use charges are customarily imposed pursuant to the Disclosure Statement and Vacation Reservation Agreement.

G. Defendants shall only charge Timeshare Owners a Usage Fee when the Timeshare Owner expressly states they wish to use the Facilities which requires a Usage Fee during their week. Timeshare Owners who do not pay a Usage Fee will not have access to the Facilities which require a Usage Fee unless and until such fee is paid.

H. Defendants are enjoined from charging Timeshare Owners additional Maintenance Fees that do not comply with the Vacation Reservation Agreement.

I. Defendants are enjoined from charging Timeshare Owners illegal taxes including, but not limited to, foreign or service taxes.

J. Defendants are enjoined from charging deceased Timeshare Owners, or their heirs and estate, Maintenance Fees, or seek collection of such fees for any period after receiving notice of the death of a Timeshare Owner, unless otherwise a surviving Timeshare Owner exists. Upon notice to the Defendants of a Timeshare Owner's death, Defendants shall terminate the Timeshare Agreement of the deceased Timeshare Owner and provide notice in writing, unless otherwise a surviving Timeshare Owner exists or any heirs of the deceased Timeshare Owner wishes to assume ownership of the Timeshare, wherefore, such transfer shall not be unreasonably withheld by Defendants.

K. Defendants are enjoined from using deceptive or misleading advertisements including, but not limited to, advertisements for services and benefits which do not exist.

III. MONETARY RELIEF

A. Upon execution of this Consent Petition, Defendants hereby acknowledge and agree to pay the amount of **THREE HUNDRED FIVE THOUSAND and 00/100 DOLLARS (\$305,000.00)** (“Required Payment”) in favor of the Commonwealth consisting of the following:

1. **Restitution**: Defendants hereby acknowledge and agree to pay **TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$250,000.00)** (“Restitution Funds”) to be used for refunds of Resort Fees paid by Timeshare Owners to Defendants from October 30, 2020 through the “Effective Date” of this Consent Petition, as set forth below in Paragraph III (B).
2. **Costs**: Defendants hereby acknowledge and agree to pay the amount of **FIFTY THOUSAND and 00/100 Dollars (\$50,000.00)** (“Costs”), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.
3. **Civil Penalties**: Defendants hereby acknowledge and agree to pay **FIVE THOUSAND and 00/100 Dollars (\$5,000.00)** (“Civil Penalties”) which shall be allocated as civil penalties, which shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury.

B. RESTITUTION ADMINISTRATION

1. **Restitution Options** - Timeshare Owners shall have the option of either (a) receiving a cash refund, in the form of a check (“Cash”), up to the amount of the Resort Fee paid by the Timeshare Owner from a previous stay, or (b) a credit of

120% (“Credit”) of the Resort Fee previously paid to be applied towards future use of the Facilities. For purposes of administering the option for Timeshare Owners who elect the Credit option towards the total Restitution Fund, only the amount of the Resort Fee previously paid (i.e. 100%) shall be deducted from the Restitution Fund, and the additional 20% credit shall not be deducted from the Restitution Fund.

2. **Eligibility** – To be eligible for Restitution, Timeshare Owners must sign an affidavit affirming that they were: (a) required to pay and actually paid a Resort Fee in order to make a reservation pursuant to their Timeshare Agreement or in order to check-in for their stay; (b) the Timeshare Owner did not use the Facilities covered by said Resort Fee; and (c) file a consumer complaint or claim form with the Commonwealth within six (6) months of the “Effective Date” of this Consent Petition. Timeshare Owners who previously filed consumer complaints with the Commonwealth against Defendants regarding the payment of the Resort Fee shall not be required to file a new consumer complaint with the Commonwealth, but shall be required to execute an affidavit as referenced set forth herein above to qualify for either restitution option. Any consumer complaint received by the Commonwealth or Defendants that is postmarked before the six (6) months after the Consent Petition is filed, shall be deemed timely. Copies of any complaints or requests made directly to Defendants shall immediately be forwarded to the Commonwealth to:

Office of Attorney General
Bureau of Consumer Protection
Strawberry Square, 15th Floor
Harrisburg, PA 17120

3. **Restitution Administration** – Should the Timeshare Owner opt for the Cash option of the Resort Fee, payment of said Restitution shall be within the sole discretion of the Commonwealth. The amount, manner and timing of distribution of restitution funds shall be within the sole discretion of the Commonwealth. Defendants will provide verification of the name of the Timeshare Owner, existing and valid account number and amounts claimed as resort fees previously paid to Defendants. Upon issuance a Final Order, Defendants shall designate a representative as a single point of contact for the Commonwealth to receive and transmit information in this process. Notwithstanding, and regardless of the number of claims received by the Commonwealth, Defendants shall not be liable for or pay restitution for any amount over or beyond the TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$250,000.00) provided for in Paragraph III(A)(1) above. Restitution Funds shall be available for six (6) months from the Effective Date of this Consent Petition. Upon completion of the six (6) months, restitution eligibility of the Resort Fee shall extinguish and the Commonwealth shall return any remaining funds to the Defendants. The Commonwealth shall return any remaining funds to the Defendants the earlier of which occurs first: (a) within 180 days, should any Restitution checks remain un-cleared and/or un-cashed, or (b) within 60 days from the date in which all Restitution checks are cleared and/or cashed.

4. **Reporting Requirement of the Parties:** During the six (6) month term of the Restitution Funds, the Commonwealth will provide Defendants with a monthly report which includes a copy of the following: (a) consumers' complaints (if

applicable), (b) executed affidavits including the Timeshare Owner's account number and any additional documentation provided by the Timeshare Owner to the Commonwealth, (c) a list of refunds distributed to Timeshare Owners, and (d) a list of Timeshare Owners who elect to receive a Resort Fee in the form of a Credit for future use of the Facilities. Within Ten (10) days of receipt of the monthly list of Timeshare Owners who submitted affidavits to the Commonwealth, Defendants shall verify that: 1) each affidavit was executed by an eligible Timeshare Owner; and 2) each Timeshare Owner in-fact paid Defendants the Resort Fee documented by the Timeshare Owner's affidavit. For Timeshare Owners who opt for the Credit option, Defendants shall provide the Commonwealth with written proof of the Credits applied to Timeshare Owners' accounts for future use of the Facilities within Ten (10) days of receipt of the monthly list of Timeshare Owners.

C. **FORM OF PAYMENT-** All payments made by Defendants to the Commonwealth, pursuant to this Consent Petition, shall be in the form of a certified check, cashier's check, wire, or money order made payable to the "Commonwealth of Pennsylvania, Office of Attorney General" and shall be forwarded to Merna T. Hoffman, Senior Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

IV. RELEASE

Upon the Effective Date, the Commonwealth of Pennsylvania, Office of Attorney General shall release and discharge Defendants from all civil claims that the Commonwealth of Pennsylvania, Office of Attorney General could have brought against Defendants in Docket No. Case No.: 23-CV-2623 and the officers, directors, or employees of Defendants under the *Unfair*

Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.* and the Pennsylvania *Fair Credit Extension Uniformity Act*, 73 P.S. §§ 2270, *et seq.* based on Defendants' conduct prior to the Effective Date. Nothing contained in this paragraph shall be construed to limit the ability of the Commonwealth of Pennsylvania, Office of Attorney General to enforce the obligations of Defendants under this Consent Petition. Further, nothing contained in this Consent Petition shall be construed to waive or limit any right of action by any consumer, person or entity or by any local, state, federal or other governmental entity.

V. MISCELLANEOUS TERMS

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

B. 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 provision of this Consent Petition, or in the event that Defendants are in default of any of the terms and conditions of this Consent Petition. 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 provisions after the Effective Date, as defined herein below; (ii) compromise or limit the Commonwealth's authority 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 Carbon County or any other court of competent jurisdiction to punish as contempt any violation of this Consent Petition. Further, 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.

C. The “Effective Date” of this Consent Petition shall mean the date that this Consent Petition is approved by the Court of Common Pleas of Carbon County and entered as the Order and Final Decree of this Court.

D. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder, and the Commonwealth hereby reserves the right to attempt to execute upon the above-referenced judgments as many times as is necessary in order to obtain full payment of said judgments.

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

F. The undersigned Carlos Rodolfo de Alba as Senior Corporate Counsel of Split Rock Investments, LLC, hereby states that he is authorized to enter into and execute this Consent Petition on behalf of Split Rock Investments, LLC.

G. The undersigned Carlos Rodolfo de Alba, as Senior Corporate Counsel, of SCH USA, LLC, doing business as “Bel Air Owner’s Circle,” hereby states that he is authorized to enter into and execute this Consent Petition on behalf of SCH USA, LLC, as registered owner of the Pennsylvania registered Fictitious Name “Bel Air Owner’s Circle.”

H. The Commonwealth and Defendants hereby stipulate that the Order of Court to be issued pursuant to this Consent Petition for Final Decree 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, by its Attorney General, to seek penalties as provided in Section 201-8 of the Consumer Protection Law and any

other relief that the Court deems necessary and proper, up to and including forfeiture of the right to engage in trade or commerce in the Commonwealth of Pennsylvania.

I. The Court of Common Pleas of Carbon County shall maintain jurisdiction over the subject matter of this Consent Petition and over Defendants for purposes of enforcement of this injunction, Consent Petition and/or the Order accompanying it.

J. Defendants understand that if they made any false statement or representation to the Commonwealth, in or related to this Consent Petition, that such statement or representation is made pursuant to and under penalty of 18 P.S. § 4904 relating to unsworn falsifications to authorities.

K. 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.

L. The parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent upon this Consent Petition and/or the agreements contained herein being approved by the Court of Common Pleas of Carbon County and entered as a Final Decree.

M. 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 Final Decree may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

N. Defendants shall not represent or imply that the Commonwealth acquiesces in or approves of, Defendants' past or current business practices, efforts to improve practices or any future practices that Defendants may adopt.

O. Defendants shall not, directly or indirectly, form a separate entity or corporation for the purpose of engaging in acts prohibited by this Consent Petition or for the purpose of circumventing this Consent Petition.

NOW THEREFORE, without trial or adjudication of the facts or law herein between the parties to this Consent Petition for Final Decree, Defendants, Split Rock Investments, LLC and SCH USA, LLC, as registered owner of the Pennsylvania registered Fictitious Name "Bel Air Owner's Circle," 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.

WE HEREBY consent to 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.

WHEREFORE, intending to be legally bound, the parties have hereto set their hands and Seals.

{SIGNATURES ON THE FOLLOWING PAGE}

FOR THE PLAINTIFF:

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
MICHELLE A. HENRY
*Attorney General***

Date: *July 11, 2024*

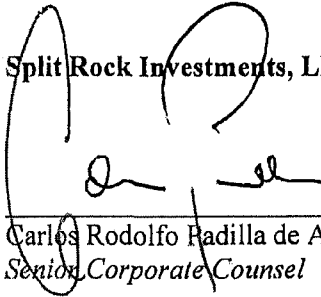
By: 

MERNA T. HOFFMAN
SENIOR DEPUTY ATTORNEY GENERAL
PA Attorney I.D. No. 312897
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Email: mhoffman@attorneygeneral.gov
Attorney for Plaintiff

FOR THE DEFENDANTS:

Split Rock Investments, LLC.

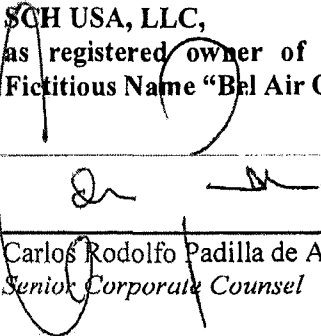
Date: June 17th 2024 By:



Carlos Rodolfo Padilla de Alba,
Senior Corporate Counsel

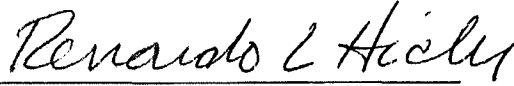
SCH USA, LLC,
as registered owner of the Pennsylvania Registered
Fictitious Name "Bel Air Owner's Circle"

Date: June 17th, 2024 By:



Carlos Rodolfo Padilla de Alba,
Senior Corporate Counsel

Date: June 18, 2024 By:



Renardo L. Hicks, Esq.
PA Attorney I.D. No. 40404
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
Email: rhicks@eckertseamans.com
Attorney for Defendants

IN THE CARBON COUNTY COURT OF COMMON PLEAS
CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA,	:	
by ATTORNEY GENERAL	:	
MICHELLE A. HENRY	:	
Plaintiff,	:	Case No.: 203-CV-2623
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SPLIT ROCK INVESTMENTS, LLC	:	
	:	
and	:	
	:	
SCH USA, LLC, doing business as	:	
BEL AIR OWNER'S CIRCLE	:	
Defendants.	:	

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

/S/ Merna Hoffman
Merna T. Hoffman
Deputy Attorney General

IN THE CARBON COUNTY COURT OF COMMON PLEAS
CIVIL ACTION

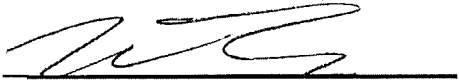
COMMONWEALTH OF PENNSYLVANIA,	:	
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SPLIT ROCK INVESTMENTS, LLC	:	
	:	
and	:	
	:	
SCH USA, LLC, doing business as	:	
BEL AIR OWNER'S CIRCLE	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I, MERNA T. HOFFMAN, do hereby certify that on the date set forth below the Consent Petition for Final Decree was served upon the following via E-mail as follows:

Bryce Beard, Esq.
Renardo L. Hicks, Esq.
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
bbeard@eckertseamans.com
rhicks@eckertseamans.com

Date: *July 11, 2024*

By: 
MERNA T. HOFFMAN
SENIOR DEPUTY ATTORNEY GENERAL
PA Attorney I.D. No. 312897
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: 717.787.9707
Email: mhoffman@attorneygeneral.gov
Attorney for Plaintiff