

**IN THE CIRCUIT COURT COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

THE PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

v.

MV REALTY PBC, LLC, a Florida limited liability company, MV REALTY OF ILLINOIS, LLC, an Illinois limited liability company, AMANDA ZACHMAN, individually and as agent of MV Realty, ANTONY MITCHELL, individually and as agent of MV Realty, and DAVID MANCHESTER, individually and as agent of MV Realty,

Defendants.

Case No. 2024CH03278

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff, the People of the State of Illinois, by and through Kwame Raoul, Attorney General of the State of Illinois, brings this action for injunctive and other relief against Defendants, MV Realty PBC, LLC, a Florida limited liability company, MV Realty of Illinois, LLC, an Illinois limited liability company (collectively, “MVR”), Amanda Zachman, individually and as agent of MVR, Antony Mitchell, individually and as agent of MVR, and David Manchester, individually and as agent of MVR (collectively, “Defendants”), for violations of the Consumer Fraud and Deceptive Business Practices Act (“Consumer Fraud Act”), 815 ILCS 505/1 *et seq.*, and the Uniform Deceptive Trade Practices Act (“Deceptive Trade Practices Act”), 815 ILCS 510/1 *et seq.*

I. NATURE OF THE CASE

1. While Defendants hold MVR out as a real estate brokerage firm providing a “one-of-a-kind,” “innovative” way to conduct real estate transactions, Defendants actively misrepresent

and deceptively target, advertise, and sell an “alternative” consumer financial product – the so-called “Homeowner Benefit Program” (hereinafter, “Benefit Program”) – to vulnerable consumers in dire need of money.

2. Defendants aggressively advertise the Benefit Program as a “personal loan alternative.” In fact, this so-called loan alternative is the advance of a single payment generally worth approximately 0.3% of the estimated value of consumers’ homes.

3. Using this payment – referred to by Defendants as a “promotion fee” or “incentive payment” – as inducement, consumers are enticed to enter into Defendants’ so-called “Homeowner Benefit Agreement” (hereinafter, “HBA”).

4. While Defendants market the HBA to consumers as a simple retainer agreement for real estate listing services, the HBA is fashioned to obscure the Defendants’ unfair and deceptive business model. The HBA is a convoluted contract that is confusing to homeowners. It includes an extraordinary and protracted 40-year term, and it awards Defendants the exclusive right to act as consumers’ real estate listing broker during that 40-year term.

5. The HBA also provides for the filing of a “memorandum” against consumers’ homes to cloud title. That cloud on title, in turn, assures the extraction of exorbitant “early termination fees” from any homeowner trapped in an HBA.

6. The HBA’s harsh and one-sided contract terms act to hamstring consumers, induce defaults, and are calculated to trigger an unfair penalty provision that ensure a revenue stream and drive the Defendants’ business model.

7. Defendant MV Realty PBC, LLC currently operates in 33 states and has been sued by the Attorneys General of California, Florida, Georgia, Indiana, Massachusetts, Missouri, North Carolina, New Jersey, and Pennsylvania. Massachusetts and North Carolina both moved for

preliminary injunctions, and both motions were granted. Those courts ordered Defendants to, among other things, cease encumbering homeowners' properties.

8. Defendant MV Realty PBC, LLC's conduct is also the subject of a United States Senate inquiry.¹

9. On September 22, 2023, Defendant MV Realty PBC, LLC, along with numerous affiliates that operate across the county, filed a chapter 11 bankruptcy case in the Southern District of Florida.²

10. Defendants' conduct violates the Consumer Fraud Act, the Deceptive Trade Practices Act, and warrants a permanent injunction prohibiting Defendants from engaging in any real estate brokering business in this State, particularly relating to the HBA, ordering the release of all of Defendants' filed memoranda, ordering restitution to consumers affected by Defendants' unlawful conduct, the imposition of civil penalties, and the reimbursement of the cost of bringing this action, and for such other relief that the Court deems just and equitable.

II. PUBLIC INTEREST

11. The Illinois Attorney General believes this action is in the public interest of the People of the State of Illinois and brings this lawsuit pursuant to Section 7(a) of the Consumer Fraud Act, 815 ILCS 505/7(a).

¹ See Casey, Brown, Wyden Probe Real Estate Company Over Allegations of Predatory Business Practices, UNITED STATES SENATE SPECIAL COMMITTEE ON AGING (Sept. 7, 2023), <https://www.aging.senate.gov/press-releases/casey-brown-wyden-probe-real-estate-company-over-allegations-of-predatory-business-practices>; Brown, Colleagues Call for Review of MV Realty's Deceptive Listing Agreements, U.S. SENATOR SHERROD BROWN (Dec. 21, 2022), <https://www.brown.senate.gov/newsroom/press/release/sherrod-brown-colleagues-call-review-mv-realtys-deceptive-listing-agreements>.

² Defendant MV Realty PBC, LLC's various bankruptcy cases are being jointly administered under the lead case *In re: MV Realty PBC, LLC*, Case No. 23-17590-EPK. Defendant MV Realty PBC, LLC was authorized by the bankruptcy court to continue operating as a debtor-in-possession, and Defendants continue to conduct business in Illinois.

III. JURISDICTION AND VENUE

12. This action is brought for, and on behalf of, the People of the State of Illinois, by and through Kwame Raoul, Attorney General of the State of Illinois, pursuant to the provisions of the Consumer Fraud Act, the provisions of the Deceptive Trade Practices Act, and the Attorney General's common law authority to represent the People of the State of Illinois.

13. Venue for this action properly lies in Cook County, Illinois, under Section 2-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, in that some of the transactions complained of herein, and out of which this action arose, occurred in Cook County, Illinois.

IV. PARTIES

14. Under Section 7 of the Consumer Fraud Act, 815 ILCS 505/7, Kwame Raoul, Attorney General of the State of Illinois, is authorized to bring this action in the name of the People of the State of Illinois.

15. Defendant MV Realty PBC, LLC is a Florida limited liability company with its principal place of business at 1451 W. Cypress Creek Rd., Ste. 300, Ft. Lauderdale, FL 33309.

16. Defendant MV Realty PBC, LLC is the corporate owner and sole corporate member of Defendant MV Realty of Illinois, LLC.

17. Defendant MV Realty of Illinois, LLC is an Illinois limited liability company established in the State of Illinois on June 22, 2020, with its principal place of business at 1451 W. Cypress Creek Rd., Ste. 300, Ft. Lauderdale, FL 33309.

18. Defendant MV Realty of Illinois, LLC's registered agent is CT Corporation System, 208 S. LaSalle St., Ste. 814, Chicago, IL 60604.

19. As used in this Complaint, “MVR” refers to Defendant MV Realty PBC, LLC and Defendant MV Realty of Illinois, LLC, as well as their officers, directors, employees, representatives, and agents, unless otherwise indicated or apparent from context.

20. Since approximately September 2020, MVR has entered into more than 750 HBA contracts with Illinois consumers.

21. For each HBA, MVR has recorded a “Memorandum of MVR Homeowner Benefit Agreement” with the recorder of deeds in the Illinois county wherein each affected consumer’s property is located.

22. Defendant Amanda Zachman is a resident of Florida.

23. Defendant Zachman founded MV Realty PBC, LLC in 2014, and is its Chief Strategy Officer and Managing Officer.

24. Defendant Zachman is listed in Illinois Secretary of State records as a manager of MV Realty of Illinois, LLC, and is that Company’s managing broker.

25. Defendant Zachman maintains an Illinois Department of Financial and Professional Regulation real estate broker license, # 471.020812.

26. According to her biography on MVR’s website, Defendant Zachman manages MVR’s real estate and legal departments, oversees all real estate transactions, oversees MVR’s principal brokers, and has spearheaded the expansion of the Benefit Program across 33 states.³

27. From approximately September 2020 until at least late 2022, Defendant Zachman personally signed hundreds of HBAs with Illinois consumers on behalf of MVR.

28. Attached hereto as Exhibit 1, and incorporated herein by reference, is an exemplar HBA with an Illinois consumer bearing Defendant Zachman’s handwritten signature.

³ MV REALTY, *About Us*, available at: <https://mvrealtyfl.com/about> (last visited Jan. 4, 2024).

29. These instruments provide that they are governed by Illinois law.

30. Likewise, from 2020 to the present, Defendant Zachman appears to have personally signed hundreds of MVR memoranda, filed in recorders' offices across Illinois, on behalf of MVR.

31. Each of these documents, on their face, indicate that they were prepared by Defendant Zachman, and Defendant Zachman is identified in these documents as an "Officer," or "Officer and Broker," of MV Realty of Illinois, LLC.

32. Attached hereto as Exhibit 2, and incorporated herein by reference, is an exemplar MVR memorandum, apparently bearing Defendant Zachman's handwritten signature.

33. Defendant Zachman is personally involved as a decision maker regarding MVR's HBA transactions with Illinois homeowners, including by personally executing HBAs on behalf of MVR, preparing and executing memoranda of MVR HBAs for recordation in Illinois, and approving steps to enforce HBAs against Illinois homeowners.

34. Further, Defendant Zachman has personally responded to several Illinois consumers who have complained to MVR about the HBAs Defendants have induced consumers to sign.

35. Defendant Antony ("Tony") Mitchell is an adult resident of Florida.

36. Defendant Mitchell is the Chief Executive Officer of MV Realty PBC, LLC.

37. Defendant Mitchell is listed in Illinois Secretary of State records as a manager of MV Realty of Illinois, LLC.

38. According to his biography on MVR's website, Defendant Mitchell joined MVR in 2018 to help the company expand its Benefit Program nationwide.⁴

⁴ MV REALTY, *About Us*, available at: <https://mvrealtyfl.com/about> (last visited Jan. 4, 2024).

39. MVR's website further describes Defendant Mitchell as "a specialty financial services and turnaround specialist with more than 30 years' experience in developing and growing organizations focused on alternative financial asset classes. . . . Mitchell views [MVR] as a proptech real estate organization with plans to leverage its technology platform to attract agents and consumers and grow nationwide."⁵

40. Defendant Mitchell was involved in the development of what became MVR's Benefit Program prior to joining MVR.⁶

41. Defendant David Manchester is an adult resident of Florida.

42. Defendant Manchester is the Chief Operating Officer and Managing Director of MV Realty PBC, LLC.

43. Defendant Manchester is listed in Illinois Secretary of State records as a manager of MV Realty of Illinois, LLC.

44. Defendant Manchester is personally involved as a decisionmaker regarding MVR's HBA transactions with Illinois homeowners, including by personally approving any HBA offers to Illinois consumers who have low equity in their homes, high home values, or criminal backgrounds.

45. Further, Defendant Manchester is responsible for investigating, evaluating, and addressing consumer complaints.

46. At all relevant times to this Complaint, Defendants Zachman, Mitchell, and Manchester, as principals, officers, and agents of MVR, acting both individually and together in concert, have directed the policies, financial affairs, and business practices of MVR, and are jointly

⁵ *Id.*

⁶ See Defs.' Amend. Answer and Countercls. at pp. 5-6, 16-19, *Innovatus Capital Partners, LLC v. Jonathan Neuman, et al.*, No. 1:18-cv-04252-LLS, Dkt. 73 (S.D.N.Y. April. 29, 2020), attached hereto as Exhibit 3.

and severally liable for the unfair, deceptive, and unlawful acts and practices alleged in this Complaint.

47. For purposes of this Complaint, any references to the acts and practices of Defendants shall mean that such acts and practices were implemented, executed, accomplished, or carried out by and through the acts of Defendants MVR, Zachman, Mitchell, and Manchester, in active participation with one another, and in furtherance of the unlawful enterprise.

48. Treating Defendants MVR, Zachman, Mitchell, and Manchester as separate and distinct from one another, when in fact they operate as a common enterprise in furtherance of Defendants' unlawful business scheme, would serve to sanction fraud and promote injustice.

49. As used in this Complaint, "Defendants" refers to the named Defendants, as well as their officers, directors, employees, representatives, and agents, unless otherwise indicated or apparent from context.

V. TRADE AND COMMERCE

50. Section 1(f) of the Consumer Fraud Act defines "trade" and "commerce" as follows:

The terms "trade" and "commerce" mean the advertising, offering for sale, sale, or distribution of any . . . services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.

815 ILCS 505/1(f).

51. Defendants were, at all times relevant to this Complaint, and remain, engaged in trade and commerce in the State of Illinois by advertising the Benefit Program to Illinois

consumers, engaging in conduct related to HBAs entered into by Illinois consumers, and providing real estate services in Illinois.

VI. DEFENDANTS' UNFAIR AND UNLAWFUL BUSINESS PRACTICES

1. The Homeowner Benefit Program.

52. Since at least September 2020, Defendants have engaged in the advertisement, offering for sale, and sale of their Benefit Program to Illinois consumers.

53. As part of the Benefit Program, Defendants have consumers execute HBAs.

54. As noted above, the HBA is a 40-year contract that gives Defendants the right to act as consumers' exclusive real estate agent.

55. The HBAs entered into by Illinois consumers concern single-family homes, townhomes, or condominiums located in Illinois.

56. Under the terms of the HBA, Defendants charge consumers a broker's commission equal to the greater of 3% of the consumer's home's value at the time of HBA execution or, alternatively, at least 3% of the home's sale price at the time of the sale of the consumer's home, or at the time of the homeowner's alleged default under the terms of the HBA.

57. Defendants make a deceptively simple pitch to induce consumers to sign HBAs.

58. Defendants offer consumers a small upfront payment equal to approximately 0.3% of the home value as determined by Defendants.

59. Defendants call this payment an "incentive payment" or "promotion fee."

60. Defendants tell consumers that there is no obligation to repay, no obligation to sell, and all consumers must do is use Defendants' listing agents if consumers decide to sell their homes in the future.

61. However, the HBA contains unfair terms that are buried in long, run-on sentences of difficult-to-read fine print, benefit only Defendants, and lock Illinois consumers into an oppressive agreement for decades.

2. Defendants' Marketing and Advertising.

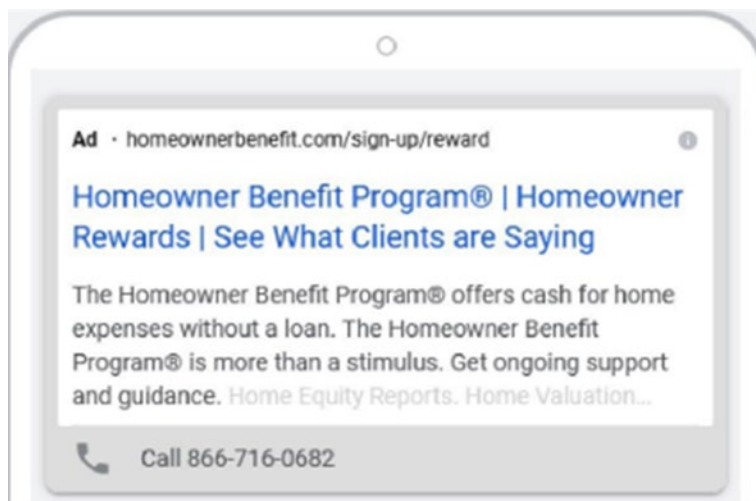
62. To get consumers to enter into HBAs, Defendants aggressively advertise and market their Benefit Program through various media (including their website, Facebook, Instagram, and other social media accounts), online search engines like Google, Bing, and Yahoo, and direct solicitations to consumers by phone calls, emails, and text messages, and door-to-door and in-person solicitations.

a. Defendants use targeted online marketing to drive consumers who are looking for quick cash or small loans to the Benefit Program.

63. Defendants target their online marketing of the Benefit Program to financially distressed consumers shopping for quick cash or small dollar loans, rather than consumers who are looking for future real estate services.

64. For example, Defendants advertise that consumers can receive “quick cash without taking out a loan, paying interest, or having monthly payments,” and that there is “absolutely no credit check” required to enter a HBA and receive a “promotion fee.”

65. Defendants have used confusing and misleading language to refer to their Benefit Program by calling it “an incentive,” “welcome offer,” “benefit” program, “loan,” and “stimulus” in its digital marketing.



66. Defendants drive internet traffic to their website by using targeted keyword-based internet advertising.

67. For example, consumers who use online search engines to look for small loans, home equity loans, home refinancing loans, or money for home repairs will see advertisements directing them to Defendants' website or will have Defendants' website appear as one of the search results.

68. Consumers looking for traditional consumer loan products who use one of Defendants' chosen keywords in search engines like Google are targeted by Defendants and presented with the following types of advertising:

MV Realty | 5 Star Rated Brokerage | Claim Your Homeowner Benefit +12 more
www.homeownerbenefit.com/mvrealty
 At MV Realty, we believe in building long lasting relationships with our clients. We're...
[View assets details](#)

Homeowner Benefit Program® | Money for Home HVAC Systems | See If Your Home...
www.homeownerbenefit.com/funds
 The Homeowner Benefit Program® offers cash for home AC unit expenses without a...
[View assets details](#)

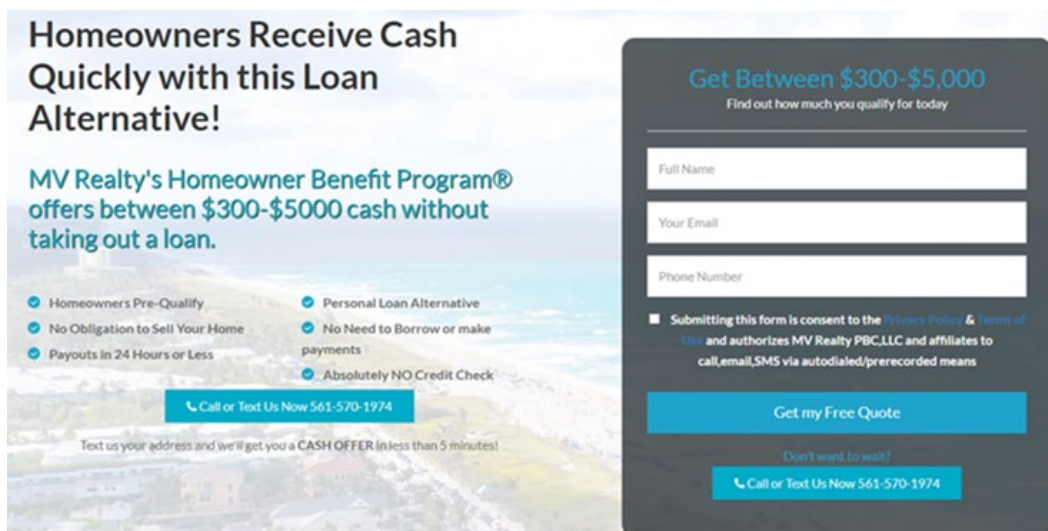
Homeowner Benefit Program® | Thinking About Refinancing? | See If Your Home...
homeownerbenefit.com/refinance-costs
 Before refinancing, give us a call to see if our program can help cover closing costs. See if...
[View assets details](#)

Homeowner Benefit Program® | Money for Roof Repairs | See If Your Home Qualifies +1...
www.homeownerbenefit.com/funds
 The Homeowner Benefit Program® offers cash for home maintenance expenses witho...
[View assets details](#)

b. Defendants’ website advertising and marketing of its Benefit Program misrepresents, and underplays important and material terms.

69. Defendants’ targeted ads direct consumers to the Defendants’ website.

70. The website confusingly and deceptively advertises the Benefit Program as a “loan alternative,” and indicates that consumers can get a “CASH OFFER in less than 5 minutes!”



71. Through Defendants' websites and other online digital marketing, Defendants misrepresent that there is no obligation to repay the up-front cash that Defendants parcel out and misrepresent that there is little risk in accepting the small "loan alternative."

72. Defendants' website also misrepresents that consumers can get anywhere from \$300 up to \$5,000 just by signing up to the Benefit Program.

73. In fact, no Illinois homeowner who signed an HBA has received more than \$2,355.

74. Illinois homeowners who have signed an HBA have received approximately \$773 on average.

c. Defendants use unfair lead-generation practices to target cash-strapped consumers.

75. According to Defendants' website, the Benefit Program grew "from 7,778 contracts in 2021 to 32,000 as of August 2022." By August 2022, MV Realty "average[d] 3,480 new Benefit Program contracts a month and [was] on track to expand its portfolio to over 100,000 over the next 12 months."⁷ To aggressively expand growth, Defendants cultivate a large and growing number of prospective consumer leads.

76. Defendants purchased leads from third-party lead-generation companies to obtain information about consumers who were experiencing financial hardship, had less than excellent credit, or needed quick cash, small loans, or home-equity refinance loan options.

d. Defendants use unfair targeted telemarketing practices to get consumers to sign HBAs.

77. Once targeted, consumers are flooded with unsolicited phone calls, emails, and text messages offering "quick cash" if they sign on to Defendants' Benefit Program.

⁷ *Id.*

78. However, Defendants fail to disclose to consumers important and material terms of the HBA, all the while creating the appearance that the Benefit Program, and the HBA’s small, up-front cash payment, is “risk free.”

- i. **Defendants’ real estate agents primarily act as telemarketers, who provide incomplete and misleading information to consumers, rather than performing genuine real estate services.**

79. Although Defendants bill MVR as a “real estate brokerage firm,” Defendants used their real estate agents to act primarily as telemarketers and a door-to-door sales force.

80. Agents are paid an incentive for every consumer they sign up.

81. Defendants require each agent to contact a minimum of 30 consumer leads per day.




What will it take for me to succeed as an HBA Agent?

What is my minimum (required) daily lead claim and work hours?

- 30 Claimed Leads per day
- Monday thru Friday
- 9am - 6pm

• Is this enough to be SUCCESSFUL?
No - it's simply the required minimum work to ensure you retain your DRAW privilege.

• So, how do the TOP MV HBA Agents SUCCEED?
We're so happy you asked... 😊



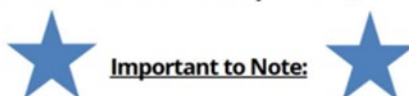
82. Defendants use performance indicators to measure the productivity of its agents in signing up homeowners for the Benefit Program.

How many calls are my *SUCCESSFUL* TEAMMATES making in a week?

Agent Summary Snapshot

Agent Age	Brokerage	Agent	Day of Agent Start Dt	Claims	Call Attempts	Appt. Created	Net Appts. Created	Signing	Signin Rat
Agent 30-60	MVR - NJ	Gregory Caputo	12/6/21	245	399	14	10	8	80.0%
Agent 90+	MVR - NC	Darryl Cook	8/19/20	166	292	16	16	9	56.3%
	MVR - NJ	Kari Phillips	7/8/20	151	265	6	6	4	66.7%

This is a TRUE Snap Shot Taken from the week of January 17th, 2022.

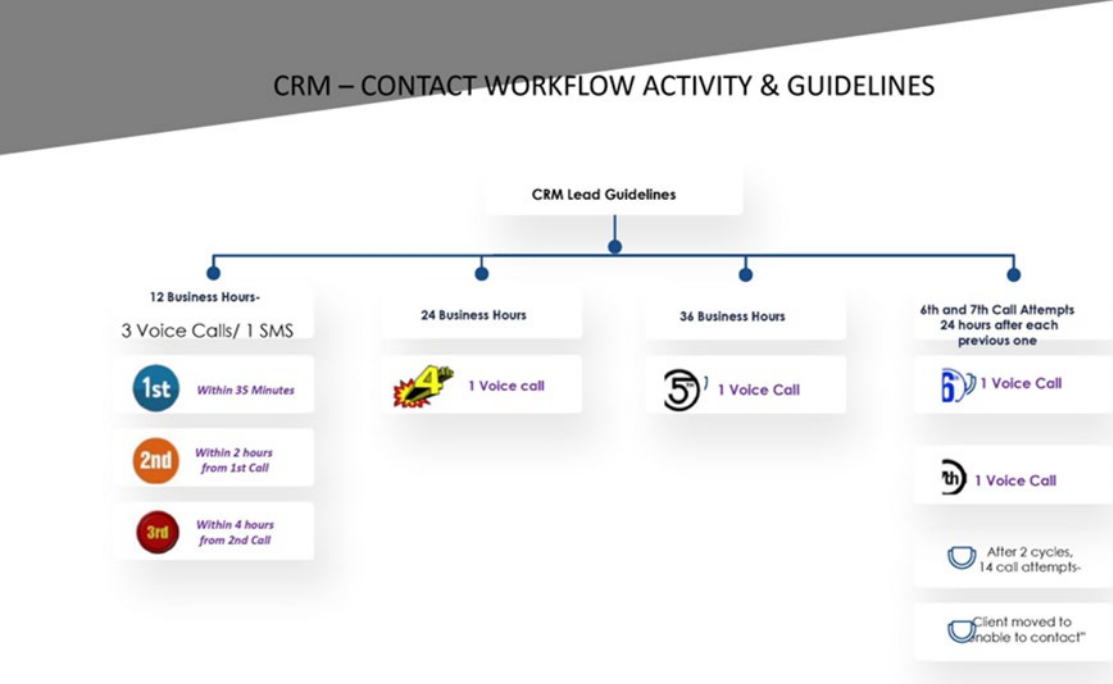


Important to Note:

The success of these agents is not based on ONE (1) week of outbound calls. It is the compound effect of *CONSISTENTLY* making this amount of calls on a weekly basis.

83. Agents are to call a consumer within 35 minutes of receiving consumers' contact information, follow up the first call with two additional phone calls and a text message, and make additional calls each day thereafter.

84. At a minimum, agents are to make at least 14 phone calls to each lead within two weeks of receiving their contact information.



85. Defendants tell their agents in training materials to keep calling consumers and break down the will of consumers who initially refuse the Benefit Program.

**Don't take rejection personally
and, more importantly,
don't let it STOP you from making the calls!**

**Sales Statistics
you should know!**

- In 2007 it took 3.68 cold call attempts to reach a prospect. Today, it takes EIGHT (8) attempts.
- 80% of sales require FIVE (5) follow up calls, whereas 44% of salespeople give up after ONE (1) follow up call.
- 42% of people would be encouraged to make a purchase if the sales rep called back at an agreed-upon, specified time.
- 60% of customers say "no" FOUR (4) times before saying "yes."


86. Agents are provided with call scripts which fail to disclose important details about the Benefit Program and mischaracterize the nature of the program.


87. The example immediately below is a call script Defendants' agents are to use for a consumer who fills out an online form indicating that they are looking for quick cash or a payday loan:

Phone Call Openers


Needs CashLead Source

"Hello, this is *(Agent Name)* with MV Realty. I'd like to tell you how much we can pay you today! I have your address as *123 Mainstreet in Delray*. As the homeowner there, I'm able to offer you *(Insert \$Amt)* today! All you need to do is agree to use me as your Realtor next time you decide you need one."





IMPORTANT TIP:
Identify Clients Name, Address and \$ Amount **BEFORE** making the call.





88. Defendants' agents are trained to deflect and minimize consumers' concerns and the negative aspects of the Benefit Program.

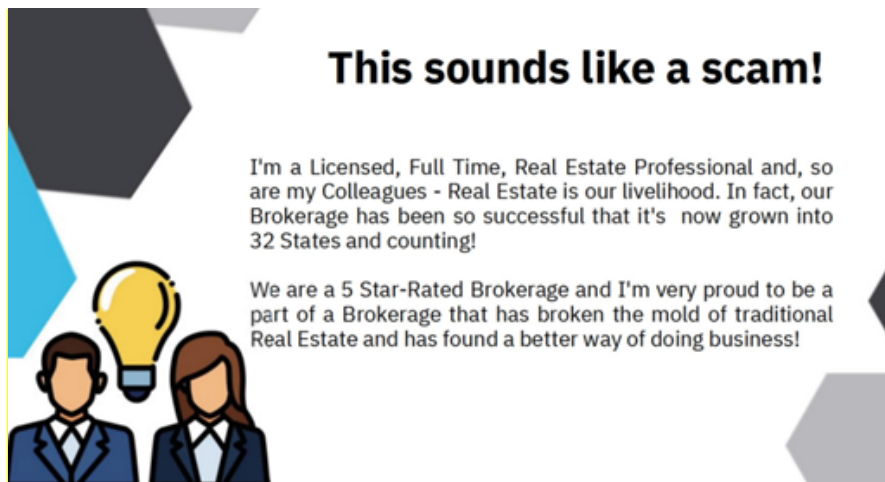
89. The two examples immediately below are call scripts Defendants' agents are to use when a consumer expresses genuine concern that the Benefit Program is a scam:

How can you afford to do this?

We're simply redirecting our marketing dollars. Rather than investing our marketing funds towards radio ads, tv commercials and billboards, we've learned that it's best to invest in you – our future client!

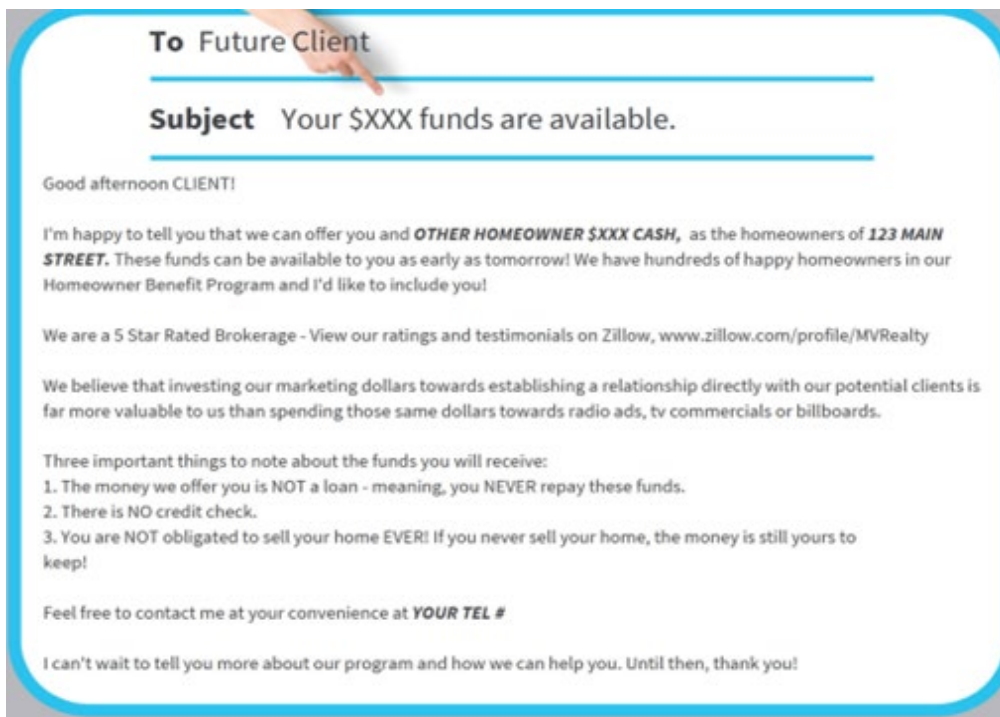






90. As with their online marketing, Defendants' agents market the Benefit Program as presenting little risk, and fail to disclose important and material terms of the HBA.

91. The example immediately below is a sample email Defendants used that fails to mention any of the material risks associated with accepting the cash offered to consumers in exchange for signing the HBA:



92. These aggressive and persistent telemarketing practices have proven effective in Illinois, as consumers who initially declined Defendants' Benefit Program eventually signed up.

3. Defendants Use Unfair and Deceptive Procedures for Executing the HBA.

93. Defendants do not maintain office space in Illinois; as such, consumers generally must execute HBAs either in their home, or in public places.

94. Defendants hire third-party notaries that go to the consumers' homes – or in some cases, meet consumers in public places – to execute the HBA.

95. Defendants' agents generally do not attend the signing process.

96. Defendants almost never send copies of the HBA to consumers prior to execution.

97. The first time many Illinois consumers are presented with the HBA is when the notary appears at a consumer's threshold.

98. Defendants' notaries generally only tell consumers where to sign or initial.

99. The notaries rarely answer consumers' questions, and often rush consumers through the signing process because the notaries are booked for back-to-back HBA execution appointments.

100. As a result, consumers often have no meaningful opportunity to read and understand the most important and material terms of the HBA prior to execution.

101. Instead, consumers are pressured into signing an agreement without a meaningful opportunity to know and understand its terms.

102. When consumers voice concerns to Defendants' notaries, and attempt to contact the agents who sold them the Benefit Program in the first place, Defendants are often unavailable.

103. When consumers can reach Defendants, Defendants deflect consumers' concerns and continue to make misrepresentations about the true nature of the HBA, misstate the terms of

the HBA, and, in at least one instance known to Plaintiff, tell consumers that they have no choice but to sign the HBA.⁸

4. The Homeowner Benefit Agreement is Confusing, and Unfairly Burdensome.

a. The Terms of the HBA.

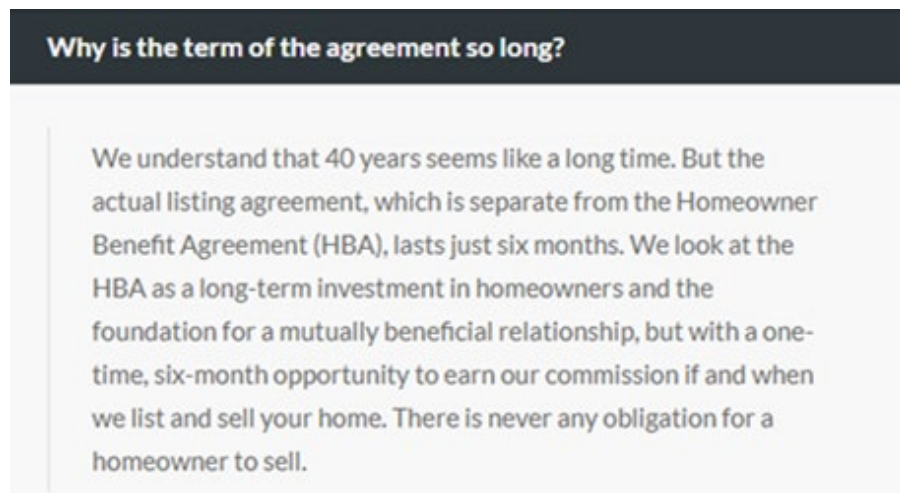
104. The HBA's terms differ in material ways from Defendants' representations.

i. Defendants obscure the HBA's 40-year term.

105. In Defendants' advertisements and sales pitches to consumers, Defendants downplay and obfuscate the HBA's 40-year term.

106. Defendants mislead consumers by conflating the HBA's 40-year term with that of their 6-month listing agreement.

107. For example, one of the questions displayed on Defendants' website FAQs states:



108. Defendants' claim of a "one-time, six-month opportunity to earn [their] commission" is palpably false and misleading – Defendants' may exercise the opportunity to "earn" their commission multiple times over the HBA's 40-year term.

⁸ See Illustration of Consumer Serino, below.

ii. Defendants obscure the true nature of the HBA's owner listing period.

109. According to the HBA's terms, there is one way a consumer can get out of the agreement without paying Defendants: the owner listing period.

110. Under the HBA's owner listing period, if a consumer wishes to sell their home, Defendants have six (6) months to find a purchaser.

111. If Defendants are not able to find a purchaser, consumers have a limited amount of time – just sixty (60) days – to find an unaffiliated, arms-length, bona-fide purchaser not previously identified by Defendants and on terms identical to those under which Defendants previously attempted to sell the home.

112. Under some versions of the HBA, consumers have a second sixty (60) days to close on the sale of the home, but only if consumers are able to find a purchaser before the first sixty (60) days are up.

113. If consumers are not able to sell their homes under these specific terms, consumers remain bound by the HBA for the remainder of the HBA's 40-year term.

114. Defendants mislead consumers about the true nature of the owner listing period and deflect consumers' concerns in call scripts.

What if the home doesn't sell in 6 months?

- If, for any reason, we are unable to successfully sell the home within 6 months, the homeowner is free to sell their home on their own, or with another brokerage – as long as the home is listed, and sold, for the same sales price and terms as listed with us.
- We do offer the homeowner a 60 period immediately AFTER the expiration of our listing agreement. Should they go under contract in that initial 60 days, we allow for an additional 60 days to close. with that SAME buyer.
- However, keep in mind when it comes time to sell their home, no one is more motivated or going to do a better job than us because we are already invested in them from day one!

115. Defendants' website also minimizes the barrier the owner listing period places in consumers' paths.

What happens if MV Realty doesn't sell my home within six months?

In these cases, you can list with another agent or try to sell the house on your own at the same listing price for 120 days. That said, we work hard to sell the properties, so if it's not sold during the initial six-month period, the price that you've set is probably too high. We'll counsel you on pricing strategies but you have the final say in setting the listing price.

iii. The terms of the HBA obfuscate the real estate services Defendants are obligated to provide and are unfair.

116. To induce consumers to execute HBAs, Defendants promise that consumers will get “a full-service real estate brokerage firm” that will represent consumers' interests and negotiate the best sales price.

117. Defendants tell consumers that the HBA is actually an investment in them.

I want to sell my house. What do I do next?

We're a full-service real estate brokerage with an average five-star rating on Zillow: We sell homes for people in the HBP program and for homeowners who aren't. Whether you're an HBP participant or not, please get in touch with us at 561-359-1838 or fill out this form. We look forward to representing you and negotiating the best possible sale price for your home.

118. However, some versions of the HBA attempt to limit the scope of the Defendants' responsibility under the agreement.

119. For example, in one version of the HBA, Defendants state that Defendants will only act as a "transaction broker" for the consumer.

120. This term is not defined in the HBA, but is clearly meant to limit Defendants' obligations.⁹

121. Further, under the terms of the HBA, Defendants may freely assign their obligations under the HBA to unrelated third parties at any time.

122. In other words, Defendants have no legal obligation of specific performance under their HBAs, but can relegate performance by assignment to any stranger willing to take the assignment.

123. Further, the purported listing agreement Defendants force consumers to sign by way of the HBA's terms, allows Defendants to act as a dual agent – that is, an agent for both buyer and seller – whenever they are providing real estate services to consumers pursuant to the HBA.

⁹ See Homeowner Benefit Agreement between Defendants and Consumer Ruby Campbell, attached hereto as Exhibit 4.

124. These HBA provisions contradict Defendants’ marketing of the Benefit Program, which never discloses that Defendants may provide no or limited real estate services to consumers, and instead falsely represents that consumers who execute HBAs with Defendants will have a “full time real estate agent on [their] . . . side.”¹⁰

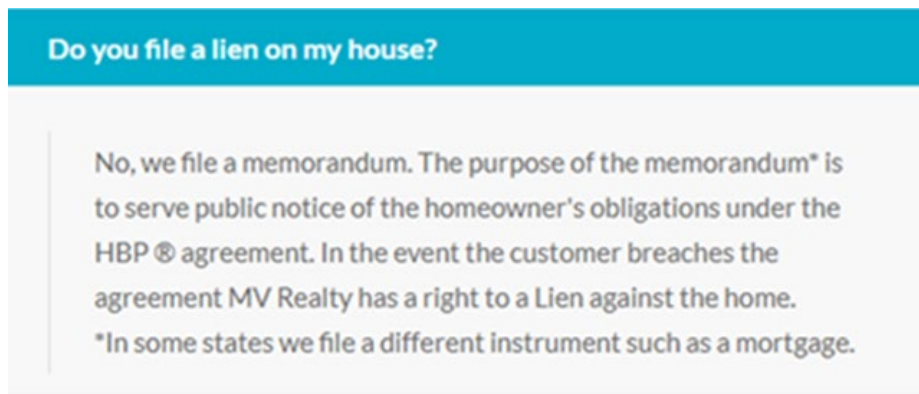
iv. The terms of the HBA allow Defendants to record documents that cloud title to consumers’ homes.

125. For each HBA executed by a consumer, Defendants record a “memorandum” with the recorder of deeds in the county wherein the contracting consumer’s property is located.

126. Defendants have made inconsistent and misleading statements when disclosing the purpose of the “memorandum.”

127. For example, in a website FAQ, updated in or around October 2022, Defendants indicate that they do not file a lien on consumers’ homes.

128. Instead, the FAQ claims, the sole purpose of the “memorandum” is to provide notice that a particular consumer has entered an HBA.



129. However, in a previous website update, Defendants represented in an FAQ that the “memorandum” was a lien.

¹⁰ MV REALTY, *Homeowners Receive Cash with the Homeowner Benefit Program!*, available at: <https://homeownerbenefit.com/?src=9> (last visited Nov. 21, 2023).

Do you file a lien on my house?

Yes, although in some states it is called a memorandum. The purpose of the lien or memorandum is to alert us to breaches of contract (accidental or otherwise). Our lien covers only the commission amount MV Realty would earn if it would have sold your home.

130. Regardless of whether Defendants' "memorandum" is actually a "lien" or not, Defendants, through their website and advertising misrepresentations, do not disclose the fact that the "memorandum" acts as a cloud on title and restraint on alienation.

131. As a result, consumers who are aware of the "memorandum" are unsure whether a lien had been filed against title.

132. Consumers' confusion about the true nature of the Defendants' "memorandum" is compounded by the fact that the terms of the HBA are confusing and do not specifically state that a lien is being recorded:

- b. Company reserves the right to record a memorandum of this Agreement, in form and substance similar to the Memorandum of MVR Homeowner Benefit Agreement attached hereto as **Exhibit B** (the "**Memorandum**"), to provide constructive notice of Company's rights hereunder. Upon Company's request from time to time, Property Owner shall provide Company with a written certificate or recordable amendment to the Memorandum confirming the existence of this Agreement and that this Agreement remains in full force and effect.

133. The purpose of Defendants' "memorandum" is not merely, as Defendants claim, to provide notice that a particular consumer is bound by an HBA; its purpose is to cloud title, constrain what consumers may do with their homes, and create leverage to allow Defendants to coerce consumers into paying Defendants to release them from the HBA.

134. While subject to the cloud on title, consumers are constrained from transferring any interest in their homes, refinancing their mortgages, or gaining access to the equity stored in their homes.

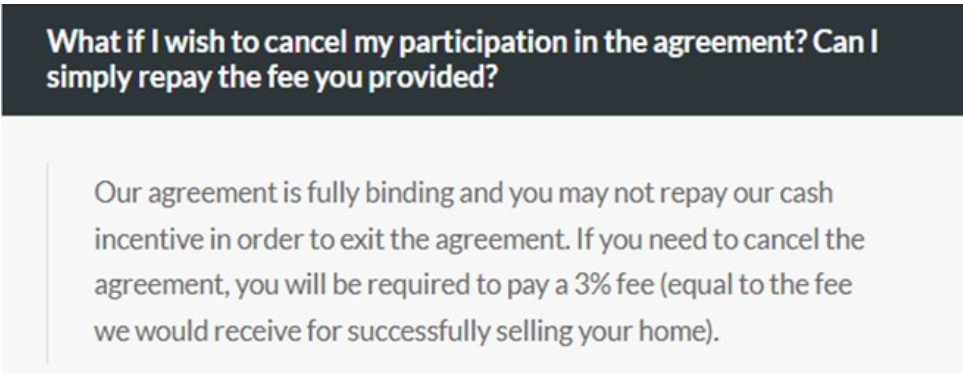
135. In fact, Plaintiff is aware of at least one underwriter operating in Illinois who requires a release of Defendants’ “memorandum” before a consumer may proceed with a home sale or refinance.

v. The HBA’s early termination fee is punitive and unfair.

136. Contained in each HBA is an early termination provision.

137. This clause provides that Defendants are due the listing commission whether or not Defendants do any work to list or sell consumers’ homes.

138. Defendants’ website attempts to minimize the oppressive nature of this provision.



139. The HBA’s early termination fee is triggered when the consumer lists their home for sale with an agent other than Defendants, dies, or the consumer’s interest in the property is altered or transferred by operation of law.

140. For instance, foreclosure and refinance trigger the penalty.

141. Any transfer of title to the home, including to a consumer’s heirs by inheritance, also will trigger the penalty payment upon a sale during the 40-year term unless the new owner assumes the consumer’s obligations under the HBA.

142. The early termination fee represents a ten-times increase over the amount of the HBA promotion payment.

143. It is a termination penalty, disguised as a liquidated damages provision, that represents the minimum revenue stream Defendants expect to harvest from an HBA, and it is the driving force behind Defendants' unlawful enterprise.

vi. Defendants use an unfair home valuation model.

144. The HBA provides that Defendants may apply their proprietary home valuation model to determine the amount of the "promotion fee" consumers receive in exchange for signing HBAs, the commission Defendants will be paid when an HBA-burdened home is sold, or the early termination fee Defendants will charge for a putative breach of the HBA.

145. Defendants' model is not described in the terms of the HBA.

146. Defendants' commission, or the early termination fee, is computed as the greater of the home's value at the time the homeowner signs the HBA, or the home's sale price at the time of sale, as determined solely by Defendants.

147. Given the HBA's 40-year term, the difference between a home's value at the time of HBA execution and potentially several decades later could be significant.

148. Defendants' model allows Defendants to minimize the value of consumers' homes when calculating the "promotion fee," while maximizing the value of consumers' homes when calculating Defendants' commission or the early termination fee.

149. This model provides Defendants total control over how much the consumer receives and how much Defendants earn. It unfairly puts the risk of a decrease in home value squarely on consumers, and gives the benefits of appreciation to Defendants.

b. The putative listing agreement.

150. The HBA that Defendants present to consumers references several exhibits.

151. One such exhibit to the HBA, labeled “Exhibit A,” is a putative listing agreement Defendants present to consumers to execute when, at any point within the 40-year term of the HBA, the homeowner decides to sell.

152. Attached hereto as Exhibit 5, and incorporated herein by reference, is an exemplar Listing Agreement.

153. Some versions of the HBA do not include this putative listing agreement as an attachment to the physical copy of the HBA itself, but instead instruct consumers to go to a web URL to review a sample version of the exhibit.

154. Whether physically attached to the HBA or made available online, the putative listing agreement contains many blanks, fails to contain material terms – like the price at which the Defendants would offer the home for sale – and may not be the same version in use when presented to consumers at the time when consumers want to sell their homes.

155. The putative listing agreement imposes a \$500 ‘administrative fee’ upon consumers payable at the time of any sale involving Defendants.

156. No reference to this fee is made in the HBA itself, nor the advertising of the Benefit Program.

157. In cases where the putative listing agreement is not simultaneously presented to consumers, consumers do not have the opportunity to review and understand the nature of the commitment.

158. The fee is imposed in addition to the money Defendants receive as commission for acting as consumers’ listing agent.

159. The putative listing agreement also provides that Defendants may act as a dual agent; that is, an agent for both buyer and seller in any potential transaction.

160. When acting as a dual agent, Defendants earn a double commission and stand on both sides of the transaction.

161. Despite this conflict of interest, consumers are given no option to refuse this term.

c. The HBA's right to cancel.

162. Some versions of the HBA purport to provide consumers the right to rescind the HBA up to 3 days following execution.

163. However, even after consumers execute the HBA, Defendants fail to provide copies of the executed HBA to consumers until weeks or months later – far after consumers' 3-day right to rescind the HBA has expired where such a right may exist.

164. For some consumers, the first time they learn about their cancellation right is when they receive a copy of the executed HBA.

165. For consumers who can timely attempt to exercise their right to cancel, it often takes multiple calls and emails to Defendants in order for Defendants to recognize consumers' requests.

5. Defendants' Enforcement of the HBA is Unfair and Deceptive.

166. Defendants employ an automated system that monitors the homes of consumers subject to HBAs.

167. This system alerts Defendants to activity suggesting that property subject to an HBA might be subject to a transaction that could trigger an early termination fee.

168. If the alert is triggered, Defendants take immediate and aggressive action.

169. In cases where consumers burdened by HBAs attempt to sell their homes without involving Defendants, or in other potential transfers of HBA-encumbered homes that do not involve Defendants, Defendants send out misleading demand letters threatening consumers with

remedies unavailable to Defendants under the terms of the HBA, such as the return of the “promotion fee.” Attached hereto as Exhibit 6, and incorporated herein by reference, is an exemplar demand letter sent by Defendants to an Illinois consumer.

170. If consumers do not acquiesce to Defendants’ threatening and misleading demand letters, Defendants file declaratory actions against consumers seeking to impose a lien and record a *lis pendens* against consumers’ properties.¹¹

VII. CONSUMER ILLUSTRATIONS

171. Plaintiff has received multiple complaints from consumers relating to the business practices of Defendants. The following illustrations are pled as examples of Defendants’ unlawful business practices and are not meant to be exhaustive.

Consumer Grandle

172. Ms. Grandle currently resides in Naperville, Illinois.

173. In late 2022, Ms. Grandle was looking online for short term loans when she found one of Defendants’ online advertisements. Ms. Grandle clicked on the advertisement and received a phone call from Defendants shortly thereafter.

174. At that time, Defendants offered Mr. Grandle approximately \$1,140 cash in exchange for Ms. Grandle giving Defendants the first opportunity to be Ms. Grandle’s real estate agent if she ever decided to sell her home in the future.

175. Ms. Grandle wanted to go to Defendants’ office to sign an HBA in-person, but Defendants would not allow it.

¹¹ See Complaint for Declaratory Judgment at 4, MV Realty of Illinois, LLC v. Luther Brown, Jr., No. 2022CH09201 (Cir. Ct. Cook Co., Sept. 16, 2022), attached hereto as Exhibit 7.

176. On or about October 23, 2022, Defendants sent a notary to Ms. Grandle's home and Ms. Grandle signed an HBA with Defendants.

177. Throughout the signing process, Ms. Grandle felt rushed and pressured by the notary to sign the HBA quickly.

178. The signing process took approximately ten minutes, and Ms. Grandle was not given a copy of the agreement.

179. Defendants did not discuss the HBA's terms with Ms. Grandle when Defendants offered Ms. Grandle the money.

180. Defendants' notary also did not discuss the HBA's terms with Ms. Grandle during the signing process.

181. At no point was Ms. Grandle informed of the following:

- A. A memorandum or lien would be filed against her home;
- B. She had a 3-day right to rescind the HBA;
- C. The HBA had a 40-year term; or
- D. The HBA contained an early termination fee.

182. Ms. Grandle believes that if Defendants had fully explained the HBA's terms to her, she would not have entered an HBA with Defendants.

Consumer Cosnotti

183. Consumer John Cosnotti currently resides in Kenosha, Wisconsin.

184. Mr. Cosnotti previously owned a property located in Gurnee, Illinois, the property subject to the HBA.

185. Mr. Cosnotti no longer owns the property as his interest in it was foreclosed by the mortgage holder.

186. In early 2021, Mr. Cosnotti was contacted via phone by Defendants, who offered Mr. Cosnotti approximately \$789 cash in exchange for Mr. Cosnotti giving Defendants the first opportunity to be Mr. Cosnotti's real estate agent if he decided to sell his home.

187. Mr. Cosnotti was told he would never have to pay back the \$789.

188. On or about August 24, 2021, Defendants sent a notary to Mr. Cosnotti's home to present him with an HBA, and Mr. Cosnotti accepted the \$789 and entered an HBA with Defendants.

189. At no point was Mr. Cosnotti informed of the following:

- A. A memorandum or lien would be filed against his home;
- B. He had a 3-day right to rescind the HBA;
- C. The HBA had a 40-year term; or
- D. The HBA contained an early termination fee.

190. Mr. Cosnotti believes that, if Defendants had fully explained the HBA's terms to him, he would not have entered an HBA with Defendants.

191. Mr. Cosnotti fell behind on his mortgage payments, and the mortgage holder filed a foreclosure proceeding against Mr. Cosnotti's home on or about October 15, 2021.

192. On or about May 2, 2022, Defendants sent Mr. Cosnotti a demand letter indicating Mr. Cosnotti would be subject to the HBA's early termination fee, among other penalties, if Mr. Cosnotti did not sell his home using Defendants' real estate agents.

193. Specifically, Defendants' demand letter told Mr. Cosnotti, "[Y]ou are liable to pay MV Realty 3% of the sales price or fair market value of the Property, payable on or before the closing date. You are also liable for the return of the consideration that you received from MV

Realty, plus interest and costs, including, but not limited to reasonable attorney's fees, incurred in pursuit of collection."¹²

194. On or about October 28, 2022, the court in the foreclosure proceedings issued a *Judgment of Foreclosure and Sale*.

195. On or about April 20, 2023, Mr. Cosnotti's home was sold at sheriff's sale.

Consumer Serino

196. Consumer Sterling Serino currently resides in South Holland, Illinois.

197. In early 2022, Mr. Serino received an unsolicited phone call from Defendants, who offered Mr. Serino money in exchange for Mr. Serino giving Defendants the first opportunity to be Mr. Serino's real estate agent if he ever decided to sell his home in the future.

198. Mr. Serino thought Defendants were trying to sign people up for a scam, declined Defendants' agent's offer, and requested not to be contacted again.

199. Following Mr. Serino's request not to be contacted again, Mr. Serino received approximately 3-4 additional unsolicited calls from Defendants.

200. On or about October 18, 2022, after Mr. Serino had lost his job, was in dire need of money, as his vehicles were in danger of being repossessed, Mr. Serino once again received an unsolicited call from Defendants' agent offering \$845 cash in exchange for signing the HBA.

201. On or about October 22, 2022, Defendants sent a third-party notary to Mr. Serino's home to execute the HBA. Mr. Serino was rushed through the signing process by the notary, who indicated they had children waiting in their car.

202. While signing the HBA, Mr. Serino learned, for the first time, about some of the HBA's more onerous terms, including the early termination fee.

¹² *MV Realty of Illinois, LLC's Demand Letter to Consumer Cosnotti*, attached hereto as Exhibit 6.

203. Thereafter, Mr. Serino refused to execute the HBA.

204. The notary then stepped outside and contacted Defendants' agent.

205. Defendants' agent contacted Mr. Serino and insisted that Mr. Serino was required to execute the HBA because Mr. Serino had already agreed to sign.

206. Thereupon, Mr. Serino executed the HBA.

Consumer Brown

207. Consumer Luther Brown, a senior citizen, resided in Gulfport, Mississippi.

208. In June 2021, Mr. Brown owned a property located in Chicago, Illinois.

209. On or about June 21, 2021, Mr. Brown executed an HBA with Defendants with respect to the property located in Chicago, Illinois.

210. On or about June 1, 2022, the holder of Mr. Brown's mortgage filed a foreclosure proceeding against Mr. Brown's home and listed Defendant MV Realty of Illinois, LLC as a Co-Defendant.¹³

211. On or about September 16, 2022, Defendant MV Realty of Illinois, LLC filed a lawsuit against Mr. Brown in Cook County for declaratory relief that sought to place a *lis pendens* in the chain of title to Mr. Brown's property.¹⁴

212. In Defendant MV Realty of Illinois, LLC's lawsuit, it argued that "[t]he Homeowner Agreement contains provisions stating that Mr. Brown's contract obligations constitute a covenant running with the land, and that any amounts owed to MV Realty as a result of default will be secured by a lien against and security interest in the Property."¹⁵

¹³ Compl. for Foreclosure & Other Relief at 1, U.S. Bank Trust Nat'l Ass'n v. Luther Brown, Jr., et al., No. 2022CH05235 (Cir. Ct. Cook Co., June 1, 2022), attached hereto as Exhibit 8.

¹⁴ Compl. for Decl. J. at 4, MV Realty of Illinois, LLC v. Luther Brown, Jr., No. 2022CH09201 (Cir. Ct. Cook Co., Sept. 16, 2022), attached hereto as Exhibit 7.

¹⁵ *Id.* at 3, ¶14 (internal citation omitted).

213. On or about November 9, 2022, in lieu of Defendant MV Realty of Illinois, LLC's answer to the mortgage holder's foreclosure complaint, Defendant MV Realty of Illinois, LLC filed a counter-claim against Mr. Brown in the foreclosure proceeding seeking to have Defendant MV Realty of Illinois, LLC's "interest in the subject property be recognized as a valid and subsisting lien superior to all liens, rights, interests, except that of [Mr. Brown's mortgage company]" ¹⁶

214. On or about March 14, 2023, the court in the foreclosure proceeding issued a *Judgment of Foreclosure and Sale*.

215. At that time, the court recognized Defendants' "Memorandum of MVR Homeowner Benefit Agreement" as a lien inferior only to the rights of Mr. Brown's mortgage company. ¹⁷

216. Mr. Brown passed away in January, 2024.

VIII. VIOLATIONS OF LAW

COUNT 1: UNFAIR AND DECEPTIVE ACTS

217. Paragraphs 1 through 216 of this Complaint are re-alleged and incorporated by reference as if fully set forth herein.

218. While engaged in trade or commerce, Defendants committed unfair or deceptive acts or practices declared unlawful by Section 2 of the Consumer Fraud Act, with the intent that consumers rely on them, by engaging in the following acts or practices:

¹⁶ MV Realty of Illinois, LLC's Countercl. in Lieu of its Answer to Pltf.'s Compl. for Foreclosure & Other Relief at 1, U.S. Bank Trust Nat'l Ass'n v. Luther Brown, Jr., et al., No. 2022CH05235 (Cir. Ct. Cook Co., Nov. 9, 2022), attached hereto as Exhibit 9.

¹⁷ See J. of Foreclosure & Sale at 4-5, U.S. Bank Trust Nat'l Ass'n v. Luther Brown, Jr., et al., No. 2022CH05235 (Cir. Ct. Cook Co., Mar. 14, 2023), attached hereto as Exhibit 10.

- A. Deceptively marketing Defendants' Benefit Program to consumers by misrepresenting and failing to disclose the true nature of the Benefit Program;
- B. Unfairly targeting vulnerable consumers in financial distress with high-pressure marketing and repeated telephone solicitations;
- C. Deceptively representing that Defendants are a full-service real estate brokerage firm and then failing to provide the real estate brokerage services advertised in its marketing and communications;
- D. Deceptively duping consumers into executing HBAs by obfuscating, overshadowing, and failing to disclose material contract terms that benefit only Defendants and lock consumers into an oppressive agreement for up to 40 years;
- E. When advertising the Benefit Program, omitting mention of the \$500 'administrative fee' contained in the putative listing agreement with the intent that the consumers rely on the material omission;
- F. In cases where the putative listing agreement is not simultaneously presented to consumers with the HBA, omitting mention of the \$500 'administrative fee' with the intent that the consumers rely on the material omission;
- G. During execution of the HBAs, unfairly and deceptively employing methods that deprive consumers of meaningful opportunity to review and rescind the agreement;
- H. Unfairly and deceptively clouding title on consumers' properties by recording a "memorandum," or similar document, to enforce the terms of the HBA;
- I. Unfairly and deceptively trapping consumers in a 40-year contract that binds their heirs and successors in interest to the property when consumers are not made aware of that term;

J. Unfairly and deceptively employing an onerous early termination provision in the HBA that acts as an inequitable penalty provision and serves to guarantee a minimum revenue stream that Defendants expect to harvest from an HBA; and

K. Unfairly and deceptively employing methods to enforce the early termination penalty provision in an attempt to extract HBA unearned fees and commissions from consumers.

219. Defendants Zachman, Manchester, and Mitchell, acting individually and in concert, have devised, directed, authorized, approved, and carried out the above-described practices through the instrumentality of MVR.

COUNT 2: DECEPTIVE TRADE PRACTICES

220. Paragraphs 1 through 216 of this Complaint are re-alleged and incorporated by reference as if fully set forth herein.

221. While engaged in trade or commerce, Defendants committed deceptive trade practices declared unlawful by Section 2 of the Deceptive Trade Practices Act by engaging in the following acts or practices:

A. Representing that the Benefit Program contains characteristics, uses, or benefits that it does not have by:

1. Representing that consumers do not have to repay Defendants “incentive payment,” when in fact Defendants demand its repayment;
2. Representing, explicitly or by implication, that Defendants will act as “full time real estate agent on [consumers’] . . . side” throughout the HBA’s 40-year term, when in fact the HBA contains an assignment clause that allows Defendants to delegate some or all of its obligations under the HBA to third

parties, and the purported listing agreement Defendants force consumers to sign allows Defendants to act to act as a dual agent, that is, an agent for both buyer and seller, in any potential transaction;

- B. Advertising Defendants' goods or services with intent not to sell them as advertised; and
- C. Engaging in conduct which similarly creates a likelihood of confusion or misunderstanding.

222. Defendants Zachman, Manchester, and Mitchell, acting individually and in concert, have devised, directed, authorized, approved, and carried out the above-described practices through the instrumentality of MVR.

IX. PRAYER FOR RELIEF

Wherefore, Plaintiff respectfully requests that this Honorable Court enter an Order:

- A. Finding that Defendants committed unfair or deceptive acts or practices in the conduct of trade or commerce in violation of Section 2 of the Consumer Fraud Act and Section 2 of the Deceptive Trade Practices Act;
- B. Preliminarily and permanently enjoining Defendants from engaging in any unlawful practices under Section 2 of the Consumer Fraud Act and Section 2 of the Deceptive Trade Practices Act as alleged herein, including but not limited to a permanent injunction barring each Defendant from working in the real estate industry, in any capacity, in or from the State of Illinois;
- C. Revoking all licenses, charters, franchises, certificates, or other evidence of authority of Defendants to do business in the State of Illinois;

D. Finding all contracts between Defendants and Illinois consumers affected by Defendants' unfair or deceptive acts or practices under Section 2 of the Consumer Fraud Act and Section 2 of the Deceptive Trade Practices Act are void, unenforceable, or rescinded;

E. Ordering the release of all of Defendants' filed memoranda;

F. Ordering Defendants to pay full restitution to all Illinois consumers affected by Defendants' unfair or deceptive acts or practices under Section 2 of the Consumer Fraud Act and Section 2 of the Deceptive Trade Practices Act;


G. Ordering each Defendant to pay a civil penalty of \$50,000 per unfair or deceptive act or practice, and an additional amount of \$50,000 for each act or practice found to have been committed with intent to defraud, as provided by Section 7(b) of the Consumer Fraud Act;

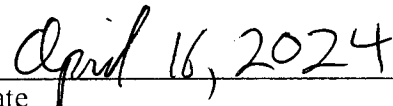
H. Ordering each Defendant to pay a civil penalty up to \$10,000 for each method, act, or practice declared unlawful under the Consumer Fraud Act and directed towards a person 65 years of age or older, as provided in Section 7(c) of the Consumer Fraud Act;

I. Ordering Defendants, jointly and severally, to pay all costs for the investigation and prosecution of this action, as provided by Section 10 of the Consumer Fraud Act and Section 3 of the Deceptive Trade Practices Act; and

J. Providing such further equitable and other relief as justice and equity may require.

THE PEOPLE OF THE STATE OF ILLINOIS,
BY KWAME RAOUL,
ATTORNEY GENERAL OF ILLINOIS


BY: JACOB GILBERT, Deputy Bureau Chief
Consumer Fraud Bureau


Date

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