

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

| | | |
|---|---|---------------------|
| COMMONWEALTH OF PENNSYLVANIA | : | |
| BY Attorney General DAVID W. SUNDAY, JR., | : | |
| | : | |
| Plaintiff, | : | December Term 2022 |
| | : | |
| v. | : | No. 01288 |
| | : | |
| MV REALTY PBC, LLC, d/b/a | : | CIVIL ACTION-EQUITY |
| MV REALTY OF PENNSYLVANIA, LLC, and | : | |
| AMANDA J. ZACHMAN, | : | |
| | : | |
| Defendants. | : | |
| | : | |

CONSENT PETITION FOR FINAL DECREE

AND NOW, comes the Commonwealth of Pennsylvania, by the Attorney General David W. Sunday, Jr., (hereinafter “Commonwealth” and/or “Plaintiff”), which initiated an action against Defendants, MV Realty PBC, LLC d/b/a MV Realty of Pennsylvania, LLC (hereinafter “MV Realty” and/or “Defendant” and/or collectively as one of the “Defendants”) and Amanda Zachman, individually, and as a managing member of MV Realty (hereinafter “Zachman” and/or “Defendant” and/or collectively as one of the “Defendants”). 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, and the Commonwealth states the following:

WHEREAS, Plaintiff is the Commonwealth of Pennsylvania, acting by the Pennsylvania Attorney General David W. Sunday, Jr. with an office located at 1600 Arch Street, Suite 300, Philadelphia, Pennsylvania 19103.

WHEREAS, Defendant MV Realty PBC, LLC d/b/a MV Realty of Pennsylvania, LLC is a Pennsylvania limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations, with offices located at 1451 West Cyprus Creek Road, Suite 300, Fort Lauderdale, FL 33309.

WHEREAS, Defendant Amanda Zachman is an adult individual with a mailing address of 455 NE 5th Avenue, Suite D #287, Delray Beach, FL 33348. Zachman acts as an officer of Defendant MV Realty.

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, MV Realty began operating in Pennsylvania in 2020. To enlist homeowners to use its services for future home sales, MV Realty offered consumers an upfront cash incentive to agree to use MV Realty as their listing broker in the event they decided to sell their home during a given term. In order to receive the payment, homeowners signed MV Realty's Homeowner Benefit Agreement.

WHEREAS, MV Realty's Homeowner Benefit Agreement contains an early termination provision. The Commonwealth alleges that under the early termination provision, a homeowner is obligated to pay MV Realty three percent of the value of their home regardless of whether MV Realty ever provides real estate services to the homeowner. The Commonwealth alleges that MV Realty's interest in the Homeowner Benefit Agreement is secured by a mortgage on the homeowner's real estate.

WHEREAS, the Commonwealth alleges that Defendants MV Realty and Zachman misled Pennsylvania consumers regarding material terms of the Homeowner Benefit Agreement and

created extensive consumer confusion as to the consumer's obligations under the Homeowner Benefit Agreement.

WHEREAS, the Commonwealth alleges that Defendants MV Realty and Zachman failed to provide consumers with notice of contract cancellation rights as required by the *Consumer Protection Law*, 73 P.S. § 201-7(a).

WHEREAS, the Commonwealth alleges that Defendants MV Realty and Zachman signed contracts and mortgages under a business name that was not registered under the Pennsylvania *Fictitious Names Act*, 54 Pa. C. S. §§ 301-322 ("*Fictitious Names Act*").

WHEREAS, the Commonwealth alleges that Defendants MV Realty and Zachman engaged in unfair and deceptive practice in enforcement of the Homeowner Benefit Agreement, including misrepresenting the terms of the Homeowner Benefit Agreement to consumers and recording *lis pendens* to improperly create a cloud on consumers' real estate title.

WHEREAS, the Commonwealth alleges that Defendant Zachman approved, endorsed, authorized, formulated, directed, supervised, controlled, ratified, benefited from and/or otherwise participated in the acts and practices of Defendant MV Realty, 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 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 MV Realty and Zachman.

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.

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 are forever enjoined and prohibited from misleading consumers by using any business name that is not properly registered under Pennsylvania's *Fictitious Names Act*.

C. MV Realty shall take all reasonable steps to affirmatively cause the full and unconditional satisfaction, termination, and release of all Homeowner Benefit Agreements and associated mortgages recorded in the Commonwealth of Pennsylvania within the time set forth in this Consent Petition. Except as provided in Section I.D, *infra*, within thirty (30) days of the Effective Date of this Consent Petition (the "Compliance Period"), MV Realty shall submit for recording, at its own expense and without any further action required by the owner(s) of the affected property (the "Affected Homeowner"), the necessary satisfaction for each mortgage or other document recorded along with any required payment. The form and substance of the satisfaction is set forth in *Exhibit A* to this Consent Petition, and shall be modified only to include the identifying information for each real estate parcel and/or conform to county recording requirements.

D. In the event that any Pennsylvania county requires a homeowner signature or any other approval from a homeowner in order to record a mortgage satisfaction, MV Realty shall

make reasonable efforts to obtain such signature or approval within the Compliance Period. For all mortgage satisfactions falling within this provision, MV Realty shall, within thirty (30) days of receipt of the signature or approval from the Affected Homeowner, submit for recording, at its own expense, the necessary satisfaction for each mortgage or other document recorded along with any required payment.

E. In the event that any satisfaction submitted for recording is rejected, whether submitted under Section I.C or I.D of this Consent Petition, MV Realty shall work diligently to correct the filing and successfully record the satisfaction as soon as reasonably possible. Provided it is not subject to Section I.D because a homeowner signature or approval is required, MV Realty shall correct and resubmit any rejected satisfaction within thirty (30) days of receipt of notice of the rejected filing. MV Realty shall not be in default or violation of this this Consent Petition if any satisfaction is not recorded within thirty (30) days because the filing was rejected by the county recorder's office, so long as MV Realty works diligently to cure any deficiencies in the filing and successfully records the satisfaction as soon as reasonably possible thereafter.

F. At the time of execution of this Consent Petition, Defendant MV Realty shall provide to the Commonwealth the following information: (i) a list of all mortgage satisfactions it will file in Pennsylvania to comply with this Consent Petition, including the owner name, address, and county for each; (ii) the estimated recording fee for each satisfaction, and (iii) a certification signed by an officer of MV Realty that the company possesses sufficient funds to fully comply with the requirements of Section I.C of this Consent Petition.

G. Defendant MV Realty shall provide a copy of each satisfaction to counsel for the Commonwealth no later than ten (10) business days after its receipt of the recorded copy from the

respective county recorder's office. Each recorded release shall reflect the date upon which the document was recorded.

H. In the event that individual circumstances arise where a recorded satisfaction did not cause the full and unconditional release of any Homeowner Benefit Agreement and/or mortgage recorded in Pennsylvania, MV Realty shall file with the applicable county recorder any additional document(s) required to release the Homeowner Benefit Agreement and/or mortgage within thirty (30) days, or as soon as reasonably possible thereafter if MV Realty cannot prepare and/or file such additional documents within thirty (30) days despite its best efforts, of receiving a request from either the Commonwealth or the Affected Homeowner.

I. MV Realty agrees that it has no remaining claim or interest in the real property owned by any Affected Homeowner and further agrees that any contract alleged to have been signed by an Affected Homeowner with MV Realty is hereinafter void and unenforceable. Within forty-five (45) days of the Effective Date of this Consent Petition, Defendants shall send a letter to all Affected Homeowners advising of the cancellation of these contracts with the form language set forth in *Exhibit B* to this Consent Petition. Provided that MV Realty has received a recorded copy of the mortgage satisfaction, each letter shall enclose a recorded copy of the mortgage satisfaction recorded on the Affected Homeowner's property. If MV Realty has not yet received a recorded copy of the mortgage satisfaction, it shall enclose a copy of the mortgage satisfaction submitted for recording. Private rights of action of any consumers are not in any way impeded or impacted by this Consent Petition.

J. If MV Realty becomes aware of an Affected Homeowner engaging in a real estate transaction in which MV Realty would normally assert an interest after MV Realty's execution of this Consent Petition, MV Realty shall affirmatively disclaim any interest in the Affected

Homeowner's real property and use best efforts to prioritize the filing of a release related to the Affected Homeowner's real property. MV Realty shall cause to be filed a release that complies with the entirety of Section I.C of this Consent Petition within five (5) business days of receiving notice of the proposed transaction (and shall work diligently to correct any deficiencies if such filing is rejected by the county recorder's office). MV Realty shall not harvest or attempt to collect any commissions or referral fees during or after the Compliance Period.

K. Defendants shall not sell and/or assign any Homeowner Benefit Agreement involving an Affected Homeowner in the Commonwealth of Pennsylvania to any third party. Defendants shall be prohibited from collecting any referral fees from Pennsylvania-based real estate brokers for listings of homes that were subject to a Homeowner Benefit Agreement.

L. Defendants shall discontinue and end with prejudice any and all pending legal actions in Pennsylvania that Defendants filed against any Affected Homeowner to enforce the Homeowner Benefit Agreement.

M. Defendants shall withdraw or terminate any and all judgments entered in favor of Defendants entered in any legal action in Pennsylvania filed against any Affected Homeowner to enforce the Homeowner Benefit Agreement.

N. Defendants shall remove any and all *lis pendens* Defendants recorded on any real estate in Pennsylvania.

O. In the event that MV Realty ceases to operate and/or becomes unable to execute the documents required by Section I.C of this Consent Petition, MV Realty hereby authorizes, upon written request of an Affected Homeowner, the Recorder of Deeds or equivalent official in the Pennsylvania county in which the property is located to execute and record any document required by Section I.C of this Consent Petition on its behalf.

P. Neither MV Realty nor its officers, Antony Mitchell, David Manchester, and Amanda Zachman, shall engage in any business involving real estate brokerage in the Commonwealth of Pennsylvania after the Effective Date of this Consent Petition. MV Realty and its officers are prohibited from providing training, directly or indirectly, to individuals engaged in any business involving residential real estate brokerage in Pennsylvania. MV Realty further agrees that MV Realty PBC, LLC d/b/a MV Realty of Pennsylvania LLC will do no further business in Pennsylvania beyond any acts required of those entities by this Consent Judgment. Within ten (10) days of the Effective Date of this Consent Petition, Defendant MV Realty shall provide a copy of this Consent Petition to its officers Antony Mitchell and David Manchester, which shall serve as notice of the terms contained therein, and those officers will provide a signed acknowledgment agreeing to be bound by this provision only.

Q. Defendants shall fulfill the terms of this Consent Petition, and shall not take any steps through their principals, employees, agents, independent contractors, and/or affiliates to circumvent the requirements of this Consent Judgment.

R. At any time, and upon thirty (30) days' written notice from the Commonwealth, Defendants shall provide the Commonwealth with a report detailing its compliance with the requirements of this Consent Petition.

S. The injunctive terms in Section I of this Consent Petition shall bind Defendants as well as their owners, officers, directors, and other business principals.

II. MONETARY RELIEF

A. Monetary Payment

1 Judgment is hereby entered against MV Realty and in favor of the Commonwealth. MV Realty hereby agrees to pay the amount of six hundred fifty-two thousand

five hundred ninety-five and 00/100 dollars (\$652,595.00) (hereinafter “Monetary Payment”) and consent to entry of this judgment by the Court in the amount of the Monetary Payment. MV Realty shall make the Monetary Payment as detailed in Paragraph II.C below. The Monetary Payment shall be allocated as follows:

a. Costs - The sum of seven thousand dollars and 00/100 cents (\$7,000.00) (“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.

b. Restitution – The sum of six hundred forty-five thousand five hundred ninety-five and 00/100 dollars (\$645,595.00) (“Restitution”) shall be allocated as Restitution and distributed by the Commonwealth at its sole discretion to Affected Homeowners.

B. Payment Terms

1. By no later than August 31, 2026, MV Realty shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, the sum of \$326,298.00 (the “Initial Payment”), representing a portion of the Monetary Payment as stated in Section II.A of this Consent Petition.

2. After making the Initial Payment, MV Realty shall pay the remaining \$326,297.00 of the Monetary Payment to the Commonwealth of Pennsylvania, Office of Attorney General by no later than March 1, 2027.

3. All payments due and owing to the Commonwealth under this Consent Petition shall be made by wire transfer or 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, Senior Deputy Attorney General, Office of Attorney General, 1600 Arch Street, 3rd Floor, Philadelphia, Pennsylvania 19103.

4. The Commonwealth shall use the funds paid by Defendants as restitution pursuant to Section II.A.1.b to distribute funds to Affected Homeowners who have filed complaints with the Office of Attorney General as well as those who file complaints within sixty (60) days of the Effective Date of this Consent Petition. The Commonwealth shall have sole discretion concerning the distribution of available restitution funds. After the Commonwealth has completed the distribution of restitution funds to Affected Homeowners, 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 Defendants have made the Monetary Payment, Defendants shall no longer have any property right, title, interest, or other legal claim in any funds held in escrow.

5. The Commonwealth shall have sole discretion concerning the distribution of restitution funds which may include determining the Affected Homeowners who paid early termination fees to MV Realty, the nature and amount of the Affected Homeowners' payments to MV Realty, and directing restitution payments to those consumers.

6. In the event that MV Realty violates any of the terms of this Consent Petition or fails to make any payment within the time required under this Section II.B, MV Realty shall be in default under the terms of this Consent Petition. In the event of a default by MV Realty, the full amount of such required payments then outstanding and unpaid shall become immediately

above referenced judgments then unpaid and outstanding and enforce said amount of said judgments against MV Realty.

C. Suspended Civil Penalty

1. An additional civil penalty pursuant to Section 201-8(b) of the *Consumer Protection Law* is assessed against MV Realty and in favor of the Commonwealth in the amount of one million and six hundred sixty-three thousand 00/100 Dollars (\$1,663,000.00) and shall be suspended at this time (herein referred to as the “MV Suspended Civil Penalty”), subject to the following:

a. Upon the issuance of a final order by the Court of Common Pleas of Philadelphia County or any court of competent jurisdiction finding that MV Realty is in default of any of the terms and conditions of this Consent Petition, the MV 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 MV Realty and a judgment shall be entered by the Court of Common Pleas of Philadelphia County or such court of competent jurisdiction against MV Realty and in favor of the Commonwealth, in the full amount of the MV Suspended Civil Penalty and any other relief ordered by the Court.

2. An additional civil penalty pursuant to Section 201-8(b) of the *Consumer Protection Law* is assessed against Amanda Zachman and in favor of the Commonwealth in the amount of five hundred thousand and 00/100 Dollars (\$500,000.00) and shall be suspended at this time (herein referred to as the “Zachman Suspended Civil Penalty”), subject to the following:

a. Upon the issuance of a final order by the Court of Common Pleas of Philadelphia County or any court of competent jurisdiction finding that Amanda Zachman is in default of any of the terms and conditions of this Consent Petition, the Zachman Suspended Civil

a. Upon the issuance of a final order by the Court of Common Pleas of Philadelphia County or any court of competent jurisdiction finding that Amanda Zachman is in default of any of the terms and conditions of this Consent Petition, the Zachman 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 Amanda Zachman and a judgment shall be entered by the Court of Common Pleas of Philadelphia County or such court of competent jurisdiction against Amanda Zachman and in favor of the Commonwealth, in the full amount of the Zachman Suspended Civil Penalty and any other relief ordered by the Court. The parties agree and acknowledge that the Monetary Payment required under Section II.A is owed only by MV Realty and that any failure to timely deliver payment for any portion of the Monetary Payment in accordance with Section II.B shall be deemed a default by only MV Realty for purposes of this Section C, including this paragraph.

b. If the Commonwealth determines that Defendant Zachman has failed to comply with the terms of this Consent Petition, and if in the Commonwealth's reasonable discretion the failure to comply does not threaten the health or safety of the citizens of the Commonwealth of Pennsylvania and/or does not create an emergency requiring immediate action, the Commonwealth exercising such discretion shall notify Zachman in writing of such alleged failure to comply. Notice under this provision shall be provided directly to Zachman at the address listed in Section IV.O. Defendant Zachman shall then have thirty (30) days from receipt of such written notice to provide a good faith written response to the Commonwealth. The response shall include, at a minimum, either:

1. A statement explaining why Zachman believes she is in full compliance with this Consent Petition; or

2. A detailed explanation of how the alleged violation(s) occurred and how the alleged violations have been addressed or cured.

c. The Commonwealth shall not bring suit against Defendant Zachman for any alleged violation of this Consent Petition unless and until the Commonwealth has provided Zachman notice and the opportunity to cure under the terms of this provision. If Zachman adequately cures the violation and the Commonwealth determines it does not have a reasonable basis to believe that the violation was willful, the Commonwealth agrees not to pursue any enforcement action, penalties or sanctions against Zachman with respect to that violation.

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

In consideration of the injunctive relief, payments, mutual promises and obligations provided for in this Consent Petition and conditioned upon MV Realty making the Monetary Payment in Section II.A, the Commonwealth hereby agrees to release Defendants, and all of MV Realty's current and former officers, directors, employees, agents and affiliates, from any and all claims relating in any way to the allegations in the Complaint filed in this action, or the alleged conduct or violations listed in this Consent Petition (the "Released Claims"). Notwithstanding any term of this Consent Petition, the following are excluded from the Released Claims: 1) any private right of action; 2) any action to enforce this Consent Petition, 3) any criminal or tax claims against the Defendants held by the Commonwealth and 4) any claims against Defendants by any other agency or subdivision of the Commonwealth, including but not limited to the administrative

proceeding(s) captioned *Commonwealth of Pennsylvania Bureau of Professional and Occupational Affairs v MV Realty PBC LLC*, Nos. 22-56-000803, 22-56-007128, 22-56-007706, 22-56-011077, 22-56-011595.

IV. MISCELLANEOUS TERMS

A. The “Effective Date” of this Consent Petition shall mean the date the Philadelphia Court of Common Pleas approves the terms of this Consent Petition and a Final Decree, Judgment or Order of that Court is entered and docketed upon.

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. Antony Mitchell, as a managing member of Defendant, MV Realty PBC, LLC d/b/a MV Realty of Pennsylvania, LLC, hereby states that he is authorized to enter into and execute this Consent Petition on behalf of Defendant MV Realty.

H. 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.

I. 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.

J. 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.

K. 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. § 4904 relating to unsworn falsifications to authorities.

L. 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 petition the Philadelphia Court of Common Pleas via a rule to show cause seeking 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.

M. 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.

N. 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.

O. 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:

MV Realty PBC, LLC
Attn: Antony Mitchell, CEO
1451 W. Cypress Creek Road, Suite 300
Fort Lauderdale, FL 33309

Amanda Zachman
455 NE 5th Avenue
Suite D #287
Delray Beach, FL 333483

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

DAVID W. SUNDAY, JR.
ATTORNEY GENERAL

Dated: 4/16/2020

By: Debra Djupman Warring
Debra Djupman Warring
Senior Deputy Attorney General
PA Attorney I.D. No. 206437
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, PA 19103
Telephone: (215) 560-2930
dwarring@attorneygeneral.gov

FOR THE DEFENDANTS:

MV REALTY PBC, LLC D/B/A MV REALTY OF PENNSYLVANIA, LLC

Date: 03/16/2020

By: *Ant Mitchell*
ANTONY MITCHELL
Chief Executive Officer

AMANDA ZACHMAN

Date: _____

AMANDA ZACHMAN

FOR THE DEFENDANTS:

MV REALTY PBC, LLC D/B/A MV REALTY OF PENNSYLVANIA, LLC

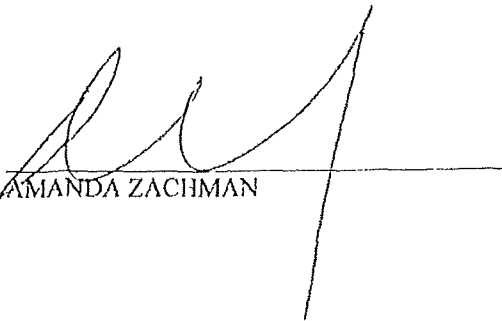
Date: _____

By: _____

ANTONY MITCHELL
Chief Executive Officer

AMANDA ZACHMAN

Date: 03/10/2020



AMANDA ZACHMAN

EXHIBIT A: FORM OF MORTGAGE SATISFACTION

SATISFACTION OF MORTGAGE

THIS SATISFACTION OF MORTGAGE (this "Satisfaction"), made as of [DATE], by MV Realty PBC, LLC d/b/a MV REALTY OF PENNSYLVANIA, LLC, a Pennsylvania limited liability company, and/or its assigns or designees, whose address is 1451 West Cyprus Creek Road, Suite 300, Fort Lauderdale, FL 33309 ("Mortgagee").

On [DATE], Mortgagee and [HOMEOwner NAME(S)], whose address is [HOMEOwner ADDRESS] ("Mortgagor") entered into a certain MVR HOMEOWNER BENEFIT AGREEMENT, dated [DATE] (the "Agreement"), and, as a result thereof, recorded that certain Mortgage in the Office of Recorder of Deeds of [COUNTY], Pennsylvania, on [DATE] under [DOCUMENT ID] (the "Mortgage") for the real property described as follows:

[INSERT PROPERTY DESCRIPTION OR REFER TO ATTACHED EXHIBIT A FOR DESCRIPTION]

The undersigned hereby certifies that the Agreement and all obligations thereunder secured by the above-referenced Mortgage have been terminated and released. The undersigned further certifies that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

The undersigned hereby authorizes and empowers the recorder of said county to enter this satisfaction piece and to cause said Mortgage to be satisfied of record.

[INSERT SIGNATURE AND NOTARY BLOCK]

EXHIBIT B: FORM OF HOMEOWNER NOTICE

Dear [INSERT HOMEOWNER NAME],

Our records show that on [INSERT DATE], you entered a Homeowner Benefit Agreement (“HBA”) with MV Realty PBC, LLC d/b/a MV Realty of Pennsylvania, LLC (“MV Realty”). Under the terms of the HBA, MV Realty contends that you agreed to use MV Realty as your real estate agent in the event that you decided to sell your home during the 40-year term of the HBA, and that you would be required to pay the company an early termination fee in the event that you wish to terminate the HBA during the term without using MV Realty as your real estate broker. Our records further show that MV Realty recorded a mortgage on your real estate to secure the HBA.

In order to resolve litigation filed by the Pennsylvania Office of Attorney General, MV Realty has agreed to terminate the HBA you entered into with the company and satisfy the mortgage recorded on your property. MV Realty has recorded a Satisfaction of Mortgage with your county Recorder of Deeds (or otherwise submitted it for recording), a copy of which is enclosed. Because the HBA has been terminated, you no longer have any obligation to use MV Realty as your realtor or to pay any early termination fee.

If you have any questions regarding the Pennsylvania Office of Attorney General’s litigation with MV Realty, you may contact that office at (800) 441-2555 or consumers@attorneygeneral.gov.

[INSERT SIGNATURE]

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

| | | |
|--|---|----------------------------|
| COMMONWEALTH OF PENNSYLVANIA | : | |
| BY Attorney General, DAVID W. SUNDAY, JR. | : | |
| | : | |
| Plaintiff, | : | December Term 2022 |
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| MV REALTY PBC, LLC, d/b/a | : | CIVIL ACTION-EQUITY |
| MV REALTY OF PENNSYLVANIA, LLC, and | : | |
| AMANDA J. ZACHMAN, | : | |
| | : | |
| Defendants. | : | |
| | : | |

CERTIFICATE OF SERVICE

I do hereby certify that I served the foregoing Consent Petition for Final Judgment in the above-referenced matter upon counsel for Defendants via first class mail and electronic mail on the following date:

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Date: April 16, 2026

By: /s/ Debra Djupman Warring
Debra Djupman Warring
Senior Deputy Attorney General