

**IN THE CIRCUIT COURT OF THE
THIRTEENTH JUDICIAL CIRCUIT
IN HILLSBOROUGH COUNTY, FLORIDA
- CIVIL DIVISION -**

**OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,**

Plaintiff,

v.

CASE NO: 22-CA-9958

**MV REALTY PBC, LLC, a Florida limited
liability company, AMANDA J. ZACHMAN
f/k/a AMANDA ZUCKERMAN, an individual,
ANTONY MITCHELL, an individual,
DAVID MANCHESTER, an individual,**

Defendants.

CONSENT FINAL JUDGMENT AS TO THE INDIVIDUAL DEFENDANTS

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), and Defendants, Amanda J. Zachman f/k/a Amanda Zuckerman (“Zachman”), Antony Mitchell (“Mitchell”), and David Manchester (“Manchester”) (Manchester, collectively with Zachman and Mitchell are referred to herein as the “Individual Defendants”), have agreed to and consent to entry of this Consent Final Judgment (“Consent Judgment”) and the findings set forth below. The Court having reviewed the Consent Judgment, and upon

consideration of the papers filed and consent of the parties hereto, it is hereby **ORDERED** and **ADJUDGED**:

The Consent Judgment is hereby entered as indicated below in favor of the Attorney General, 3705 E. Frontage Road, Suite 325, Tampa, FL 33607 and against each of Zachman; Mitchell; and Manchester.

I. JURISDICTION & BACKGROUND

1.1 The Attorney General and the Individual Defendants (collectively, the “Parties”) agree that this Court has subject matter jurisdiction over this matter, jurisdiction over the Parties, and continuing jurisdiction over this matter and the Parties. This Court has jurisdiction to order and enforce the relief provided herein.

1.2 The Attorney General filed a Complaint in this action for injunctive relief, restitution, civil penalties, attorney’s fees and costs, and other statutory and equitable relief (“Complaint”) as set forth in the Complaint.

1.3 This Consent Judgment does not affect, change or amend the terms of this Court’s prior Orders, including but not limited to, this Court’s Order on Cross-Motions for Summary Judgment dated September 24, 2024, and this Court’s Partial Summary Judgment on Injunctive Relief Order dated February 12, 2025. All findings, decisions and injunctive relief entered by this Court expressly survive the conclusion of the litigation and are incorporated into this Consent Judgment as if fully restated herein.

II. GENERAL PROVISIONS

2.1 Agreement. The Parties have agreed on a basis for settlement of the matters alleged in the Complaint. Further, the Parties agree to entry of this Consent Judgment without the need for trial, discovery in this action, or additional adjudication of any issue of law or fact, and waive entry of findings of fact and conclusions of law and any hearing on the entry of this Consent Judgment. The Individual Defendants have entered into this Consent Judgment freely and neither admit nor deny any allegation in the Complaint, except that for purposes of this Consent Judgment, the Individual Defendants admit the facts necessary to establish the Court's jurisdiction over the Individual Defendants.

2.2 The Individual Defendants expressly acknowledge that they have obtained or had the opportunity to obtain the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Consent Judgment. The Individual Defendants have read this Consent Judgment, are aware of its terms, have voluntarily agreed to and signed this Consent Judgment, and are able to abide by the provisions of this Consent Judgment. Further, the Individual Defendants acknowledge that to the extent they have waived any rights or defenses by entry into this Consent Judgment, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver. The Individual Defendants further acknowledge that a violation of this Consent Judgment may result in the specific

relief provided for herein, or as a matter of law if not specifically addressed and provided for herein.

2.3 Waiver/Release. The Attorney General and the Individual Defendants waive all rights to seek appellate review, rehearing, or otherwise to challenge or contest the validity of this Consent Judgment. The Parties further agree that the pending appeal between them in Second District Court of Appeal case number 2D2025-0356 shall be dismissed upon execution of this Consent Judgment. The Parties further waive and release any and all claims they may have against each other, including their respective successors, advisors, assigns, representatives, agents, heirs, executors, and attorneys related to this action and Consent Judgment. The Individual Defendants agree that this paragraph does not limit the Attorney General's right to pursue any and all claims not related to that alleged in the Complaint.

2.4 Compliance with Law. Nothing herein relieves the Individual Defendants of their duty to comply with applicable laws of the State of Florida and all federal or local laws, regulations, ordinances and codes, nor constitutes authorization by the Attorney General for the Individual Defendants to engage in acts and practices prohibited by such laws.

2.5 Non-Approval of Conduct. Nothing herein constitutes approval by the Attorney General of the Individual Defendants' past or future practices. The

Individual Defendants shall not make any representation to the contrary regarding this Consent Judgment or use the name of the Office of the Attorney General, State of Florida, Department of Legal Affairs, or any of its current or former employees or representatives as an endorsement or approval of the Individual Defendants' acts, practices or conduct of business.

2.6 Preservation of Private Claims and Other Law Enforcement Action.

Nothing herein shall be construed as a waiver or release of any private rights, causes of action or remedies of any person against the Individual Defendants with respect to the acts and practices covered by this Consent Judgment. Nothing herein shall be construed to limit or bar any other governmental entity, or any other unit of the Attorney General's Office, from pursuing other available remedies against any Individual Defendant for violation of laws, other than that alleged in the Complaint.

2.7 Use of Settlement as Defense. Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address any conduct of the Individual Defendants that the Attorney General believes to be a violation of the law that is unrelated to the conduct alleged in the Complaint.

2.8 Effective Date. Shall mean the date this Consent Judgment is signed by the Circuit Court Judge.

2.9 No Bond Required. Pursuant to Section 60.08, Florida Statutes, the Attorney General is not required to post a bond to obtain permanent injunctive relief under Section 501.207, Florida Statutes.

2.10 No Avoidance of Judgment. The Individual Defendants agree that they will not effect any change in the form of doing business or the organizational identity of MV Realty PBC, LLC (“MV Realty”) or create any new business entities for the purpose of avoiding the terms and conditions set forth in this Consent Judgment.

2.11 Full and Final Statement. Further, the Parties acknowledge that this Consent Judgment constitutes the final, complete, and exclusive statement of the Parties’ agreement on the matters contained in this Consent Judgment, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this Consent Judgment, the parties have not made any promises, representations or warranties to each other, and neither party’s decision to enter into this Consent Judgment is based upon any statements by the other party outside of those reflected in this Consent Judgment.

2.12 Length of Monetary Terms: The suspended judgment provisions set forth in Section IV of this Consent Judgment shall be binding on Mitchell, Manchester and Zachman and are continuing in nature for a period of no more than ten (10) years from the Effective Date.

2.13 Stipulated Definitions. For purposes of this Consent Judgment, the following definitions apply:

- a. “Florida Consumer” means a consumer who entered into a Homeowner Benefit Agreements with MV Realty, whose residential real property has been the subject of a Homeowner Benefit Agreement or Memorandum of Homeowner Benefit Agreement located in the State of Florida.
- b. “Homeowner Benefit Agreement” or “HBA” means the Homeowner Benefit Agreement offered by MV Realty to Florida Consumers, and it includes all iterations of Homeowner Benefit Agreements including, but not limited to, the OptListing Agreement, and the Homeowner Advantage Agreement.
- c. “Memorandum” or “Memoranda” means the Memorandum of Homeowner Benefit Agreement that was recorded in the official property records by MV Realty in connection with each Florida Consumer.
- d. “Promotion Fee” means the consideration paid to Florida Consumers by MV Realty when such Florida Consumers entered into an HBA.
- e. “Early Termination Fee” means the fee paid to MV Realty pursuant to Section 3 of the HBA when a Florida Consumer’s home is transferred

or in some cases refinanced without MV Realty being paid a commission.

- f. “Termination of Memorandum(a)” or “Termination” means the document recorded in the Florida official records by MV Realty to terminate the Memorandum of Homeowner Benefit Agreement in connection with a Florida Consumer. Pursuant to the agreement of the Parties, the Individual Defendants agree that each future Termination will be in the “Version 1” form and format that is contained in the Agreed Motion to Postpone Order to Show Cause Hearing, Docket Number 814, of the above-captioned litigation, an exemplar of which is attached hereto as **Exhibit A**.
- g. “Commissions” means commissions for the provision of Florida real estate services that have previously been collected by MV Realty from Florida Consumers who executed Homeowner Benefit Agreements.
- h. “Rescission Fees” means monies paid by Florida Consumers to MV Realty to rescind or cancel a Homeowner Benefit Agreement.
- i. “Telemarketing” means a plan, program, or campaign conducted to induce the purchase of goods or services, by use of one or more telephones, in connection with any for-profit consumer-facing residential real estate business prohibited by applicable state or federal

telemarketing statutes or regulations. ‘Telemarketing’ does not include: (a) calls made to an existing customer with whom the caller has a current business relationship; (b) calls initiated by a consumer in response to the consumer’s express request; (c) purely informational or customer-service calls that do not include a sales solicitation; (d) calls made for purposes other than the sale of goods or services. For the purposes of this Consent Judgment, telephone calls made personally by Zachman, Mitchell, or Manchester; or made in the ordinary course of business for the purpose of effectuating any non-residential real estate brokerage business that is not the subject of this Consent Judgment or is not otherwise prohibited by law will not constitute Telemarketing. For the avoidance of doubt, only those calls prohibited by this Consent Judgment or any applicable state or federal telemarketing statutes or regulations shall be deemed disallowed under this definition.

- j. “Non-Monetary” means the requirement(s) contained in this Consent Judgment that do not consist of payment of money.

ORDER

III. INJUNCTIVE RELIEF

3.1 The COURT HEREBY enjoins Defendant Amanda J. Zachman f/k/a Amanda Zuckerman, Defendant Antony Mitchell, and Defendant David Manchester

from conducting any HBA business within the State of Florida with Florida Consumers, except for the purpose of any efforts to assist in winding down the activities of MV Realty in accordance with Florida law, including to effect the terms of this Consent Judgment or any other judgment. The relief in this paragraph does not apply to the activities of the Individual Defendants in any state outside of Florida.

Furthermore:

- a. Defendant Amanda J. Zachman f/k/a Amanda Zuckerman, Defendant Antony Mitchell, and Defendant David Manchester shall make no further effort on behalf of MV Realty to collect Promotion Fees previously paid to any Florida Consumer in connection with the HBA and will not attempt to collect Early Termination Fees, Commissions, or Rescission Fees from Florida Consumers;
- b. Defendant Amanda J. Zachman f/k/a Amanda Zuckerman, Defendant Antony Mitchell, and Defendant David Manchester agree that the HBAs and Memoranda of HBAs are wholly unenforceable against Florida Consumers. Accordingly, the Individual Defendants possess no rights, interests, or privileges

arising out of any HBA entered between Defendants and Florida Consumers;

- c. Defendant Amanda J. Zachman f/k/a Amanda Zuckerman, Defendant Antony Mitchell, and Defendant David Manchester have not and will not assign or otherwise transfer MV Realty's rights, interests, and privileges in any HBA entered into with Florida Consumers to any third party; although nothing herein prevents the Individual Defendants from pursuing any claims in connection with or against any parties other than against any Florida Consumer, other than in connection with the defense of any claim made by such Florida Consumer;
- d. Defendant Amanda J. Zachman f/k/a Amanda Zuckerman, Defendant Antony Mitchell, and Defendant David Manchester agree that to the extent that any Memorandum pertaining to a Florida Consumer has not been recorded by any Florida public property records custodian, such Florida Consumer can record a Termination of Memorandum in the form attached hereto as **Exhibit A** with the requisite property related details, and the Individual Defendants shall have no objection to such Termination

of Memorandum and shall take all reasonable steps to facilitate and not hinder the recordation of such Termination of Memorandum.

3.2 The COURT HEREBY enjoins for a period of ten (10) years Defendant Amanda J. Zachman f/k/a Amanda Zuckerman, Defendant Antony Mitchell, and Defendant David Manchester from, directly or indirectly:

- a. conducting any for-profit consumer-facing residential real estate business in the State of Florida, except that nothing in this Consent Judgment shall preclude Zachman from offering services as a real estate agent, broker, or realtor and conducting any activities in the regular course of business in connection therewith;
- b. creating or offering any class of assets secured by residential real property in the State of Florida or that affects Florida Consumers;
- c. creating, operating, managing or controlling any business that engages in consumer-facing Telemarketing in the State of Florida;
and
- d. nothing herein shall prevent Defendant Amanda J. Zachman f/k/a Amanda Zuckerman, Defendant Antony Mitchell, and Defendant

David Manchester from conducting any personal real estate business in the State of Florida.

3.3 Notice of change in information: For a period of two (2) years from the Effective Date, the Individual Defendants shall notify the Attorney General of the following within ten (10) days of the occurrence of any changes in any of the Individual Defendants' residence, mailing address, email address, and telephone number, which shall be street addresses and not post office or other mail boxes; any changes in the Individual Defendants' name or use of any aliases or fictitious names; or any filing of a bankruptcy petition.

IV. SUSPENDED MONETARY RELIEF

Subject to the terms of Section 4.4 and 4.5 below:

4.1 Final Judgment Amount against Mitchell. Judgment is hereby entered against Antony Mitchell in the total amount of TWO MILLION DOLLARS (\$2,000,000.00) ("Mitchell Judgment Amount") as civil penalties pursuant to Section 501.2075, Florida Statutes.

4.2 Final Judgment Amount against Manchester. Judgment is hereby entered against David Manchester in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) ("Manchester Judgment Amount") as civil penalties pursuant to Section 501.2075, Florida Statutes.

4.3 Final Judgment Amount against Zachman. Judgment is hereby entered against Amanda Zachman in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) (“Zachman Judgment Amount”) as civil penalties pursuant to Section 501.2075, Florida Statutes.

4.4 Suspension and Payment. Due to each Individual Defendants’ inability to pay as the Effective Date, as demonstrated by the sworn Financial Affidavits and supporting documents provided to the Attorney General by MV Realty, Mitchell, Manchester, and Zachman, and in consideration of MV Realty’s bankruptcy proceeding filed on or about September 2022, in the Southern District of Florida, Case No. 23-17590-EPK, the Attorney General agrees to suspend the Mitchell Judgment Amount, the Manchester Judgment Amount, and the Zachman Judgment Amount.

4.5 The Parties expressly acknowledge and agree that the entry of this Consent Judgment does not constitute, and shall not be construed as, a money judgment, debt, liability, or monetary obligation of any kind against the Individual Defendants absent further order of this Court. Nothing herein shall be deemed to impose any personal financial obligation, payment duty, or enforceable monetary liability upon the Individual Defendants. This Consent Judgment is intended solely to effectuate the agreed equitable, injunctive, and general terms herein, and shall not give rise to any right of execution, collection, or enforcement for money damages or

payment against the Individual Defendants, subject to the provisions set forth in this Section IV and provided that each Individual Defendant has complied with same.

4.6 The Attorney General's agreement to suspend the collection of the Mitchell Judgment Amount, the Manchester Judgment Amount, and the Zachman Judgment Amount is expressly premised upon the following:

- Each Individual Defendant's inability to pay the Mitchell Judgment Amount, the Manchester Judgment Amount, and the Zachman Judgment Amount, respectively.
- Each Individual Defendant's representations made previously and made herein that the Individual Defendants, each or collectively, are unable to pay or otherwise provide money, property or assets to satisfy, in whole or in part, the Mitchell Judgment Amount, the Manchester Judgment Amount, and the Zachman Judgment Amount entered against them herein at the time of such representations. The Parties agree that such inability to pay is sufficiently evidenced by the represented financial condition of each of the parties as disclosed to the Attorney General pursuant to Section 4.11 (which requires the delivery to the Attorney General of sworn Fact Information Sheets by each Individual Defendant);

- Each Individual Defendant's future compliance with this Consent Judgment's injunctive terms and all other Non-Monetary terms;
- Any monetary judgment in any form that the Attorney General has entered against MV Realty shall be entered and enforceable solely against MV Realty, and not against any of the Individual Defendants.
- Individual Defendants stipulate that they have not concealed, transferred, or conveyed assets of any type (whether monetary, personal property, real property or otherwise) to any other third person or entity as a means to influence the terms of this Consent Judgment.

4.7 The truth, accuracy and correctness of the Individual Defendants' representations to the Attorney General made prior to or at the time of the signing of this Consent Judgment and in connection with section 4.11, and the stipulations and agreements contained herein are the material information that the Attorney General has relied upon in negotiating the terms of this Consent Judgment.

4.8 If the Attorney General has a reasonable basis to believe that any Individual Defendant has failed to comply with Section IV of this Consent Judgment as it relates to the obligations of each Defendant individually per this Consent Judgment, including any failure to comply with the stipulations and agreements set forth in Section IV as related to them individually, has willfully failed to disclose any material asset, misstated the value of any material asset, or has made any other

material misstatement or omission in any representation to the Attorney General, at the time such disclosures were made or at the time the disclosures are made pursuant to Section 4.11, the Attorney General may file an appropriate motion with the Court that complies with the provisions provided in Section 4.9 below as against only the non-complying Individual Defendant(s) with the Court.

4.9 Prior to filing an appropriate motion as set forth in paragraph 4.8 above, the Attorney General will provide the non-complying Individual Defendant with a Notice of Default providing written notice of such alleged default in reasonable detail (a “Default Notice”). The defaulting Individual Defendant shall have fifteen (15) days after receipt of the Default Notice to respond to such alleged default (or such additional time as may be agreed upon by the Attorney General) and may provide to the Attorney General information or evidence about the steps taken to address the alleged violation(s) or such other evidence, information, or argument that the Individual Defendant wishes the Attorney General to consider before initiating an enforcement action. All Default Notices and other notices hereunder shall be in writing and delivered personally, by nationally recognized overnight courier or by certified or registered mail (return receipt requested, postage prepaid), and by electronic mail with confirmation of delivery (with a hard copy sent by one of the foregoing methods). Notices shall be effective only upon receipt. To the extent a default occurs, only the specific Individual Defendant in default can be liable.

4.10 The Parties acknowledge and agree that a distinction exists between (a) a default or breach of the injunctive terms set forth in this Consent Judgment, and (b) any misrepresentation in the financial disclosures provided by any Individual Defendant to the Attorney General in connection with the entry of this Consent Judgment.

(a) A default or breach of the injunctive terms shall mean a failure by an Individual Defendant to comply with any obligation expressly set forth in this Consent Judgment, and shall subject such Individual Defendant only to enforcement remedies with respect to that specific obligation.

(b) By contrast, a misrepresentation shall mean a material false statement or material omission in the financial information submitted to the Attorney General upon which the suspension of the monetary judgment was expressly based. In the event that such misrepresentation or omission is deemed material, the Attorney General shall have the right to reinstate the suspended monetary judgment, in whole or in part, and seek entry of a monetary judgment for the previously suspended amount as its remedy for such misrepresentation or omission. . For the avoidance of doubt, a subsequent change or improvement in any Individual Defendants' financial condition occurring after the provision of the required sworn Fact Information Sheets by the Individual Defendants to the Attorney General shall not constitute a misrepresentation.

4.11 Section 4.10 above is not intended to address the remedies, if any, available to the Attorney General for any subsequent changes or improvements in any Individual Defendants' financial condition unrelated to allegations of misrepresentations in the Fact Information Sheets; however, the Attorney General waives any and all remedies in connection with any subsequent changes or improvements in any of the Individual Defendants' financial conditions upon MV Realty's full and final payment of the Payment Amount (as defined in ¶4.5 of the MV Consent Judgment) or any amount paid by MV Realty that satisfies the MV Judgment Amount, including with respect to payments received under the default payment schedule, (as set forth in paragraph 4.9 of the MV Consent Judgment).

4.12 It is further ordered and adjudged that the Individual Defendants shall complete and return the Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet) under oath, including all required attachments within thirty (30) days of the Effective Date. Notice to any of the parties to this Consent Judgment, as may be required, shall be made as indicated in Section 4.9 above at the addresses set forth below or provided by the Individual Defendants to the Attorney General in the above-referenced Fact Information Sheet(s) or as required due to a change of address, as follows:

To the Individual Defendants:

Amanda J. Zachman

[Included in Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet)]

Antony Mitchell

[Included in Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet)]

David Manchester

[Included in Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet)]

Note: Any Notice to any or all Individual Defendants should also be sent with copy to their counsel via hard copy and email at:

Angela C. de Cespedes, Esq.

John C. Gekas, Esq.

Saul Ewing LLP

701 Brickell Avenue, 17th Floor

Miami, FL 33131

Email: angela.decespedes@saul.com

Email: john.gekas@saul.com

To the Attorney General:

Ellen Lyons, Special Counsel,

Office of the Attorney General

Consumer Protection Division

3507 East Frontage Road, Suite 325

Tampa, FL 33607

VI. SEVERABILITY

IT IS FURTHER ORDERED that the provisions of this Consent Judgment are separate and severable, and if any provisions are stayed or determined to be invalid, the remaining provisions shall remain in all force and effect.

VII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this matter for all purposes, including to enforce the terms of this Consent Judgment and to enter any further Orders as may be necessary to ensure compliance with this Consent Judgment, which may result in additional injunctive relief, contempt, civil and/or criminal proceedings as the law may allow.

VII. FINAL DISPOSITION

IT IS FURTHER ORDERED that this Consent Judgment shall act as the final disposition of this matter as to the Individual Defendants, subject to reopening for enforcement, modification or construction as the law may allow.

[Remainder of this page intentionally left blank.]

AMANDA J. ZACHMAN
f/k/a AMANDA ZUCKERMAN, INDIVIDUALLY

Agreed to and signed this 17 day of December, 2025, by the below-stated person who states and affirms as follows:

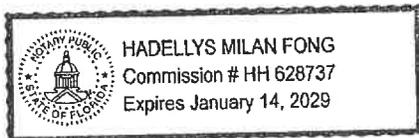
BY MY SIGNATURE, I, AMANDA J. ZACHMAN, hereby affirm that my signature below binds me personally and individually to the terms and conditions of this Consent Final Judgment.

Amanda Zachman
AMANDA J. ZACHMAN, Individually

STATE OF FLORIDA)
COUNTY OF Palm Beach)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, AMANDA J. ZACHMAN personally virtually appeared. She acknowledged before me that she executed the foregoing instrument for the purposes therein stated on the 17th day of December, 2025.

Subscribed to before me this 17th day of December, 2025.



[NOTARIAL SEAL]

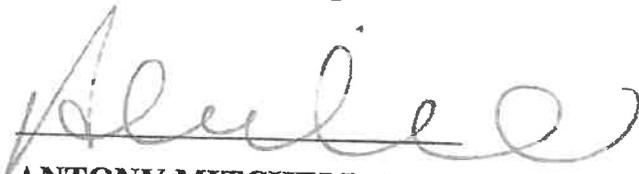
[Handwritten Signature]

Notary Public
Personally known _____
OR Produced Identification # Z255010856110
Type of Identification Produced FL DL

ANTONY MITCHELL, INDIVIDUALLY

Agreed to and signed this 17th day of December, 2025, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, ANTONY MITCHELL, hereby affirm that my signature below binds me personally and individually to the terms and conditions of this Consent Final Judgment.



ANTONY MITCHELL, Individually

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, ANTONY MITCHELL personally virtually appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 17th day of DECEMBER, 2025.

Subscribed to before me this 17th day of DECEMBER, 2025.



Notary Public
Personally known
OR Produced Identification # _____
Type of Identification Produced _____

[NOTARIAL SEAL]



BEVERLY F. GROSS
Notary Public
State of Florida
Comm# HH207708
Expires 4/5/2026

DAVID MANCHESTER, INDIVIDUALLY

Agreed to and signed this 17th day of December, 2025, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, DAVID MANCHESTER, hereby affirm that my signature below binds me personally and individually to the terms and conditions of this Consent Final Judgment.

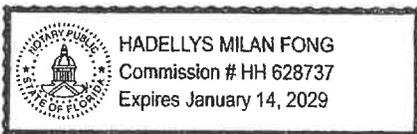
David Manchester

DAVID MANCHESTER, Individually

STATE OF FLORIDA)
COUNTY OF Palm Beach)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, DAVID MANCHESTER personally virtually appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 17th day of December, 2025.

Subscribed to before me this 17th day of December, 2025.



[NOTARIAL SEAL]

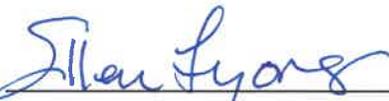
[Signature]

Notary Public
Personally known _____
OR Produced Identification # M522172720520
Type of Identification Produced FL DL

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS

JAMES UTHMEIER
ATTORNEY GENERAL

Dated this 17th day of December, 2025.

By: 

ELLEN LYONS, FBN 57819
Special Counsel, Assistant
Attorney General
Office of the Attorney General
Department of Legal Affairs
3507 East Frontage Road, #325
Tampa, Florida 33607
Telephone: (813) 287-7950
Facsimile: (813) 281-5515

Dated this 18 day of Dec, 2025.

By: 

VICTORIA BUTLER
Director, Consumer Protection Div.
Office of the Attorney General
Department of Legal Affairs
3507 East Frontage Road, #325
Tampa, Florida 33607
Telephone: (813) 287-7950
Facsimile: (813) 281-5515

ORDERED AND ADJUDGED in chambers in Hillsborough County,
Florida, this ____ day of _____, 2025.

Electronically Conformed 12/19/2025
Darren D. Farfante

By: _____

Circuit Court Judge

Conformed copies to:

All counsel of record