

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF
PENNSYLVANIA
by Attorney General DAVID W.
SUNDAY, JR.

Plaintiff,

v.

VISION PROPERTY MANAGEMENT,
LLC, VPM HOLDINGS, LLC, ALEX
SZKARADEK, ANTONI SZKARADEK,
ACM Vision V, LLC, ACP 1, LLC, ACP 3,
LLC, Alan Investments III, LLC, ALCA,
LLC, Archway Community Properties I,
LLC, Archway Community Properties II,
LLC, Archway Community Properties III,
LLC, Archway Community Properties IV,
LLC, Avalanche Holdings Company, LLC,
AXIS, LLC, BAT Holdings Eight, LLC,
BAT Holdings One, LLC, BAT Holdings,
LLC, BAT Holdings Two, LLC, BAT
Holdings Six, LLC, BAT Holdings Nine,
LLC, Boom SC, LLC, DS NEW, LLC,
DSV SPV 1, LLC, DSV SPV 2, LLC,
Jolek, LLC, Kaja Holdings 2, LLC, DSV
SPV 3, LLC, Kaja Holdings, LLC, M16S,
LP, M17S, LP, Mom Haven 14, LP,
National Housing Partners, LLC,
Newbridge Capital Funding LLC, One Pine
VIII, LLC, PF 1, LLC, PA SEVEN, LLC,
Panda, LLC, Pansy, LLC, PENNA, LLC,
REO Rancho, LP, RV Holdings Seven,
LLC, RV Holdings Two, LLC, RV
Holdings Four, LLC, RV Holdings Eight,
LLC, RV Holdings Three, LLC,
RV Holdings Eleven LLC, RVFM 1, LLC,
RVFM 11 Series, LLC, RVFM 12, LLC,
RVFM 13 Series, LLC, RVFM 2, LLC,
RVFM 3, LLC, RVFM 4 Series, LLC,
RVFM 5, LLC, RVFM 6, LLC, RVFM 8,
LLC, SP 1, LLC, VPM Realty, LLC

Defendants.

Case No. GD-19-014368

CIVIL ACTION

CODE 020—EQUITY

**CONSENT PETITION FOR FINAL
DECREE WITH DEFENDANT
ACM VISION V, LLC**

Counsel of Record for Plaintiff:

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DAVID W. SUNDAY, JR.

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VISION PROPERTY MANAGEMENT,
LLC, et al.

CONSENT PETITION FOR FINAL DECREE WITH ACM VISION V

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr. (“Commonwealth”), which filed a civil Complaint in the above captioned matter in the Court of Common Pleas of Allegheny County on October 10, 2019 (“Complaint”), against the above-referenced Defendants, alleging, among other things, violations of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“*Consumer Protection Law*”) and the *Loan Interest and Protection Law*, Act of January 30, 1974 (P.L. 13, No. 6) (the “*Loan Interest and Protection Law*”). Together with Defendant ACM Vision V, LLC (“ACM Vision V”), the Commonwealth states the following:

WHEREAS, the Commonwealth has offices located at 1251 Waterfront Place, Pittsburgh PA 15222;

WHEREAS, Defendant ACM Vision V (who is a party to this Consent Petition) maintains an address at 251 Little Falls Drive, Wilmington, DE 19808;

WHEREAS, the Complaint alleges that Defendants engaged in a nationwide scheme that deceptively and unfairly took advantage of low-income consumers in violation of the *Consumer Protection Law*, among other laws, including many Pennsylvania citizens;

WHEREAS, specifically the Complaint alleges that Defendants engaged low-income consumers in unlawful “Lease with Option to Purchase” contracts, installment land contracts, and other similar contracts relating to the lease and purchase of residential homes (collectively, “Consumer Contracts”);

WHEREAS, the Complaint outlines the methods, actions and processes allegedly utilized by Defendants in connection with Consumer Contracts in Pennsylvania, and alleges that such methods, actions, and processes of Defendants violated, among other laws, the *Consumer Protection Law and Loan Interest and Protection Law*;

WHEREAS, the Complaint seeks relief in the form of injunctive relief, restitution, civil penalties, costs, and such other relief as the Court deems appropriate;

WHEREAS, this Court entered an Order dated November 8, 2021, which included a default judgment against all Defendants except the Archway Defendants (as defined therein) and ACM Vision V;

WHEREAS, the November 8, 2021 Order was appealed by certain of the Defendants, who obtained a reversal of the November 8, 2021 order from the Commonwealth Court, and which Commonwealth Court opinion was the subject of a Petition for Allowance of Appeal that was granted by the Pennsylvania Supreme Court and then discontinued (due to a settlement with the certain appealing Defendants);

WHEREAS, on January 4, 2024, this Court entered a final decree and order with respect to a Consent Petition filed by the Commonwealth and the Archway Defendants, resolving all claims raised in the Complaint against the Archway Defendants;

WHEREAS, without admitting any of the allegations or conclusions alleged in the Complaint, ACM Vision V desires to resolve all controversies in this matter and bring closure and finality to the claims alleged therein with respect to ACM Vision V; and

WHEREAS, ACM Vision V and the Commonwealth (collectively, the Parties) have signed this Consent Petition for Final Decree (the "Consent Petition") with the intent that, upon approval of the Court, its provisions shall constitute the final decree, order and/or judgment of this Court and shall be binding and enforceable.

SETTLEMENT TERMS

NOW THEREFORE, for good and valuable consideration, including the agreement of the Commonwealth as stated herein, ACM Vision V agrees for itself, parents, subsidiaries, and divisions, together with all of its and their respective officers, directors, and members, successors, and assigns, and all other persons acting on its behalf, directly or indirectly through any corporate or other device, as follows:

I. Facts

- A. The Recitals are incorporated herein and made part hereof.
- B. ACM Vision V was formed in approximately 2014 to acquire performing Consumer Contracts that had been created, and were being managed by defendant Vision Property Management LLC and persons affiliated with Vision Property Management, LLC.

C. The total number of residential properties purchased in this manner by ACM Vision V and located in Pennsylvania is approximately 64, and the total number of Consumer Contracts entered into with respect to those properties is approximately 85.

D. On June 3, 2020, this Court entered a consent order filed by the Commonwealth and ACM Vision V pursuant to which, among other things, ACM Vision V agreed and was authorized to transfer the residential properties that remained under its ownership at that time in the Commonwealth of Pennsylvania, to the consumers who occupied or previously occupied those residential properties.

E. The June 3, 2020 consent order did not resolve all claims by the Commonwealth against ACM Vision V.

F. By the terms and conditions set forth below (the “Consent Decree,”) ACM Vision V and the Commonwealth agree to fully and finally resolve all remaining claims by the Commonwealth against ACM Vision V.

II. **Injunctive and Affirmative Relief**

G. ACM Vision V and the Released Parties (as defined in Part IV(L) below) are each forever enjoined and prohibited from directly or indirectly (as defined in Part IV(J) below) engaging or participating in any manner in any commercial transactions related to residential real estate located in the Commonwealth of Pennsylvania.

H. ACM Vision V and the Released Parties are hereby forever enjoined and prohibited from violating the *Consumer Protection Law*, and *Loan Interest and Protection Law*, specifically including but not limited to the sections of these laws referenced in the Complaint.

I. ACM Vision V will, upon request, from time to time, provide any information or documentation reasonably requested by the Commonwealth relating to the subject matter of the Complaint for so long as the instant litigation is ongoing. For example, to the extent reasonably requested by the Commonwealth, representatives of ACM Vision V will make themselves reasonably available to discuss matters relating to the Complaint and will provide documentation in their possession or under their control relating to the Complaint and/or Consumer Contracts entered into by ACM Vision V.

III. Monetary Relief

A. **Payment** – ACM Vision V acknowledges and agrees that it will pay the Commonwealth the total amount of Nine Hundred Ninety-two Thousand Dollars (\$992,000.00) (the “Payment”). Of this amount, Nine Hundred Thousand Dollars (\$900,000) is for consumer restitution to be paid pursuant to Section 201-4.1 of the *Consumer Protection Law* for consumers affected by the wrongs alleged in the Complaint (“Restitution”) and the remaining Ninety-two Thousand Dollars (\$92,000) to be paid to the Commonwealth of Pennsylvania, Office of Attorney General to reimburse costs of litigation and investigation and which shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes. Payment by ACM Vision V shall be made in accordance with Sections B and C below. The amount, timing, recipients, and manner of any distribution of Restitution to consumers shall be left to the sole discretion of the Commonwealth.

B. **Timing of Payment** –The Payment shall be delivered to the Commonwealth within five days of execution of this Consent Petition by ACM Vision V, to be held in escrow by the Commonwealth until the Effective Date, as defined herein. If

this Consent Petition is not approved by the Court of Common Pleas of Allegheny County and entered as an order and final decree, the payment shall be unconditionally returned to ACM Vision V within five days of the date upon which the Court's order declining such approval becomes final and unappealable.

C. **Method of Payment** – The Payment shall be made by certified check, cashier's check, or money order, and made payable to the Commonwealth of Pennsylvania, Office of Attorney General, and delivered to, 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222, c/o the undersigned Senior Deputy Attorney General on or before the date due hereunder. The Payment may alternatively be made by wire transfer, in accordance with instructions that will be provided by the Office of Attorney General upon request.

IV. Miscellaneous Terms

A. The Court of Common Pleas of Allegheny County shall have and maintain jurisdiction over the subject matter of this Consent Petition and over the Parties and the Released Parties for the purpose of enforcing its terms.

B. Nothing in this Consent Petition shall be construed to waive any individual right of action by any consumer or any local, state, federal, or other governmental entity, except as expressly set forth in Section L below.

C. *Time shall be of the essence with regards to the Parties' obligations hereunder.*

D. ACM Vision V agrees to execute and deliver all authorizations, documents and instruments that are necessary to carry out the terms and conditions of this

Consent Petition, whether required before, contemporaneous with or after the Effective Date, as defined herein.

E. ACM Vision V understands and agrees that if it has made any false statement in or related to this Consent Petition, such statement is made subject to penalty under 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities, if applicable in accordance with the provisions of such statute.

F. 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.

G. 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.

H. The Parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent upon this Consent Petition and the agreements contained herein being approved by the Court of Common Pleas of Allegheny County,

Pennsylvania and entered as a final decree, order and/or judgment on the docket of such Court.

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

J. The “Effective Date” of this Consent Petition shall be the date that the Consent Petition is approved by the Court of Common Pleas of Allegheny County and entered as a final decree, order and/or judgment. Use of the term “indirect” or “indirectly” herein shall mean through one or more intermediary persons or entities.

K. If any clause, provision, or section of this Consent Petition shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Petition and the Consent Petition shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section or other provision had not been contained herein.

L. Upon the Effective Date, and subject to the following sentence, the Commonwealth hereby releases ACM Vision V and its investors, subsidiaries, and affiliates, together with their respective officers and members (the “Released Parties”), from any and all claims or causes of action arising from or relating to the Consumer Contracts, its or their relationship with Vision Property Management LLC, and the allegations asserted in the Complaint. For the avoidance of doubt, the foregoing release is not intended to, and shall not, apply to or release any Defendants in this case (other than ACM Vision V), or any entities that were at any time owned or controlled in whole or in part, directly or indirectly, by Vision Property Management, LLC or Alexander or

Antoni Skzaradek (other than ACM Vision V), none of whom or which shall be
“Released Parties” as defined herein.

M. ACM Vision V agrees that any communication from the Commonwealth
to ACM Vision V as contemplated by this Consent Petition will be deemed to have been
validly delivered if sent by certified U.S. mail, return receipt requested, or by any
nationally recognized carrier by overnight mail to ACM Vision V at the address of its
counsel maintained by the Commonwealth.

NOW, THEREFORE, without trial or adjudication of the facts or law in this
matter, the Parties hereto agree to the Court’s signing and entering of a final decree, order
and/or judgment; and the Parties agree that this Consent Petition resolves any and all civil
claims among the Parties, as set forth in Part L above. Except as set forth in Part III(A)
above, each Party shall bear its own costs of this litigation.

WE HEREBY consent to this Consent Petition for Final Decree and submit it to
the Court for the making and entry of a final decree, order, and/or judgment of the Court
on the dates indicated below.

FOR THE PLAINTIFF:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
Attorney General

Date: 6/9/25

By:

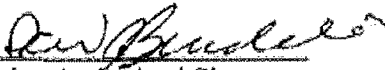


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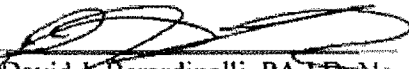
ACM VISION V, LLC:

Date: 5/14/25

By: 
Its: Authorized Signatory
(per corporate resolution)

COUNSEL FOR ACM VISION V

Date: 5/14/25

By: 
David J. Berardinelli, PA T.D. No. 79204
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ORDER

AND NOW, this _____ day of June, 2025, the attached Consent Petition for Final Decree, agreed to by the Plaintiff, Commonwealth of Pennsylvania and Defendant ACM Vision V, LLC is hereby entered as a final decree and order of this Court.

BY THE COURT:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Consent Petition for Final Decree was served on the following persons as set forth below on June 10, 2025:

By email:

Michael Beys (Chairman of the Board, FTE Networks, Inc.): mbeys@blmlp.com

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/s/ Susan A. Apel
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