

Commonwealth of Massachusetts

Suffolk County

Superior Court
Civil Action No.

Commonwealth of Massachusetts,

Plaintiff,

v.

MV Realty PBC, LLC, MV of Massachusetts,
LLC

Defendants.

RECEIVED
DEC 13 2022
SUPERIOR COURT-CIVIL
MICHAEL JOSEPH DONOVAN
CLERK/MAGISTRATE

COMPLAINT
INTRODUCTION

1. The Commonwealth of Massachusetts, by and through its Attorney General, Maura Healey, brings this action against defendants MV Realty PBC, LLC and MV of Massachusetts, LLC ("MV" or "Defendants"), for engaging in unfair or deceptive acts and practices in conjunction with consumer finance and residential real estate, for unlicensed practice of law, and for systemic violations of Massachusetts laws related to mortgages and consumer loans. The Commonwealth is seeking preliminary and permanent injunctive relief, restitution, penalties, costs, attorneys' fees, and other appropriate relief pursuant to the Massachusetts Consumer Protection Act, G.L. c. 93A, §§ 2 and 4.

2. While MV presents itself as a real estate brokerage, its primary business is marketing and selling to Massachusetts homeowners a product it deceptively calls a "Homeowner Benefit Agreement" ("HBA"). MV targets and aggressively markets the HBA to vulnerable consumers as a "loan alternative." In substance, the HBA provides that MV will pay homeowners a cash advance, in a median amount of around \$1,150, in exchange for the homeowners' agreement to use MV exclusively as their real estate broker if they sell their home. The HBA has a 40-year term. As presented to consumers, it entitles MV to a "commission" payment of at least ten times the advance when the homes are sold.
3. In reality, this tenfold repayment, dubbed an "early termination fee," occurs on virtually any transfer during the 40-year term, whether or not MV provided any such real estate services. This includes transfers by operation of law such as by divorce or foreclosure. MV's brokerage services come at a premium price, despite their serving as a "transaction facilitator," who has fewer obligations than a traditional seller's *agent*. The HBA is secured by a power of sale mortgage on the homeowner's property, which permits non-judicial foreclosure in the event of a breach. Based on the terms of the HBA and MV's business model, MV is a financial institution pedaling a usurious financial instrument while masquerading as a real estate brokerage firm.

4. In marketing and selling the HBA, MV takes extraordinary steps to conceal the true terms of the transaction from homeowners. This includes false and misleading advertising, false statements and misleading half truths made by telemarketers, and a system for closing these transactions so efficient at concealing material terms of the HBA that most homeowners did not understand that MV recorded a mortgage encumbering their home.

JURISDICTION AND VENUE

5. The Attorney General is authorized to bring this action pursuant to G.L. c. 12, § 10 and G.L. c. 93A, § 4.
6. This Court has jurisdiction over the subject matter of this action pursuant to G.L. c. 12, § 10 and G.L. c. 93A, § 4 and personal jurisdiction over Defendants pursuant to G.L. c. 223A, §§ 2 and 3.
7. Venue is proper to Suffolk County pursuant to G.L. c. 93A, § 4.

PARTIES

8. The Plaintiff is the Commonwealth of Massachusetts, represented by Attorney General Maura Healey, who brings this action in the public interest.
9. Defendant MV of Massachusetts, LLC is a Massachusetts Limited Liability Company.
10. Defendant MV Realty PBC, LLC is a Florida limited liability company based in Delray Beach, Florida. Upon information and belief, MV of Massachusetts, LLC

operates under the control and through the direct involvement of MV Realty PBC, LLC.

FACTS

MV's Product

11. MV presents itself to consumers as “an innovative real estate firm” that offers borrowers a monetary “incentive” to utilize their services in the future through its “loyalty program.”
12. In reality, MV's primary business is marketing a product to Massachusetts homeowners that it calls a “Homeowner Benefit Agreement” (“HBA”).
13. MV purports that the HBA is a contract whereby MV pays homeowners upfront and will act as homeowner's real estate brokerage should they decide to sell.
14. It is actually a financial instrument designed to virtually guarantee MV a tenfold return on its advance—and secured by a mortgage.
15. This product is marketed through keyword-based internet advertising to consumers seeking, among other searches, small loans, pay day loans, and home equity loans.
16. MV hires licensed real estate salespeople to act as telemarketers and markets itself as a real estate brokerage even though it has sold very few homes in Massachusetts through these transactions.

17. Under the HBA, the homeowner must make a payment to MV not only upon a sale, but also upon other transfer of title to the property or certain other triggering events.
18. Regardless, the minimum payment amount is ten times (1000%) the initial amount of the cash paid to the homeowner.
19. The primary document homeowners are required to execute is the HBA Contract. A true and correct copy of a sample HBA MV uses is attached as **Exhibit A**.
20. While MV has slightly altered the language and formatting of the HBA over time, these changes are minimal and not material to the complaint.
21. The term of the HBA is forty (40) years.
22. The HBA is secured by a power of sale mortgage, which MV records in the Registries of Deeds.
23. Examples of these mortgages, which permit non-judicial foreclosure for any breach, are included in **Exhibit A**. These mortgages identify MV as the "lender" and the homeowner as the "borrower."
24. These mortgages have limited and will continue to limit homeowners' options to refinance loans, obtain home equity lines of credit, obtain a reverse mortgage, or engage in other common transactions secured by their homes.

25. A listing agreement that will govern the future listing of the home is incorporated by reference to a URL in the HBA Contract. A copy of this listing agreement is attached to this complaint as **Exhibit B**.
26. As consideration for this agreement, homeowners are paid upfront 0.3% of the current value of the home as calculated by an automated valuation model used by MV. These payments have a median value of around \$1,150. No homeowner has received more than \$3,200.
27. With narrow exceptions¹, upon transfer of title during the 40-year term of the HBA Contract, the homeowner must eventually pay MV 1,000% of the amount advanced.
28. This ten-fold repayment is styled as broker commission if the homeowner lists and sells their property with MV Realty. This “commission” is unusually high for at least three reasons:
- a. The 6% total commission is 1-2% higher than currently prevailing rates in Massachusetts;
 - b. MV’s listing agreement includes a hidden \$500 “administrative fee,” which is not typically used in Massachusetts; and
 - c. MV’s listing agreement includes a “floor” commission, which ensures MV its minimum 1,000% repayment even if the market declines.

¹ The narrow exceptions include certain estate-planning transfers or transfer on death if the transferee immediately assumes the agreement. Additionally, if MV fails to sell the property for six months, the homeowner has a short window in which to attempt to find a buyer on terms that are so onerous they are unlikely to ever occur. The specifics are described in Exhibit A. Finally, some, but not all, of the HBA Contracts do not require repayment in the event of foreclosure.

29. For other transfers of the property or other triggers, the ten-fold repayment is styled as an "early-termination fee."
30. Although MV falsely markets that it will act as an agent for the homeowner should they decide to sell, the HBA Contract specifies that MV or its assignee will only act as a "non-agent facilitator."
31. A non-agent facilitator is a type of transaction broker that owes no duty of loyalty to the seller, has no obligation to seek the highest price the market will bear, and owes no duty of confidentiality to the seller.
32. In Massachusetts it is extremely rare for home sellers represented by a brokerage to use non-agent facilitators instead of seller's agents because a seller's agent is obligated to seek the best value possible for the seller.
33. The HBA Contracts include a forced arbitration clause that limits homeowners' ability to seek the injunction of a foreclosure by MV, prohibits class or collective relief, and includes a "loser-pays" rule that creates a potentially ruinous financial burden for borrowers seeking to enforce the contract.
34. This arbitration clause, as written, effectively prohibits consumers from seeking injunctive relief from the Court to stop a non-judicial foreclosure prior to the complete resolution of a dispute. To the extent that such an injunction could be obtained from an arbiter, the timeline in the clause does not permit an arbiter to be agreed on prior to the minimum, pre-sale advertising process.

35. As of the date of this complaint, MV has executed over 500 HBA Contracts with Massachusetts homeowners.
36. Because MV may freely assign its rights under the HBA Contract over the course of the forty-year term, the entity or broker providing these high-cost, bare-bones transaction facilitator services may or may not be MV or the salesperson who initiated the transaction.
37. MV or its principals are assigning and collateralizing HBA Contracts and, upon information and belief, have or will create a secondary market for HBA Contracts or obligations securitized by HBA Contracts.
38. These contracts have been or will be transferred to commonly owned affiliates, MV Realty Receivables 1, LLC and MV Receivables II, LLC, and MV Receivables III, LLC as securitized investment vehicles for third-party companies.

MV's Aggressive and Deceptive Marketing

39. Given the extreme lopsidedness of the transaction described above, MV's business model relies on aggressively and deceptively marketing its HBAs to ensure that consumers are unable to meaningfully understand what they are signing. This deception begins at the initial point of interest and runs through at least the end of the post-signing rescission period.
40. MV disproportionately targets elderly and low-income homeowners.

41. MV markets through paid search terms whereby borrowers conducting internet searches for certain items are presented with MV's advertising. These search terms include phrases targeting individuals searching for information on small loans or public benefits. Such search terms include:

- a. "Mortgage stimulus program,"
- b. "Wells Fargo air conditioning financing,"
- c. "Loan to fix up house," and
- d. "Roofing grants for seniors."

42. Homeowners searching for these and other terms are provided with targeted advertisements, which frequently imply that the HBA is a public program or merely a promotion offered to build name recognition and good will. For example:

The image displays two screenshots of advertisements for the Homeowner Benefit Program. The left screenshot shows an advertisement with the following text: "Ad · homeownerbenefit.com/sign-up/reward", "Homeowner Benefit Program® | Get a Cash Investment | Sign-Up Reward Up To \$5,000", "New program members may be able to access their Benefit Funds as soon as today. The Homeowner Benefit Program® is more than a stimulus. Get ongoing support and guidance.", and "Call 866-716-0682". The right screenshot shows two separate advertisements. The top one reads: "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...", and "View assets details". The bottom one reads: "Homeowner Benefit Program® | Your Home for Benefits | Homeowner Support and... www.homeownerbenefit.com/join", "We're here through every stage of homeownership, offering resources to help...", and "View assets details".

43. MV also markets on social media, including Facebook and Instagram. Examples suggest the HBA is merely a "loyalty program:"



Paid My Bills Today ✓

That's what our clients are saying after they join our Homeowner Benefit program where we give them \$300-\$5,000 just for agreeing to work with us in the future.

Homeowner Benefit Program®

WELCOME OFFER



SEE IF YOUR HOME QUALIFIES

HOMEOWNERBENEFIT.COM
Homeowners Get the Relief You Need 🏠

LEARN MORE

Like Comment Share



We will pay you today for the opportunity to serve as your real estate agent in the future.

MV Realty is changing real estate with our innovative loyalty program. We are paying qualified homeowners up to \$5,000 to be their real estate agent when they decide to sell.

This is not a loan and there is no obligation to sell your home.

Learn more at <https://whatsmybenefit.com/?src=2>



WHATSMYBENEFIT.COM
Homeowners Get Cash Without Selling Your Home!

LEARN MORE

Like Comment Share

44. These advertisements lead to websites maintained by MV which fail to disclose material terms of the HBA, reinforce consumer confusion about the nature of the program, and request homeowners provide contact information to “find out how much you qualify for today.”

45. Through at least August 1, 2022, these websites made no reference to a lien or mortgage. Presently MV’s website explicitly and falsely states that MV does not file liens on properties.

Do you file a lien on my house?

No, we file a memorandum. The purpose of the memorandum is to serve public notice of the homeowner's obligations under the HBP ® agreement.

46. In addition to generating leads through its own advertising, MV purchases leads from other sources, including leads on homeowners who were looking for small loans or home equity loans.
47. Once MV obtains a lead, it aggressively markets its HBAs by barraging borrowers with phone calls, text messages and emails. Some examples include:
- a. MV uses a model that requires its salespeople to call borrowers a total of ten times to follow a lead;
 - b. MV advises its salespeople that "60% of customers say 'no' FOUR (4) times before saying 'yes';" and
 - c. While MV maintains an internal do not call list, customers must affirmatively request to be put on it. Upon information and belief, MV still calls consumers on its do not call list and does not honor other such lists.
48. In these conversations, MV pushes homeowners to agree to an in person signing with a contract notary who will meet the homeowner at their house or another off-site location.
49. MV or its agents take numerous steps at closing to ensure borrowers do not have a reasonable opportunity to read or understand the HBA Contracts. Examples of this conduct include:
- a. MV does not generally provide documents in advance to provide consumers time to read them,

- b. At closing, physical documents are printed in size 8-point type,
 - c. MV's mobile notaries are uninformed about the details of the HBA,
 - d. MV's mobile notaries frequently rush borrowers, and
 - e. MV and its agents generally do not leave homeowners with copies of the documents they executed or otherwise provide copies until after the expiration of the three-day rescission period until after the expiration of that period.
50. Through this marketing process, MV fails to disclose, conceals, or misrepresents numerous material items related to the HBAs and its business practices in Massachusetts.
51. MV fails to disclose, conceals, or misrepresents the consideration the borrower must provide for the HBA. Examples of this conduct include, but are not limited to:
- a. MV's agents describe the money advanced under an HBA as "a promotion" or "free money."
 - b. MV's agents are trained to tell borrowers that advancing money under an HBA is financially possible because "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!"
 - c. MV asserts that there is "no repayment" obligation, and
 - d. MV's advertisements and agents have created borrower confusion that MV's program is a public stimulus, benefit, or other program to provide relief to homeowners during the pandemic.
52. Through misstatements and misleading half-truths, MV conceals the duration of the HBA Contracts.

53. Through misstatements and misleading half-truths, MV conceals that the HBA is

secured by a power of sale mortgage. Some examples of this conduct include:

- a. MV uses call scripts targeting homeowners who have sought mortgage refinancing that state, "We're not a mortgage company." [reference: MV0000094];
- b. To compound this deception or half-truth, MV omits any mention of a mortgage or security instrument on their website, in their call scripts, or in promotional materials;
- c. MV, as a policy, does not provide documents in advance of the closing unless borrowers are insistent,
- d. As a policy, MV requires its salespeople to be on the phone at the closing to "explain" the documents and or respond to borrower objections,
- e. These explanations include deceptions and half-truths to conceal the true nature of the transaction. If borrowers identify the mortgage, MV reads a script that states the Mortgage is merely a "public notice" and that "For some reason, Massachusetts requires us to call this a Mortgage," and
- f. MV does not provide copies of these documents to consumers at the closing, even upon borrower request.

54. Through misstatements and misleading half-truths, MV conceals that the HBA

will ensure that the homeowner can only use a non-agent facilitator to sell the

property rather than a seller's agent. Examples include but are not limited to:

- a. Repeated representations that homeowners will act as an "agent" and be "on their side,"
- b. Providing a blank copy of the mandatory real estate licensee-consumer relationship (agents, facilitators, etc.) disclosure to homeowners, with the type of relationship (facilitator v. agent) unchecked, and
- c. Stating the half-truth that MV will act as a "realtor" while omitting that MV's services will not include the confidentiality or loyalty that is the industry standard in Massachusetts.

55. Through misstatements and misleading half-truths, MV conceals the HBA's repayment terms. Some examples, among many, include:
- a. Internet ads state: "Homeowners can get \$500-\$5k CASH TODAY with MV Realty's Homeowner Benefit Program. You don't have to sell your home or pay us back. Submit your information and receive a call from a licensed real estate agent today. NO credit check required."
 - b. MV's promotional emails state, "The funds are yours regardless of your decision to sell or not in the future. Remember, because it's not a loan, there is NO repayment," and
 - c. Other email promotions state, "you NEVER repay these funds."
56. Through misstatements and misleading half-truths, MV conceals that the "commission" and "early termination fee" in the HBA Contract are calculated on the higher of MV's estimation of the home price at either a) the time the contract is executed or b) the time of sale or termination. When combined with MV's role as non-agent facilitator, this provision ensures that MV has no incentive to seek the highest price the market will bear in the event of a declining market.
57. Through misstatements and misleading half-truths, MV conceals the existence and the amount of the "early termination fee." Examples of this conduct include:
- a. MV's website and marketing materials generally omit this fee entirely, while asserting that the HBA advance does not need to be repaid,
 - b. MV omits the fee from marketing materials or refers to the fee as a "3% penalty" without disclosing that this is 3% of the value of the home rather than 3% of the money MV advanced to the borrowers, and
 - c. MV's agents have made assertions such as, "we're not going to come after you for anything."

58. Through misstatements and misleading half-truths, MV conceals which actions or events constitute "early termination events" that trigger immediate, ten-fold repayment of the HBA advance. Some examples of this include:
- a. Salespeople making false representations to the effect of "the contract dies with you."
 - b. MV's sales script falsely informs borrowers that if MV is "unable to successfully sell the home within 6 months" the homeowner may "sell their home on their own, or with another brokerage" while under the HBA Contract, retaining another brokerage triggers an early termination event, and
 - c. While MV markets its materials to homeowners in financial distress, it does not disclose that losing the home to foreclosure is often an early termination event.
59. Through misstatements and misleading half-truths, MV conceals that its rights under the HBA Contracts are freely assignable. Some examples of misleading statements include:
- a. MV's marketers make assertions to the effect of "I will work with you in the future,"
 - b. Marketing videos state that MV wants to build "relationships, not transactions," and
 - c. Call scripts say "All you need to do is to use me as your Realtor next time you decide you need one."
60. The misstatements and omissions described above are material, have a tendency to deceive homeowners, and are relied upon by homeowners who have executed HBAs.
61. Through this marketing approach, MV fails to disclose, conceals, or misrepresents that its brokers and salespeople have sold few properties in Massachusetts

through its HBA Contracts. MV's robust requirements related to outbound calls leave insufficient time remaining for salespeople to also sell properties.

62. MV's salespeople receive only cursory and often inaccurate training related to the true terms of the HBAs.

63. MV actively incentivizes its salespeople to persuade borrowers to sign HBA Contracts and Mortgages and includes few if any safeguards to ensure salespeople provide accurate information. Illustrative examples include but are not limited to:

- a. Salespeople are compensated primarily or exclusively through commissions on HBA Contracts,
- b. Potentially lucrative weekend work is reserved for salespeople who make 30-60 daily outbound calls, schedule at least 2 closings a week, and maintain a signing ratio of 60% or higher, and
- c. To the extent that MV has consumer protection policies, they do not include training salespeople on consumer protection law or monitoring salespeople to avoid consumer protection violations.

MV's Improper Mortgages

64. MV's mortgages are not prepared by an attorney licensed to practice in Massachusetts. This has led to repeated and preventable errors, including misidentifying the mortgagee in 170 mortgages as "MV Realty of Massachusetts, LLC," a non-existent company.

65. MV's unconventional mortgage practices create clouds and uncertainty in the title system, including but not limited to, recording mortgages that do not state an amount or maturity date, recording mortgages without legal descriptions of the

property, and recording mortgage discharges that are not executed by one of the officers listed in G.L. c. 183, § 54B.

66. MV's mortgage closings happen without substantive involvement by an attorney.

This has led to actual harm to borrowers including but not limited to:

- a. Misrepresentations being made to homeowners at closings,
- b. Borrowers executing mortgages without knowing that they have executed mortgages, and
- c. Avoidable failures to ensure that funds are disbursed prior to the recording of a mortgage.

67. These mortgages have prevented homeowners from refinancing mortgages, obtaining home equity lines of credit, or obtaining reverse mortgages. These barriers occur both through the existence of a superior lien rendering homeowners ineligible for such products and because confusion related to the lien delays or otherwise interferes with conventional mortgage closings.

68. MV or its agents record mortgages and attempt to enforce HBA Contracts even where borrowers never received the promised money from the HBA.

MV's Real Estate Capabilities

69. Where borrowers reach out to the brokers who facilitated the transaction for assistance to sell their home, MV routinely fails to provide meaningful assistance in selling the homes. Examples include:

- a. Failing to return calls,
- b. Declining to hold open houses, and

c. Declining to even place “for sale” signs in the yard.

70. While MV trains its brokers and salespeople in marketing HBAs, it provides little if any assistance or supervision to brokers or salespeople seeking to actually sell houses.

71. Through these deceptive practices, failures to provide mandatory notices, and securing a mortgage on a prospective client’s property, MV violates ethical requirements of the real estate profession.

MV’s Business Model

72. MV intends to rapidly expand and encumber as high a percentage of Massachusetts real property as possible before other brokerages, regulators, or courts have an opportunity to meaningfully respond.

73. The terms of the HBA are unconscionable and abusive, leading homeowners to put their homes at risk and encumber their most valuable asset in exchange for payments averaging a mere \$1,150.

74. Although the HBAs contractually require repayment in virtually all circumstances, are marketed to consumers seeking loans, and are secured by mortgages on consumer’s homes in which MV identifies itself as a “lender,” MV typically maintains that its product is “not a loan.” MV does not comply with the Commonwealth’s lending laws, including its criminal usury statute.

75. MV describes the circumstances where a consumer is obligated to either pay an early termination fee or a “commission” as the “harvest” of an HBA.

76. Upon information and belief, MV has harvested fourteen HBAs in Massachusetts—twelve through the payment of an early termination fee and two through payment of a commission.
77. Upon information and belief, both of the homes sold for less than the estimated price listed in the HBA, entitling MV to a commission in excess of 3%.
78. Despite its assertions to the contrary, MV is a lender masquerading as a brokerage firm.

COUNT I

VIOLATIONS OF G.L. C. 93A: Misrepresentations, Half-Truths, and Unfair Omissions in Marketing and Origination of HBAs

79. The Commonwealth incorporates the allegations set forth in paragraphs 1-78 by reference.
80. The misleading half-truths and misrepresentations related to MV's HBA constitute deceptive acts and trade practices in violation of G.L. c. 93A, § 2 and 940 CMR 3.16(2), which states that it is a violation of G.L. c. 93A, § 2 for "[a]ny person or other legal entity subject to this act [to] fail[] to disclose to a buyer or prospective buyer any fact, the disclosure of which may have influenced the buyer or prospective buyer not to enter into the transaction."
81. MV's practices in marketing and obtaining so-called Homeowner Benefits, including concealment, high-pressure tactics, and targeting vulnerable

homeowners constitute unfair acts and trade practices in violation of G.L. c. 93A, § 2 and 940 CMR 3.16(2).

82. MV's advertising violates 940 CMR 3.05, which states:

No claim or representation shall be made by any means concerning a product which directly, or by implication, or by failure to adequately disclose additional relevant information, has the capacity or tendency or effect of deceiving buyers or prospective buyers in any material respect.

83. The foregoing practices occurred in the course of trade or business.

84. The foregoing practices, both individually and when considered in aggregate, constitute violations of G.L. c. 93A, § 2.

85. Each instance of deceptive marketing and promotion constitutes a separate violation subject to a separate civil penalty.

COUNT II

VIOLATIONS OF G.L. C. 93A: Unconscionability

86. The Commonwealth incorporates the allegations set forth in paragraphs 1-85 by reference.

87. The HBA, as implemented and marketed by MV, is substantively and procedurally unconscionable in violation of G.L. c. 93A, § 2 and 940 CMR 3.16(1).

88. Aspects of the HBA that, considered collectively, cause this unconscionability include but are not limited to:

- a. The HBA includes numerous "early termination events" beyond the homeowners control such as transfers due to death, divorce, tax-taking, or foreclosure;

- b. The HBA includes an "early termination fee" with a floor of ten times the amount advanced. This "early termination fee" is an illegal penalty rather than a permissible liquidated damages clause because it allows MV to collect the full measure it would have collected as a commission by sitting back and doing nothing rather than spending resources or expertise in attempting to sell a home;
 - c. The HBA charges a high-cost commission for non-agent services;
 - d. The HBA has a commission floor but no commission ceiling;
 - e. The HBA has a 40-year term; and
 - f. The HBA is secured by a mortgage, which permits non-judicial foreclosure.
89. The HBA is unfair and unconscionable in a consumer context, regardless of the manner in which it is marketed.
90. Each HBA constitutes a separate violation subject to a separate civil penalty.

COUNT III

VIOLATIONS OF G.L. C. 93A: Misrepresentation that HBA is "Not a Loan"

91. The Commonwealth incorporates the allegations set forth in paragraphs 1-90 by reference.
92. The HBA transaction consists of an advance made to a homeowner in exchange for the HBA proceeds when the property is transferred. The transactions are secured by mortgages. The mortgages at issue identify MV as a "lender" and the homeowner as a "borrower."
93. This is a loan.
94. Ten-fold repayment of the HBA advance occurs when MV receives either its commission or its "Early Termination Fee."

95. While the HBA has a variety of terms, features, and exceptions, these characteristics are not broad or substantial enough to alter the fundamental nature of the HBA transaction as a loan.
96. In promoting its loan product as “not a loan,” as a mere promotion for future business, or otherwise as something other than it truly is, MV has committed unfair and deceptive acts or trade practices in violation of G.L. c. 93A, § 2.
97. MV’s advertising through phrases like “no credit check” violates G.L. c. 3.07, which regards advertising or offers to sell on an “easy credit” basis where, among other factors, the true cost of the loan exceeds the average cost charged by other sellers in the same market.
98. Each such loan violates numerous state lending laws intended to protect consumers and the public, including but not limited to G.L. c. 271, § 49, G.L. c. 140, § 96, and G.L. c. 183, § 67.
99. Each HBA constitutes a separate violation subject to a separate civil penalty.

COUNT IV

VIOLATIONS OF G.L. C. 93A: Unlicensed Practice of Law

100. The Commonwealth incorporates the allegations set forth in paragraphs 1-99 by reference.
101. In preparing mortgage documents to be recorded on behalf of itself or other entities, MV is engaged in the practice of law.

102. In conducting or arranging the closings of mortgages on consumer residential property, MV is engaged in the practice of law.

103. MV or its employees or contractors conducting these actions are not licensed to practice law in Massachusetts.

104. By systemically engaging in the unlicensed practice of law, MV has engaged in unfair or deceptive acts or trade practices in violation of G.L. c. 93A, § 2.

105. The drafting and closing of each mortgage constitutes a separate violation subject to a separate civil penalty.

106. Pursuant to G.L. c. 231, § 1, this Court may enter a declaratory judgment that MV is engaged in the unlicensed practice of law and enjoin the Plaintiff from preparing and closing consumer mortgages without the substantive involvement of an attorney licensed to practice in Massachusetts.

COUNT V
VIOLATIONS OF G.L. C. 93, § 48

107. The Commonwealth incorporates the allegations set forth in paragraphs 1-106 by reference.

108. The HBA is an agreement providing for the sale or lease of goods, or the rendering of services, or both, primarily for personal, family or household purposes in excess of twenty-five dollars in value.

109. The HBAs are consummated at a place other than the address of the seller or lessor.
110. The HBAs omit language required by G.L. c. 93, § 48 for such transactions.
111. The HBAs do not comply with the type-size requirements of G.L. c. 93, § 48.
112. MV did not provide a compliant Notice of Cancellation with the HBAs.
113. The three-calendar-day rescission period in the HBAs is shorter than the three-business-day requirement of G.L. c. 93, § 48.
114. The HBAs and MV's marketing of them otherwise do not comply with G.L. c. 93, § 48.
115. These violations of G.L. c. 93, § 48 are also violations of G.L. c. 93A, § 2.

COUNT VI

DECLARATORY AND INJUNCTIVE RELIEF: Usurious Transactions Voidable and Unenforceable under G.L. c. 271, § 49

116. The Commonwealth incorporates the allegations set forth in paragraphs 1-115 by reference.
117. In entering HBA transactions, MV knowingly contracts for, charges, takes or receives interest and expenses the aggregate of which exceeds an amount greater than twenty per centum per annum upon the sum loaned. The transactions are secured by mortgages. The mortgages at issue identify MV as a "lender" and the homeowner as a "borrower."

118. Upon information and belief, in all but the rarest circumstances, the effective and anticipated interest rate of the loan remains in excess of 20% per annum even were MV to deduct any costs directly connected with the sale of a home, including sale-related compensation to a contracting salesperson.
119. The contingencies in the HBA whereby repayment of the HBA Advance would not be guaranteed are remote and unlikely to happen.
120. Furthermore, the HBA is designed to secure a profit in excess of the usury cap.
121. MV has not notified the Attorney General of its intent to engage in a transaction or transactions that would be proscribed under the Commonwealth's criminal usury statute.
122. Pursuant to G.L. c. 231, § 1, this Court may declare each and every such loan usurious and in violation of G.L. c. 271, § 49(a) and enjoin the Defendant from seeking to collect or enforce such loans.
123. Pursuant to G.L. c. 271, § 49(c) and G.L. c. 93A, § 4 this Court may declare each and every such loan void or voidable in equity.

COUNT V

DECLARATORY AND INJUNCTIVE RELIEF: Violations of Small Loan Law

124. The Commonwealth incorporates the allegations set forth in paragraphs 1-123 by reference.
125. MV's "Homeowner Benefits" are loans of six thousand dollars or less.

126. The transactions are secured by mortgages. The mortgages at issue identify MV as a "lender" and the homeowner as a "borrower."
127. MV is engaged directly or indirectly in the business of making such loans.
128. The effective interest rate on these loans at the time of repayment is in excess of 12% per annum upon the sum loaned.
129. MV is not licensed as a small loan business under G.L. c. 140, § 96.
130. Pursuant to G.L. c. 231, § 1, this Court may enter a declaratory judgment that MV is operating an unlicensed small loan business and may enjoin further operation until such time as MV demonstrates to the Court that it has obtained the necessary licensure and is prepared to comply with applicable Massachusetts lending laws.

COUNT V

DECLARATORY AND INJUNCTIVE RELIEF: Violations of Massachusetts Good Funds Statute, G.L. c. 183, § 63B and 940 CMR 3.16(3)

131. The Commonwealth incorporates the allegations set forth in paragraphs 1-130 by reference.
132. On one or more occasions, MV recorded mortgages on consumers property prior to ensuring the proceeds of the mortgage had been paid to the consumer in the manner proscribed by G.L. c. 183, § 63B.
133. This includes recording and maintaining mortgages in which MV's internal records acknowledged that the transaction had been rescinded.

134. The Court has the equitable power to order the rescission or discharge of any such mortgages.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth requests the Court grant the following relief:

1. Issue a Preliminary Injunction requiring or enjoining certain actions by the Defendant in the manner more particularly described in the contemporaneously submitted Motion for a Temporary Restraining Order and Preliminary Injunction;
and
2. After trial on the merits and pursuant to G.L. c. 93A, § 4:
 - a. Issue a Permanent Injunction extending and incorporating the relevant terms of the requested preliminary injunction;
 - b. Enter such other orders or judgments as may be necessary to restore to any person who has suffered any ascertainable loss by reason of the use or employment of unfair or deceptive acts or trade practices;
 - c. Order Defendant to pay the Commonwealth a civil penalty of five thousand dollars for each violation of G.L. c. 93A, § 2 as well as the reasonable costs of investigation and litigation of such violation, including reasonable attorneys' fees;
 - d. Order Defendant to pay consumers in the amount of their actual costs and damages; and
 - e. Grant any and all other relief deemed equitable and just by the Court.

Respectfully Submitted,
COMMONWEALTH OF
MASSACHUSETTS

MAURA HEALEY
ATTORNEY GENERAL

Daniel Bahls

Daniel Bahls, BBO # 601060
Assistant Attorney General
Consumer Protection Division
1411 Main Street, Suite 1200
Springfield, MA 01103
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Schuyler Daum, BBO # 703340
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Shennan Kavanagh, BBO # 655174
Division Chief
Consumer Protection Division
One Ashburton Place
Boston, MA 02108
(617)963-2654
shennan.kavanagh@mass.gov

Exhibit A

MVR HOMEOWNER BENEFIT AGREEMENT

THIS MVR HOMEOWNER BENEFIT AGREEMENT ("Agreement") is made and entered into as of the effective date referenced below (the "Effective Date"), by and between MV REALTY OF MASSACHUSETTS, LLC, a Massachusetts limited liability company (the "Company"), having its principal place of business at 177 Huntington Ave Ste 1700 #7002, Boston, MA 02115, and [REDACTED] (the "Property Owner").

RECITALS

- A. Property Owner owns 100% of that certain property located at [REDACTED] (the "Property").
- B. Property Owner desires to enter into an agreement to engage the Company or its designee to act as listing agent should Property Owner decide to market the Property for sale, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and the payment of the Promotion Fee (as defined below) to Property Owner, the Company and Property Owner hereby agree as follows:

1. Exclusive Right to List

- a. In exchange for Company's payment of one thousand, three hundred fifteen and No/100 Dollars (\$1315) (the "Promotion Fee") to Property Owner, Property Owner hereby agrees to the terms of this Agreement and that Company, or Company's designee, shall have the exclusive right to act as listing agent (as a non-agent facilitator) for any sale of the Property on or after the Effective Date, except as otherwise expressly provided herein. Without limiting the foregoing, Property Owner shall not engage, hire or otherwise employ any other real estate brokerage, licensed broker or sales agent, which for purposes of this Agreement, includes listing the Property as "for sale by owner" through a third-party service that offers advertising, marketing services or who is otherwise compensated for generating interest in the Property, whether paid a commission or flat fee (collectively, the "Competing Engagements").
- b. No later than ten (10) business days prior to the date Property Owner wishes to market the Property for sale, it shall deliver written notice to the Company by mail and email to the addresses listed in Section 6 below, indicating its intent to sell the Property (the "Intent to List"). Within ten (10) business days after Company's receipt of the Intent to List, Company or its designee shall provide Property Owner with a listing agreement similar to the listing agreement referenced herein as Exhibit A, which is accessible, reviewable, and downloadable online at this URL: <https://homesatmv.com/landing/exhibits/MA-ExhibitA.DOCX> (each, a "Listing Agreement"). As specifically discussed and agreed to between Company and Property Owner, the Listing Agreement shall provide for the payment of a commission to the Company (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the Company, participates in the sale of the Property ("Cooperating Broker"), then Company shall receive an amount equal to six percent (6%) of the total sales price for the Property or \$13,148.70¹, whichever is greater (the "Company's Commission"). In the event there is a Cooperating Broker involved in the transaction, then Company shall receive an amount equal to three percent (3%) of the total sales price for the Property or \$13,148.70, whichever is greater (the "Company's Commission"). Where there is a Cooperating Broker involved, Property Owner must determine at the time of listing, in his or her sole discretion, what amount of commission will be offered to the Cooperating Broker, which amount shall be paid by Property Owner ("Cooperator's Commission"). The total sum of the Company's Commission and the Cooperator's Commission, however, must equal at least 6% of the total sales price.
- a. Property Owner shall, within three (3) business days after receipt of the draft Listing Agreement, sign and return the Listing Agreement in accordance with the instructions included therewith.
- b. Subject to the provisions of this Agreement, Company or its properly licensed designee shall act as Property Owner's listing agent should Property Owner decide to market the Property for sale during the term of this Agreement. However, notwithstanding anything to the contrary in this Agreement or the Listing Agreement, Company will act strictly as a (non-agent) facilitator.

2. Term. This Agreement shall be effective from and after the Effective Date through the earliest of: (i) the date the Property is sold or transferred and the Commission is paid to the Company, in accordance with the terms herein; (ii) the date that is forty (40) years after the Effective Date; (iii) the date that this Agreement is cancelled in writing by Company; (iv) the date the Property is sold in accordance with Section 4 hereof; and (v) the date that this Agreement is terminated in accordance with Section 3 below (the "Term"). For the avoidance of doubt, Company and Property Owner acknowledge and agree that this Agreement shall continue in full force and effect through the Term notwithstanding that the Property Owner and the Company may have entered into a Listing Agreement. Subject to the provisions of Section 4 below, should any Listing Agreement expire or otherwise

¹This amount equates to 3% of \$438,290.00, the Property's current home value estimate.

MV REALTY OF MASSACHUSETTS, LLC
177 Huntington Ave., Suite 1700 #7002
Boston, Massachusetts 02115
P: 866-381-1294
MV HB 18403

terminate without the payment of the Commission to Company, Company shall retain the exclusive listing rights set forth in Section 1 above for any future listing, all on the terms and conditions set forth in this Agreement.

3. Early Termination Fee and Owner Listing Period.

- a. In the event either: (A) the Property Owner fails to perform any of its obligations under this Agreement, including, without limitation, entering into any Competing Engagements, or (B) an Early Termination Event (as defined below) shall occur, then the Property Owner shall immediately pay Company, as agreed upon liquidated damages and not as a penalty, an early termination fee (the "Early Termination Fee") in the amount of three percent (3%) of the greater of (i) \$438,290.00, which Company and Property Owner agree is the fair market value of the Property on the Effective Date, or (ii) the fair market value of the Property at the time of the Property Owner's breach or Early Termination Event, as reasonably determined by the Company. The Company and Property Owner agree that the damages resulting from a Property Owner default or Early Termination Event would be difficult to ascertain and that the foregoing means of calculating the Early Termination Fee is fair and reasonable. Upon receipt of the Early Termination Fee by Company, this Agreement shall terminate.
- b. As used herein, the term "Early Termination Event" means the occurrence of any one or more of the events mentioned in subparagraph 3(c) below
- c. A sale or other transfer of the Property occurs that does not result in the Company being paid the Commission, except that a transfer to a spouse, heir(s) or devisee(s) or a transfer for estate planning purposes shall not constitute an Early Termination Event if, within ten (10) days thereafter, the transferee spouse or other individual or entity receiving an interest in the Property, or in the case of a transfer arising out of the death of the Property Owner, the administrator or personal representative, as applicable, together with any known heirs or devisees in which title to the Property shall have vested as a matter of law, executes an assumption of this Agreement, in form and substance satisfactory to Company, whereby such spouse or other persons or party, if any, agrees to be bound by this Agreement, with the same effect as if they had originally been the Property Owner hereunder. In addition, the following subparagraphs 3(c)(i) and 3(c)(ii) shall each be considered an Early Termination Event (and therefore included in the definition of an Early Termination Event):
 - i. Property Owner enters into a Competing Engagement or terminates, or attempts to terminate, this Agreement and/or the Company's right to act as the exclusive listing agent for the Property; or
 - ii. Property Owner ceases to be the owner of the Property as a result of foreclosure, forfeiture or other transfer of interests in the Property, whether voluntary or involuntary, subject to the provisions of subparagraph 3(c) above.

4. Owner Listing Period.

- a. Notwithstanding the provisions of Section 1 above, if after six (6) months following the execution and delivery of a Listing Agreement (an "Exclusive Listing Period"), the Property is not sold or under agreement to be sold on terms and conditions consistent with the applicable Listing Agreement, then for the sixty (60) day period immediately following the Exclusive Listing Period (that sixty (60) day period, the "Owner Listing Period"), Property Owner may attempt to procure a buyer independent of Company's efforts.
- b. In the event that Property Owner exercises his or her rights under subparagraph 4(a) above and enters into a contract with a Qualified Buyer (as defined below) during the Owner Listing Period, and the Property is sold or under agreement to be sold (i) on terms identical to those set forth in paragraph 3(a) of the then applicable Listing Agreement², and (ii) no later than the sixtieth (60th) day following the expiration of the Owner Listing Period, then no Commission will be due and payable to Company in connection with that sale and this Agreement shall terminate. For purposes of this subparagraph, the term "Qualified Buyer" means a ready, willing and able buyer who (i) is unaffiliated with the Property Owner, (ii) enters into an arm's length transaction for the purchase of the Property at price equal to or greater than the last price listed during the term of the just expired Listing Agreement, and (iii) is not a person to whom Company showed the Property or was otherwise identified as a prospect by Company in accordance with the terms and conditions of the Listing Agreement.

² Seller (as defined in the Listing Agreement) acknowledges that in determining whether the sale terms were identical to those set forth in the applicable Listing Agreement, Company will consider the total purchase proceeds received by the Seller in connection with the sale of the Property, including all credits involved in the transaction and the sale of all related property (including, without limitation, personal property and furniture). Seller agrees to fully cooperate with Company in connection with the preceding (including, without limitation, providing all documentation related to the sale of the Property).

5. Security for Obligations under this Agreement.

- a. Property Owner understands and acknowledges that its obligations under this Agreement, including the obligation to pay the Early Termination Fee if it arises, are secured by the Mortgage attached hereto as Exhibit B (the "Mortgage") even though this Agreement is not and does not represent a loan. Should Property Owner default under this Agreement and not pay the amounts due to Company, then Company will have the rights of a holder of a mortgage in the Commonwealth of Massachusetts.
- b. Company has the right but not the obligation to record the Mortgage either now or at any point during the Term. Upon Company's request from time to time, Property Owner shall provide Company with a written certificate confirming the existence of this Agreement and that this Agreement remains in full force and effect.

6. Notice. Any notice required or in connection with this Agreement shall be sent to Company and Property Owner to the following mailing and email addresses:

COMPANY

MV Realty of Massachusetts, LLC
177 Huntington Ave Ste 1700 #7002
Boston, MA 02115

with Copy to: AGENT Hayley Martorana
EMAIL hayleymartorana@homesatmv.com

PROPERTY OWNER

*MV Realty would like to send you an electronic copy of your agreement. Please provide your email address above or confirm that the email address listed above is correct. Initials: [REDACTED]

PROPERTY OWNER

Email Address: [REDACTED]

*MV Realty would like to send you an electronic copy of your agreement. Please provide your email address above or confirm that the email address listed above is correct. Initials: [REDACTED]

7. Arbitration: Lis Pendens. Any and all disputes, claims, or controversies whatsoever between the Property Owner and the Company (collectively, the "Parties"), whether based on contract, tort, or any other legal right or claim, including alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration (the "Arbitration"). However, in the event of any dispute, claim or controversy between the Parties, the Company shall retain the right to file a judicial action to enable the recording of a notice of pending action or lis pendens. The Company's filing of such judicial action shall not constitute a waiver of the Parties' right under this Agreement to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times. The Arbitration shall be governed by the commercial rules under the American Arbitration Association (the "AAA Rules"). In the event of a conflict between this arbitration provision and the AAA Rules, this arbitration provision shall prevail. A single arbitrator shall be appointed by the Parties and shall apply Massachusetts law. If the Parties cannot agree on the selection of an arbitrator within twenty (20) days of the commencement of the Arbitration, the American Arbitration Association shall appoint an independent neutral arbitrator. The Arbitration shall take place in Massachusetts and the arbitrator shall (i) resolve all disputes and issues between the parties, including issues of arbitrability and the validity of this arbitration provision, (ii) enforce every provision of this Agreement and any other agreement between the parties, including this arbitration provision, (iii) temporarily and permanently enjoin a breach of this Agreement or any other agreement between the parties, (iv) award compensatory damages in the event damages are suffered by the victim of a breach of this Agreement or any other agreement between the parties, and (v) award to the prevailing party reimbursement of all attorney's fees and arbitration costs incurred by that party in the Arbitration. The arbitrator's award shall be in writing, with findings of fact and conclusions of law, shall not include or allow for punitive or exemplary damages, and shall provide a breaching party no more than twenty (20) days to comply with every provision of this Agreement and every other agreement between the parties. If the arbitrator issues an award or partial award that is inconsistent with this arbitration provision, the award shall be null and void and each party shall have fifteen (15) days to appeal before a panel of three neutral arbitrators (the "Appellate Panel") to be promptly appointed by the American Arbitration Association. The Appellate Panel shall issue a final award that follows and enforces this arbitration provision within one hundred and twenty (120) days of the appointment by the American Arbitration Association of the full Appellate Panel. The Appellate Panel shall provide the Parties an equal and fair opportunity to present their case. Notwithstanding anything to the contrary in this arbitration provision, the Company alone shall pay (a) the fees of the arbitrator, (b) the fees of the Appellate Panel, and (c) the fees and expenses invoiced by the AAA during the arbitration proceeding. In the event that the Company prevails in the arbitration, the Company shall be entitled to recover from Property Owner fifty percent (50%) of the amounts paid by the Company to the arbitrator, the Appellate Panel and the AAA. This arbitration provision shall survive the termination, avoidance or annulment of this Agreement or any other provision of this Agreement.

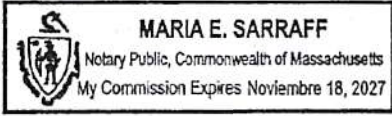
8. **WAIVER OF RIGHT TO CLASS ACTION RELIEF:** THIS CONTRACT AND ITS EXHIBITS PROVIDE FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL ARBITRATION PROCEEDINGS ON PROPERTY OWNER'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION IN COURT OR ARBITRATION. EVEN IF AN APPLICABLE LAW PROVIDES OTHERWISE, PROPERTY OWNER WAIVES ALL RIGHTS TO BE PART OF A CLASS ACTION AND PROPERTY OWNER AGREES THAT ALL DISPUTES WITH THE COMPANY OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED ONLY BY PROPERTY OWNER INDIVIDUALLY IN ARBITRATION. THE ARBITRATOR OR APPELLATE PANEL APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF FOR ANY LEGAL REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM ONLY SHALL NOT BE SUBJECT TO ARBITRATION.
9. **Representations and Warranties.** Property Owner represents and warrants that (i) it has no other written, oral or other contractual arrangement relating to the sale or listing for sale of the Property, including no other agreement with any real estate broker, agent or salesperson related to the Property, (ii) it is not in default of any loan, including any mortgage loan, currently encumbering the Property, and (iii) is not in default, or past due, on any taxes, assessments (including, without limitation, any home owners association or condominium assessments), or any other payment(s) that may result in a lien being placed on the Property.
10. **Additional Representations and Warranties by Property Owner.** Property Owner represents and warrants to Company that at the time that Property Owner executes this Agreement Property Owner has or does not have an interest or intention to market, sell or list the Property. Property Owner understands that Company is relying on the representations made by Property Owner in this Section 10 to ensure that Company complies with all applicable laws that may apply should Property Owner intend to market, sell or list the Property at this time.
- Initials: [REDACTED]
11. **Rescission.** Property Owner may rescind this Agreement within 3 days of the date of its execution by Property Owner by sending written notice of Property Owner's election to rescind to the following email address: cancel@homeownerbenefit.com. Upon receipt of such notice at the email address listed, the Company will provide Property Owner with an acknowledgment of receipt of the Property Owner's election to rescind. The acknowledgement of receipt will be sent to the Property Owner at the email address from which the notice of election was transmitted to Company. In the event Property Owner rescinds the Agreement under this provision, Property Owner must repay, within 10 days from the date of the Property Owner's notice of election to rescind, all funds paid to Property Owner by the Company pursuant to this Agreement. The effective date of the rescission will be the later of: (i) the date the Property Owner receives the acknowledgement of receipt from the Company, or (ii) the date on which the funds that were paid to Property Owner are returned to the Company. If the Company does not receive all monies paid by the Company to Property Owner by the deadline for repayment mentioned in this paragraph, Property Owner shall forever forfeit Property Owner's right to rescind this Agreement and this Agreement shall be binding and enforceable on the Company and Property Owner.
12. **Miscellaneous.**
- a. **Marketing Materials.** Property Owner hereby agrees that Company may utilize any photographs, descriptions, and renderings generated by Company in relation to this Agreement, including, without limitation, any and all photographs, descriptions, and renderings, in any manner deemed fit by Company, in its sole and absolute discretion including, without limitation, utilizing such materials in Company's general marketing initiatives and efforts. In agreeing to use of such materials, Property Owner consents to the Company's use of Property Owner's likeness or image in any materials that are promoting, advertising or marketing Company's business or services and hereby expressly releases any claim relating to the use of image or likeness, including any right to publicity relating to the same.
 - b. **Assignment.** This Agreement and the rights, duties, obligations and privileges hereunder may not be assigned by Property Owner without the prior written consent of Company, which may be withheld in Company's sole discretion. Property Owner agrees that Company may delegate some or all of its obligations under this Agreement and any future Listing Agreement, and Company may transfer or assign some or all of its rights hereunder, including the right to receive the Commission and/or the Early Termination Fee. Following delegation of duties or assignment of rights by Company, all terms of this Agreement shall remain binding on Property Owner and all rights and privileges inure to the benefit of Company's successors or assigns.
 - c. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and all prior negotiations and agreements are merged herein. In the event any provisions of this Agreement are held to be invalid or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall remain unaffected.
 - d. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
 - e. **Waiver.** The failure by Company to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
 - f. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. This Agreement will not be binding on the Company unless and until it is signed by a duly authorized officer and broker of the Company.
 - g. **Cooperation.** Property Owner agrees to fully cooperate with the Company in implementing and enforcing the terms of this Agreement, including executing any documents necessary to ensure enforcement of the Agreement.
 - h. **Acknowledgment of Online Listing Agreement.** By executing this Agreement, Property Owner affirms that Property Owner has reviewed or has had sufficient opportunity to review the Listing Agreement referenced herein as **Exhibit A**, which is accessible for review and download online at <https://homesatmv.com/landing/exhibits/MA-ExhibitA.DOCX>.

Agreed to, signed, sealed and delivered:
PROPERTY OWNER:

By: [Redacted]
Name: [Redacted]
Date: [Redacted]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Worcester

The foregoing instrument was acknowledged before me this 29th day of April, 2021, by [Redacted] and adult individual, who is personally known to me or who has produced MA Drivers License as identification.



[Signature]
Notary Public, State of Massachusetts

By: [Redacted]
Name: [Redacted]
Date: [Redacted]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Worcester

The foregoing instrument was acknowledged before me this 29th day of April, 2021, by [Redacted] and adult individual, who is personally known to me or who has produced MA Drivers License as identification.



[Signature]
Notary Public, State of Massachusetts

COMPANY: (Signature of HBA)

MV REALTY OF MASSACHUSETTS, LLC, a Massachusetts limited liability company

By: *[Signature]*
Name: Amanda J. Zachman
Title: Officer and Broker
Date: 5/19/2021
Effective Date of Agreement: 4/29/2021

Exhibit B
MORTGAGE

MORTGAGE

[REDACTED]
Borrower

[REDACTED]
Property Address

to

MV REALTY OF MASSACHUSETTS, LLC, a Massachusetts limited liability company
Lender

Dated as of 4/29, 2021

This Document Prepared By And When Recorded Return To:

MV REALTY PBC, LLC
219 N DIXIE BLVD
DELRAY BEACH, FL 33444

MORTGAGE

[REDACTED] (the "Property Owner") by QUIT CLAIM deed dated 1/29/2015 and recorded with the Worcester County Registry of Deeds in Book [REDACTED] for consideration paid, grant to MV REALTY OF MASSACHUSETTS, LLC, a Massachusetts limited liability company having its principal place of business at 177 Huntington Ave Ste 1700 #7002, Boston, MA 02115 (the "Company"), with MORTGAGE COVENANTS, to secure Property Owner's obligations and performance under a certain MVR Homeowner Benefit Agreement (the "Agreement") dated 4/29/21 between Property Owner and Company, the land, together with the improvements thereon, in Rutland, Worcester County, Massachusetts, described in Exhibit 1 attached hereto and made a part hereof.

[REDACTED] declarant of a homestead under M.G.L. c. 188 dated 2/25/2015, and recorded with the Worcester County Registry of Deeds in [REDACTED] hereby subordinates said homestead to this Mortgage with the same force and effect as if this Mortgage had been executed, delivered and recorded prior to said declaration of homestead and [REDACTED] agrees not to declare another homestead so long as this Mortgage remains outstanding of record.

The termination of the Agreement dated 4/29/21 shall, as provided therein, automatically discharge this mortgage without the necessity of recording any additional instruments.

This Mortgage is upon the STATUTORY CONDITION for any breach of which the holders hereunder shall have the STATUTORY POWER OF SALE.

WITNESS our hands and seals this 29 day of April 2021.

PROPERTY OWNER

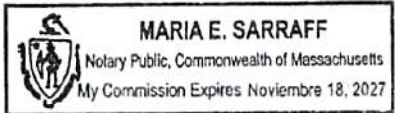
[REDACTED]

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Worcester)

On this 29th day of April, 2021, before me, the undersigned notary public [REDACTED] name of document signer) personally appeared, proved to me through satisfactory evidence of identification, which were MA Divisor's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Handwritten Signature]
Notary Signature



PROPERTY OWNER

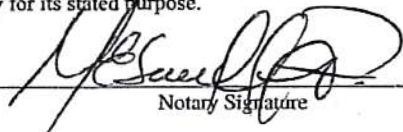


COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Worcester)



On this 29th day of April, 2021, before me, the undersigned notary public (name of document signer) personally appeared, proved to me through satisfactory evidence of identification, which were MA Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.


Notary Signature

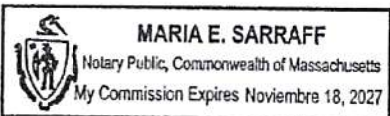


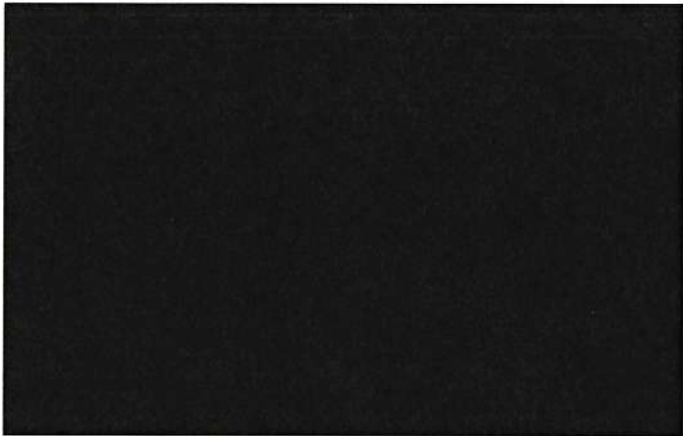
EXHIBIT 1 to Mortgage
Legal Description



voluntarily release all our rights of homestead, if any, as set forth in M.G.L., Chapter 188 and state under the pains and penalties of perjury that there is no other person or persons entitled to any homestead rights other than those executing this deed.

EXHIBIT D

“Real Estate Licensee-Consumer Relationship Disclosure”



www.mass.gov
MA 0172016

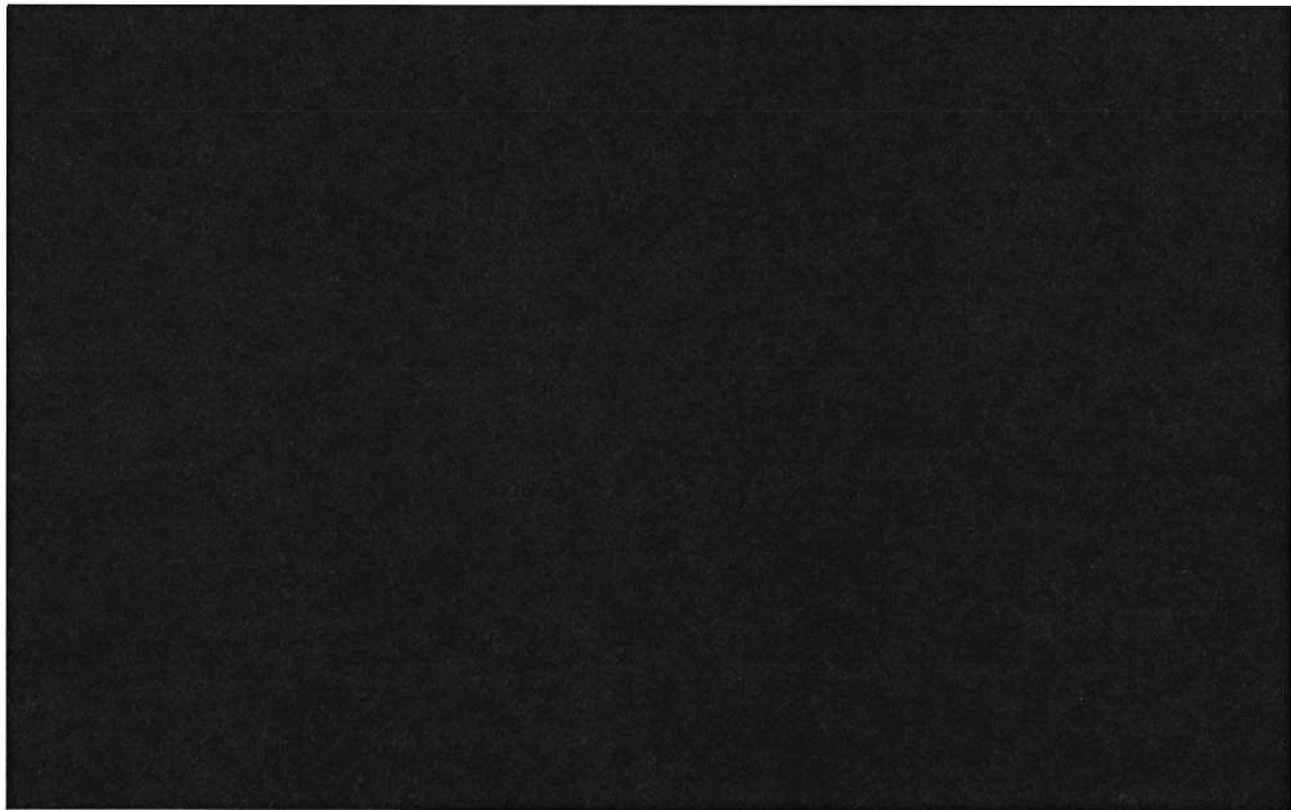
Small, white text box
25, 2017, except school
bus

ENCLOSURE - NONE

RESTRICTIONS - NONE

CHANGE OF ADDRESS PRINT BELOW PERMANENT INK





REGISTRATION
2015

www.massrmv.com
MA 02/22/2015

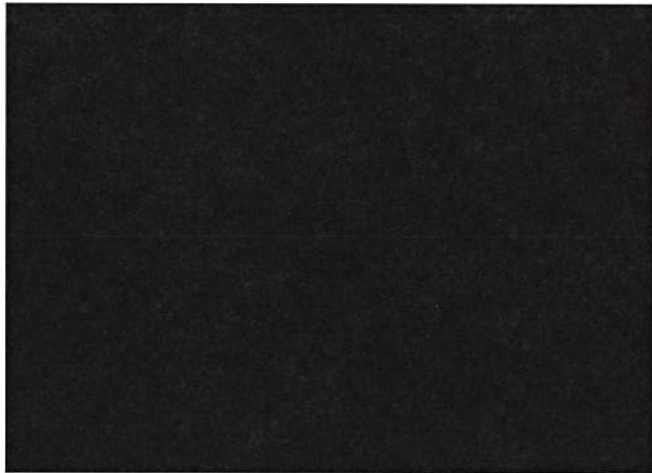
CLASS -

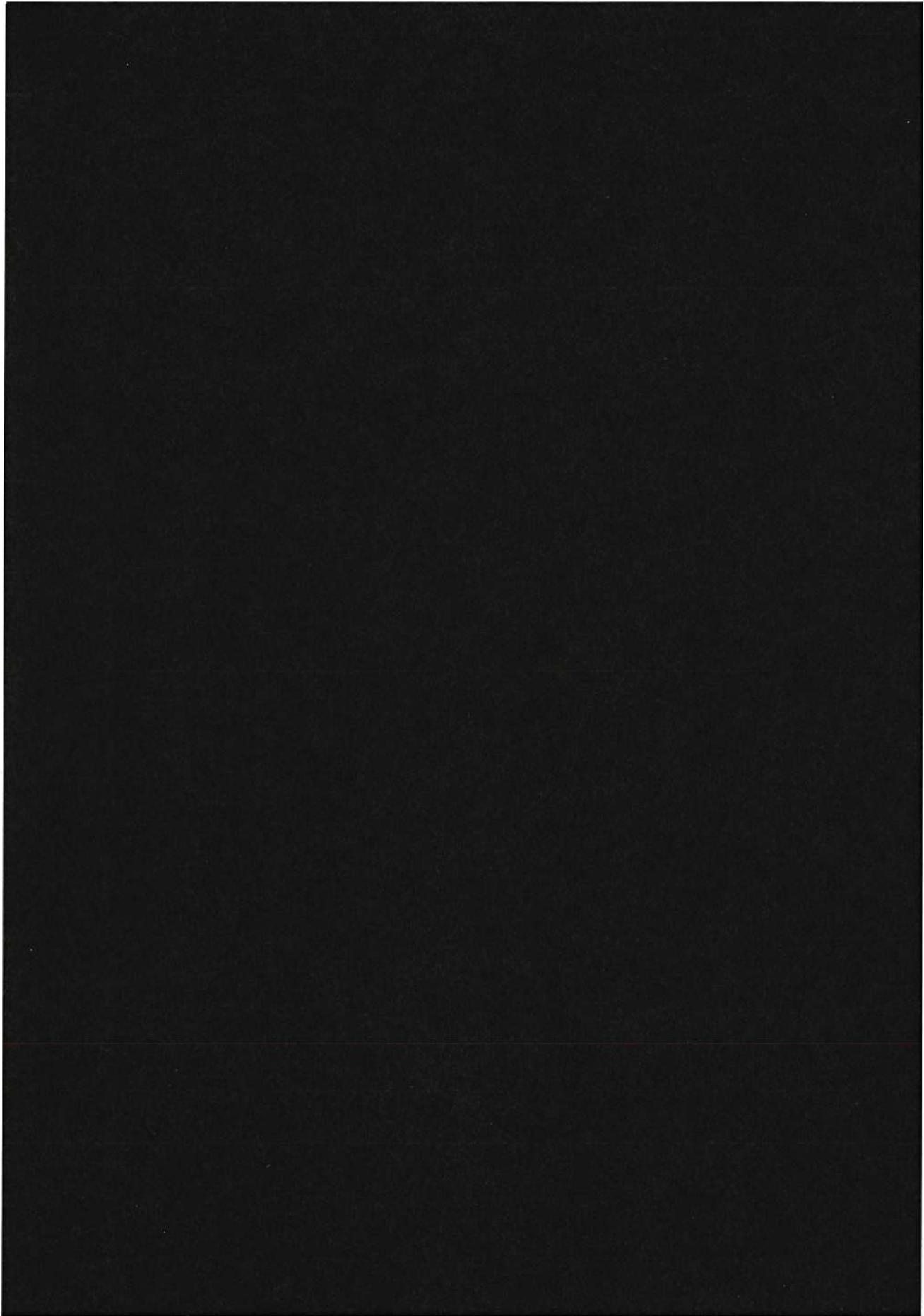
D. Small vehicle less than
26,001 lbs, except school
bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE

CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INK.





MA 021/2016
00000001

www.mass.gov/rmv

MA 021/2016

CLASS -

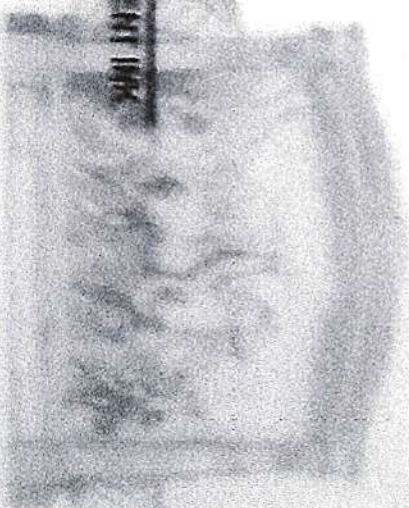
D Small vehicle less than
26,001 lbs, except school
buses

ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE



CHANGE OF ADDRESS: PRINT BELOW PERMANENT INK



**EXHIBIT C
PAYMENT AUTHORIZATION AGREEMENT**

I hereby authorize MV Realty PBC, LLC, hereinafter called MV Realty, to pay the consideration in the agreement:

ZELLE TRANSFER

I confirm the phone number or email provided is correct. I acknowledge that once a payment has been sent to the provided information below it cannot be reversed or rescinded, For added safety, MV Realty will/has initiated a small initial payment through Zelle and will require that you confirm receipt of that amount prior to MV Realty sending the balance of the funds.

Associated Zelle Phone Number or E-mail Address: _____

E-CHECK

I acknowledge that I am requesting my payment to be made by E-CHECK to my account associated with email address: _____

MAILED CHECK

If requesting a paper check, please fill in the following:

Name: _____

Address: _____

ACH TRANSFER

To ensure the electronic transfer is delivered to the correct account in a timely manner, please fill out the required information below. I acknowledge that I am requesting my payment to be made electronically to the associated accounts below. Indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Bank Name: _____
Name on Account: _____
Routing Number: _____
Account Number: _____

Indicate if it is either Savings Account Checking Account

This authorization is to remain in full force and effect until the MV Realty has received written notification from me (or either of us) of its termination in such time, and in such manner as to afford MV Realty and the DEPOSITORY a reasonable opportunity to act on it. In the event the zelle transfer is unable to be sent, MV Realty will send payment via echeck, mailed check, or ach.

Signature
Name: _____

Date: 4/29/21

Signature
Name: _____

Date: 4/29/21

Signature
Name: _____

Date: 4/29/21

***Are you interested in saving money on your Homeowner's Insurance?**

(PLEASE CHECK ONE)

Yes, I'd like to save money

No, I'm not interested at this time

Exhibit B

AGREEMENT FOR EXCLUSIVE RIGHT TO SELL

Date: _____

I. The Parties. This Real Estate Listing Agreement (“Agreement”) made on _____, 20____, is between:

Seller: _____ (“Seller”) with a mailing address of _____,
City of _____, State of _____

AND

Broker: _____ (“Broker”) with a mailing address of _____,
City of _____, State of _____.

Collectively, the Seller and Broker shall be referred to as the “Parties”.

II. Real Property. The real property, that is the subject of this Agreement, is located at the street address of _____

1. Legal Description.

Tax Map/Lot: _____ / _____

Deed Book/Page: _____ / _____

Other: _____

2. Fixtures. The Seller agrees that all fixtures shall be included as part of the sale EXCEPT:

3. Personal Property. The Seller agrees that ONLY the following personal property shall be included as part of the sale: _____

4. Occupancy: Property [] is [] is not currently occupied. If occupied, the lease term expires _____.

5. Septic System: The Property [] is [] is not serviced by a septic system.

The aforementioned real property, personal property, and included fixtures shall be hereinafter referred to as the “Property”.

III. Representations and Obligations of the Parties. In consideration of the mutual covenants and agreements herein contained, the undersigned Seller hereby gives to the undersigned Broker the sole and exclusive right to sell the said property for the price and on the terms and conditions herein set forth.

1. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with the price, terms, and conditions of this Agreement.
2. The Broker is granted the sole and exclusive right to sell, trade, convey, or exchange the Property during the Listing Period in accordance with the terms and conditions set forth in this Agreement. Seller hereby appoints Broker as the exclusive agent.
3. Unless otherwise agreed in a Homeowner Benefit Agreement (“HBA”) executed by Seller, Seller will pay Broker the commission described below. However, in the event that the commission agreed to in the HBA is different, Seller and Broker shall honor the commission agreed to in the HBA, which is incorporated in this Agreement by reference. The commission due to Broker under this paragraph is hereinafter referred to as the “Broker’s Compensation.”
4. The Seller agrees:
 - a. To refer all inquiries and offers for the purchase of said property to the Broker;
 - b. To cooperate with the Broker in every reasonable way, including completing a property transfer lead paint notification certificate and any other forms;
 - c. To pay the Broker’s Compensation for professional services of _____ if:
 1. A Buyer is procured ready, willing, and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this Agreement, or such other price, terms and conditions as shall be acceptable to the Seller, whether or not the transaction proceeds; or
 2. The said property, or any part thereof, is sold through the efforts or with the assistance or participation (directly or indirectly) of the Broker or any other real estate agent; or
 3. The said property, or any part thereof, is sold within _____ days after the term of this Agreement to anyone who was introduced to the said property through the efforts of the Broker or his agents prior to the expiration of said term. However, no fee will be payable under this clause if the said property is sold after said term with the participation of a licensed broker to whom the Seller is obligated to pay a fee under the terms of a subsequent written exclusive listing agreement.
5. In order to introduce other brokers to the property and solicit their assistance in procuring a buyer, the Broker may arrange to have this listing distributed through any multiple listing service (“MLS”) to which the Broker has access. Any data regarding the property submitted by the Broker to an MLS shall be verified by the Seller. Such data, together with any other information provided to or obtained by the Broker with respect to the property, may be disclosed to prospective buyers and other brokers and may be included in all listings, comparable books and other materials distributed by the MLS either before or after the term of this listing or the sale of the property. The Seller expressly authorizes the Broker

to advertise the property in the MLS and offer compensation to other firms as detailed herein.

6. The Broker is further authorized to place a lock box on the property in order to facilitate entry by cooperating brokers and others authorized to examine the property.
7. **Once an offer has been accepted in writing and a transaction is pending, the Broker shall have no obligation to market the property or present further offers to the Seller unless otherwise agreed in writing.**
8. According to the Code of Ethics and Standards of Practice of the National Association of REALTORS®, the Seller has been advised of (1) the Broker's general company policies regarding cooperation with and compensation to subagents, buyer's agents and facilitators; (2) the fact that a buyer's agent, even if compensated by the listing broker or seller will represent the interest of the buyer; and (3) any potential for the listing broker to act as a disclosed dual agent on behalf of the seller and buyer.

IV. Term. This Agreement shall start on _____, 20____ (“Effective Date”), and end on _____, 20____, at 12:00 midnight (“Listing Period”), unless the expiration date is extended in writing.

V. Listing Price. Under the terms of this Agreement, the Seller hereby grants the Broker rights to sell the Property, including any Personal Property, for the following amount: _____ Dollars (\$ _____) (“Listing Price”).

VI. Disclosures. The Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form and Seller acknowledges that, in accordance with such form provided to Seller, Broker is acting strictly as a non-agent facilitator. The Broker has explained the firm’s policy regarding agency relationships. If the Broker seeks consent to Dual Agency or Designated Agency, such consent must be obtained in writing.

VII. Cooperation with Other Agents and Agencies. Unless otherwise agreed in a Homeowner Benefit Agreement (“HBA”) executed by Seller, Seller will pay a commission to the Broker (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the Broker, participates in the sale of the Property (“Cooperating Broker”), then Broker shall receive an amount equal to six percent (6%) of the total sales price for the Property or \$_____, whichever is greater (the “Broker’s Compensation”). In the event there is a Cooperating Broker involved in the transaction, then Broker shall receive an amount equal to three percent (3%) of the total sales price for the Property or \$_____, whichever is greater (the “Broker’s Compensation”). The Broker’s Compensation shall be paid to Broker no later than the date of closing specified in the sales contract.

Closing is not a prerequisite for the commission being earned by Broker. Broker's office policy is to cooperate with all brokers who, in addition to Broker, participate in the sale of the Property (e.g., a non-agent facilitator for the buyer), except when not in Seller's best interest. Where there is a Cooperating Broker involved, Seller has determined, in his or her sole discretion, that the amount of commission that will be offered to the Cooperating Broker is __% of the total sales price, which amount shall be paid by Seller ("Cooperator's Commission").

VIII. Dual Agency. Due to certain events, the Broker may be required to act as the only licensee involved between the Seller and a Buyer to facilitate the transaction between the parties. Under such circumstance, the Broker shall disclose to Seller their intention to act as a Dual Agent or similar role. If a Buyer is procured by the Broker, the Seller consents to the Broker acting in such a role and agrees to allow the Broker to collect compensation from the Buyer or other parties. While performing this role, Broker agrees to conduct themselves in a manner that does not adversely affect the Seller or Buyer in any way, including, but not limited to, stating the Seller is willing to sell for a lesser price than the Purchase Price, stating the Buyer is willing to pay more than an offer that is made or suggested, or disclosing any type of financial information that would negatively affect the other party.

Seller has read this Section and fully comprehends and understands the concept of a Dual Agent under the laws in the State. Dual Agency is permitted in the State of Massachusetts under the requirement the Broker receives written consent from the Buyer and Seller.

IX. Fair Housing. The Broker is committed to compliance with all laws as well as the philosophy of fair housing for all people. The Broker will present the Property to all prospective Buyers in compliance with local, State, and Federal Fair Housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children, or other prohibited factors.

X. Seller Property Condition Disclosure. In accordance with Massachusetts law, it is not required that the Seller complete the Property Disclosure Statement. If completed, the Seller agrees to complete and provide information to the best of their ability and provide true, factual, and accurate information. The Broker shall be required to disclose any information provided in the Property Disclosure Statement to any prospective Buyer or their agent including facts that may materially affect the value of the Property.

1. **Property Condition.** Seller hereby authorizes the Broker and all cooperating licensees to disclose to a prospective Buyer, to the extent as required by law, any defects known to them, latent or otherwise. Seller acknowledges that licensees do not have the responsibility to discover latent defects on the Property or to advise on matters outside the scope of their licenses.

- XI. **Lead-Based Paint.** The Seller represents that, to the best of their knowledge, the structure on the Property or any portion thereof, was not constructed before January 1, 1978. Seller acknowledges that, if the residence was constructed prior to January 1, 1978, there is a requirement to provide any Buyer an EPA-approved lead hazard information pamphlet making certain disclosures regarding the presence of any known lead-based paint or other lead-based paint hazards on the Property, unless the Buyer waives their rights in writing. If any structure was constructed prior to January 1, 1978, the Buyer shall have a ten (10) day period to conduct a risk assessment or inspection of the Property to seek any presence of lead-based paint or any lead-based paint hazards.

- XII. **Insurance.** Seller agrees to maintain hazard or other insurance, current as of the Effective Date, during the course of this Agreement until the Property is sold.

- XIII. **Other Clients.** Seller acknowledges that the Broker may or may not have other clients with similar property characteristics as the Seller. Broker shall not favor any client's property over the Seller's Property for any reason.

- XIV. **Homeowner Benefit Agreement.** Seller and the Broker acknowledge that this Agreement is being entered into pursuant to the HBA entered into by and between Seller and MV Realty of Massachusetts, LLC, a Massachusetts limited liability company. Seller and the Broker agree that the HBA is (i) separate and apart from this Agreement, (ii) remains in full force and effect, and (iii) shall survive the expiration or earlier termination of this Agreement. In the event of any conflict between the terms of the HBA and the terms of this Agreement, the terms of the HBA shall govern. This Agreement will not be binding on the Company unless and until it is signed by a duly authorized officer and broker of the Company.

- XV. **Binding Effect.** This Agreement shall be binding upon the Seller's successors, assigns, heirs, and beneficiaries.

XVI. Dispute Resolution. Any and all disputes, claims, or controversies whatsoever between Seller and Broker, whether based on contract, tort, or any other legal right to claim, including alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration as stated in the HBA, which arbitration provisions are hereby incorporated by reference. Notwithstanding anything else in this Agreement, in the event of any dispute, claim or controversy between the Parties, Broker shall retain the right to file a judicial action to enable the recording of a notice of pending action or lis pendens. Broker's filing of such judicial action shall not constitute a waiver of the Parties' right under this Agreement to arbitrate all disputes, claims, or controversies (without exception), which right to arbitrate shall be enforced at all times.

XVII. Governing Law. This Agreement shall be governed under the laws located in the State of Massachusetts.

XVIII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XIX. Administrative Fee. In addition to the commission paid by Seller pursuant to Paragraph III.4(c), Seller agrees to pay an administrative fee of \$500 to Broker, payable at closing.

XX. Additional Terms and Conditions. _____

XXI. Entire Agreement. This Agreement constitutes the entire agreement between the Seller and the Broker and supersedes all prior discussions, negotiations, and agreements between the Parties whether oral or written. Any understanding, agreement, or promise not specified herein, whether expressed or implied, shall bind neither Seller nor the Broker.

This Agreement is intended to be the legal and binding agreement of the Seller and Broker. The Parties acknowledge receipt of a signed copy of this Agreement.

Seller's Signature _____ **Date:** _____

Print Name _____

Seller's Signature _____ **Date:** _____

Print Name _____

Broker's Signature _____ **Date:** _____

Print Name _____

Broker Name: _____

