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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, ESSEX COUNTY  
DOCKET NO. ESX-C-80-23

MATTHEW J. PLATKIN, Attorney General of  
the State of New Jersey, and ELIZABETH M.  
HARRIS, Acting Director of the New Jersey  
Division of Consumer Affairs.<sup>1</sup>  
  
Plaintiffs,  
  
v.  
  
MV REALTY PBC, LLC; et al.,  
  
Defendants.

Civil Action

**FINAL CONSENT JUDGMENT**

The parties to this Action and Final Consent Judgment (“Consent Judgment”) are plaintiffs Matthew J. Platkin, Attorney General of the State of New Jersey, and Elizabeth M. Harris, Acting Director of the New Jersey Division of Consumer Affairs (collectively, “Plaintiffs”), and defendants MV Realty PBC, LLC, MV Realty of New Jersey, LLC, Amanda Zachman, David Reiner, Antony Mitchell, and David Manchester (collectively, “Defendants”). As evidenced by

<sup>1</sup> In accordance with R. 4:34-4, the caption has been revised to reflect the current Acting Director.

their signatures below, the Plaintiffs and the Defendants (collectively, "Parties") do consent to the entry of this Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind. The Parties consent to entry of this Consent Judgment to avoid the expenses and uncertainty associated with further investigation and/or litigation.

### **PRELIMINARY STATEMENT**

On June 6, 2023, Plaintiffs filed a complaint in this matter against Defendants alleging that Defendants engaged in deceptive, misleading, unfair, and otherwise unlawful practices in the course of advertising, selling, and enforcing Homeowner Benefit Agreements ("HBAs") to New Jersey consumers, including in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -229 (the "CFA"), the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 to -9.8 ("Advertising Regulations"), and the Telemarketing Do Not Call Regulations, N.J.A.C. 13:45D-1.1 to -5.2 ("Telemarketing Regulations"). The Defendants have denied the allegations, but acknowledge that on August 18, 2025, the Superior Court of New Jersey, Chancery Division, Essex County granted Plaintiffs' motion for partial summary judgment and ordered injunctive relief, which decision and order is incorporated into this settlement agreement, and made final by such incorporation.

The Court has reviewed the terms of this Consent Judgment and based upon the Parties' agreement and for good cause shown:

### **IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:**

#### **1. JURISDICTION**

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for

the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Essex County.

3. EFFECTIVE DATE

3.1 This Consent Judgment shall be effective on the date that it is entered with the Court (“Effective Date”).

4. DEFINITIONS

4.1 As used in this Consent Judgment, the following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Judgment:

4.2 “Action” shall refer to the matter titled Matthew J. Platkin, Attorney General of the State of New Jersey, and Elizabeth M. Harris, Acting Director of the New Jersey Division of Consumer Affairs v. MV Realty PBC, LLC, MV Realty of New Jersey, LLC, Amanda J. Zachman, David Manchester, David Reiner, and Antony Mitchell, Superior Court of New Jersey, Chancery Division, Essex County, Docket No. ESX-C-80-23, and all pleadings and proceedings related thereto, including the Verified Complaint, filed June 6, 2023, and the Answer and Affirmative Defenses, filed September 11, 2023.

4.3 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(c). These definitions apply to other forms of the word “Advertisement.” Including “Advertised.”

“Advertise[s]” and “Advertising.”

4.4 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

4.5 “Consumer” refers to any New Jersey property owner and/or New Jersey HBA customer who is offered an HBA or Merchandise for Sale.

4.6 “Division” refers to the New Jersey Division of Consumer Affairs.

4.7 “Document” shall be defined in accordance with R. 4:18-1(a).

4.8 “Include[s]” and “Including” shall be construed as broadly as possible and shall mean “without limitation.”

4.9 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and Includes HBAs.

4.10 “New Jersey” and “State” refer to the State of New Jersey.

4.11 “Person[s]” shall be defined in accordance with N.J.S.A. 56:8-1(d).

## **5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES**

5.1 Defendants shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and shall comply with such State and/or Federal laws, rules and regulations as now constituted, including the New Jersey Consumer Fraud Act, the Advertising Regulations, and the Telemarketing Regulations.

5.2 Defendants shall not enforce any HBA entered into with a New Jersey Consumer, including recovering or attempting to recover any Early Termination Fee or other payment for any alleged breach of an HBA.

5.3 Defendants shall not enter into any new HBAs with a New Jersey Consumer.

5.4 Defendants shall not assert or represent to any Consumer, homeowner, title agent

real estate agent, closing attorney, lender, prospective purchaser, or in any legal action or arbitration proceeding involving a Consumer who has signed an HBA. that Defendants hold any enforceable property interests, lien, constructive trust, mortgage, or any other encumbrance or cloud on title any New Jersey Consumer's property subject to an HBA.

5.5 Defendants shall not file or cause to be indexed a *lis pendens* on any New Jersey Consumer's property subject to an HBA.

5.6 Defendants shall not record a Memorandum of Homeowner Benefit Agreement or any other document which provides public notice of an HBA, or otherwise encumbers, restricts, or clouds title ("Memorandum") on any New Jersey Consumer's property subject to an HBA.

5.7 Defendants shall not assign any HBA held by Defendants in New Jersey to any third party not bound by this Injunction.

5.8 Defendants shall record, or cause to be recorded, unconditional terminations of all Memoranda they have recorded on any New Jersey Consumer's property subject to an HBA, at Defendants' sole cost, and shall further record any additional instruments or documents required by the recording offices in order to effectuate the unconditional termination of any such Memoranda using the same form of unconditional termination used previously in New Jersey by Defendants.

5.9 Defendants shall pay to all New Jersey Consumers who have paid an Early Termination Fee, restitution of the full amount of the Early Termination Fee paid less the amount of the Promotion Fee as described in Sections 6.3 and 6.5, below.

## **6. SETTLEMENT PAYMENT**

6.1 The Parties have agreed to a settlement of the Action in the amount of Two Million, Eight Hundred and Forty-Four Thousand, One Hundred and Twenty-Two and 00/100 Dollars

(\$2,844,122.00.) (“Settlement Amount”).

6.2 The Settlement Amount comprises of a civil penalty of One Million, Five Hundred Thousand 00/100 Dollars (\$1,500,000), pursuant to N.J.S.A. 56:8-13 and Consumer restitution of One Million, Three Hundred and Forty-Four Thousand, One Hundred and Twenty-Two 00/100 Dollars (\$1,344,122).

6.3 Defendant MV Realty PBC, LLC shall pay One Million, Seven Hundred and Sixty-Seven Thousand Six Hundred Eighty-Eight and 17/100 Dollars (\$1,767,688.61) of the Settlement Amount (“Settlement Payment”) in the following installments:

- (a) Twenty-Six Thousand, Eight Hundred and Eighty-Two and 44/100 Dollars (\$26,882.44) shall be paid contemporaneously with the signing of this Consent Judgment;
- (b) Two Hundred Forty-One Thousand, Nine Hundred Forty-One and 96/100 Dollars (\$241,941.96) shall be paid on or before April 20, 2026; and
- (c) One Million Four Hundred Ninety-Eight Thousand Eight Hundred Sixty-Four and 21/100 Dollars (\$1,498,864.21) shall be paid on or before October 15, 2026.

6.4 The balance of the Settlement Amount totaling One Million Sixty-Two Thousand Nine Hundred Seventy-Four and 81/100 Dollars (\$1,062,974.81) shall be suspended and automatically vacated (“Suspended Penalty”) at the expiration of one year from the Effective Date provided:

- a. Defendant MV Realty PBC, LLC makes the Settlement Payments as provided in Section 6.3; and
- b. Defendants do not engage in any acts or practices in violation of the New Jersey Consumer Fraud Act, the Advertising Regulations, or the Telemarketing Regulations and otherwise adheres to the required and prohibited business practices set forth in Section 5.

6.5 All payments made in satisfaction of the Settlement Payment shall be paid by certified check, cashier's check, money order, credit card or wire transfer payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Case Initiation and Tracking Unit  
New Jersey Department of Law & Public Safety  
Division of Consumer Affairs  
124 Halsey Street  
P.O. Box 45029  
Newark, New Jersey 07101  
Attn: Van Mallett, Lead Investigator

6.6 Upon making the Settlement Payment, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

6.7 In the event MV Realty PBC, LLC fails to comply with Section 6.3, Plaintiffs shall provide MV Realty PBC, LLC with notice seeking payment of the Suspended Penalty as well as any unpaid portion of the Settlement Amount ("Notice of Noncompliance"). MV Realty PBC, LLC shall be afforded a 15 day period from receipt of the Notice of Noncompliance within which to cure any noncompliance ("Cure Period").

6.8 In the event of MV Realty PBC, LLC's failure to cure any such default or noncompliance within the Cure Period, Defendants consent to the entry of a judgment for any unpaid portion of the Settlement Amount against MV Realty PBC, LLC. Upon entry by the Court of any such judgment, Plaintiffs shall then arrange for entry of such judgment as a statewide lien in New Jersey and elsewhere, as appropriate. In the event Defendants fail to comply with any other provision of this Consent Judgment, Plaintiffs shall provide Defendants with a Notice of Noncompliance as to any such noncompliance, and Defendants shall be afforded a Cure Period as

defined from receipt of the Notice of Noncompliance within which to cure any noncompliance.

**7. DISMISSAL OF ACTION**

7.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action as between Plaintiffs and Defendants provided, however, that the Court shall retain jurisdiction, as agreed to in Section 1.1, to enforce the terms of this Consent Judgment.

**8. GENERAL PROVISIONS**

8.1 This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Judgment.

8.2 This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

8.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

8.4 This Consent Judgment contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed by or on behalf of the Plaintiffs and Defendants.

8.5 Except as otherwise explicitly provided for in this Consent Judgment, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

8.6 If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

8.7 This Consent Judgment shall be binding upon the Parties and their successors in

interest. In no event shall assignment of any right, power or authority under this Consent Judgment avoid compliance with this Consent Judgment.

8.8 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division, or any other governmental unit of the State of any act or practice of the Defendants; or (b) an admission by the Defendants that any of their acts or practices described in or prohibited by this Consent Judgment were or are unfair or deceptive or violate the Consumer protection laws of the State. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind, or otherwise implement or affirm any or all of the terms of this Consent Judgment; or (b) any action or proceeding involving a Released Claim (as defined in Section 10.1) to support a defense of res judicata, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense.

8.9 Nothing contained in this Consent Judgment shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Consent Judgment with respect to any of the matters contained herein.

8.10 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1 The Parties represent and warrant that their signatories to this Consent Judgment have authority to act for and bind the respective Parties.

## 10. RELEASE

10.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on MV Realty PBC, LLC making the Settlement Payment in Section 6.3(a) and in the manner referenced in Section 6.5, Plaintiffs hereby agree to release Defendants, and all of its current and former officers, directors, employees, attorneys, agents, and affiliates, from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which Plaintiffs brought or could have brought prior to the Effective Date against Defendants for any of the violations or conduct listed in the Preliminary Statement Section above and/or relating to that alleged in the Action ("Released Claims").

10.2 Subject to Section 10.1 above, notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Judgment; and (c) any claims against the Defendants by any other agency or subdivision of the State, including but not limited to the action pending before the New Jersey Real Estate Commission, Docket No. REC-E-23-006 (REC file No. 10016568).

## 11. PENALTIES FOR FAILURE TO COMPLY

11.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Judgment, seek sanctions or other relief (including attorneys' fees and costs) for violations of this Consent Judgment.

11.2 Plaintiffs and Defendants agree that any future violations of the provisions of Section 5 of this Consent Judgment shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Defendants may be liable for enhanced civil penalties.

## 12. COMPLIANCE WITH ALL LAWS

12.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

- (a) Relieving the Defendants of their obligations to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- (b) Limiting or expanding any right the Plaintiffs may otherwise have to obtain information, documents, or testimony from the Defendants pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right the Defendants may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents, or testimony.

**13. NOTICES UNDER THIS CONSENT JUDGMENT**

13.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Judgment shall be sent by the United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

Christopher Meyer, Deputy Attorney General  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For the Defendants:

Angela C. de Cespedes, Esq.  
John C. Gekas, Esq.  
Saul Ewing LLP  
701 Brickell Avenue, 17<sup>th</sup> Floor  
Miami, FL 33131  
Email: angela.decespedes@saul.com  
Email: john.gekas@saul.com

IT IS ON THE 23<sup>rd</sup> DAY OF October 2025, SO ORDERED,  
ADJUDGED AND DECREED.

  
HON. LISA M. ADUBATO, J.S.C.

The court has made no findings of fact or conclusions of law signed any previously entered Orders, + renders no judgment on the merits of this Final Consent Judgment.

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY

By: s/  Dated: October 22, 2025  
Christopher Meyer  
Deputy Attorney General  
Consumer Fraud Prosecution Section

124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

FOR THE DEFENDANTS:

MV REALTY PBC, LLC

By: Aubshell  
[NAME]

Dated: OCTOBER 21,, 2025

MV REALTY OF NEW JERSEY, LLC

By: Aubshell  
[NAME]

Dated: OCTOBER 21,, 2025

AMANDA ZACHMAN

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

DAVID MANCHESTER

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

DAVID REINER

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

ANTONY MITCHELL

By: Aubshell  
[NAME]

Dated: OCTOBER 21,, 2025

FOR THE DEFENDANTS:

MV REALTY PBC, LLC

By: \_\_\_\_\_  
[NAME]

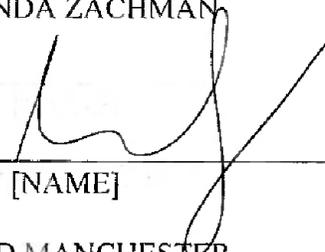
Dated: \_\_\_\_\_, 2025

MV REALTY OF NEW JERSEY, LLC

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

AMANDA ZACHMAN

By:  \_\_\_\_\_  
[NAME]

Dated: October 21st, 2025

DAVID MANCHESTER

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

DAVID REINER

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

ANTONY MITCHELL

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

FOR THE DEFENDANTS:

MV REALTY PBC, LLC

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

MV REALTY OF NEW JERSEY, LLC

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

AMANDA ZACHMAN

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

DAVID MANCHESTER

By: David Manchester  
[NAME]

Dated: 10/21/25, 2025

DAVID REINER

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

ANTONY MITCHELL

By: \_\_\_\_\_  
[NAME]

Dated: \_\_\_\_\_, 2025

FOR THE DEFENDANTS:

MV REALTY PBC, LLC

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2025  
[NAME]

MV REALTY OF NEW JERSEY, LLC

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2025  
[NAME]

AMANDA ZACHMAN

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2025  
[NAME]

DAVID MANCHESTER

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2025  
[NAME]

DAVID REINER

By:  \_\_\_\_\_ Dated: October 21, 2025  
[NAME]

ANTONY MITCHELL

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2025  
[NAME]