

WFG Underwriting Bulletin



To: All New Jersey Policy Issuing Agents of WFG National Title Insurance Company

From: WFG Underwriting Department

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Subject: Final Consent Judgment entered in the State of New Jersey vs. MV Realty putting a stop to its predatory real estate scheme

Most of us have probably heard of MV Realty and their unscrupulous schemes and the liens they've placed on many homeowners not just here in NJ but across the country. MV Realty has been subject to lawsuits and enforcement actions in multiple states, including California, Florida, Georgia, Illinois, Indiana, Massachusetts, Missouri, New Jersey, North Carolina, Ohio and Pennsylvania.

Here's some good news as reported on the NJ Department of Law and Public Safety website. On October 31, 2025 NJ Attorney General, Matthew J. Platkin and the Division of Consumer Affairs ("Division") announced a \$2.8 million settlement with MV Realty that resolves the State's lawsuit alleging the Florida-based company violated New Jersey's consumer protection laws by tricking financially struggling homeowners into unconscionable agreements that placed liens on their homes and subjected them to draconian terms in exchange for nominal one-time cash payments. More than 1,200 New Jersey residents entered into these so-called "Homeowner Benefit Agreements" ("HBAs"), including 140 who paid early termination fees ranging from \$575 to \$42,000 to get out of them.

In a final consent judgment filed in New Jersey Superior Court in Essex County today, MV Realty PBC, LLC and MV Realty of New Jersey, LLC (collectively "MV Realty") and their principals Amanda J. Zachman f/k/a Amanda J. Zuckerman, David Manchester, David Reiner, and Antony Mitchell a/k/a Tony Mitchell (collectively with MV Realty, "Defendants"), agreed to stop entering into HBAs with New Jersey consumers, cease enforcing existing HBAs in this state—including recovering or attempting to recover any early termination fee or other payment for any alleged breach of an HBA—and file terminations of MV Realty's liens on homeowners' properties. The defendants were also assessed a \$1.5 million civil penalty and required to pay \$1,344,122 million in restitution to fully reimburse homeowners who paid early termination fees.

"During the COVID-19 pandemic, MV Realty targeted financially struggling homeowners in a deceptive scheme that locked up equity in their most valuable asset – their homes," said **Attorney General**

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Platkin. “This settlement frees New Jerseyans from the unlawful liens MV Realty placed on their homes, provides monetary relief to those who suffered financially in this scheme, and holds MV Realty accountable for its deceptive practices.”

“This settlement underscores New Jersey’s commitment to halting unscrupulous business practices in our state and providing justice to consumers affected by the unlawful conduct,” **said Elizabeth M. Harris, Acting Director of the Division of Consumer Affairs.** “Any company doing business in New Jersey must abide by our consumer protection laws or face significant consequences.”

In a civil [complaint](#) filed in Superior Court Chancery Division in Essex County in 2023, the State alleged that despite not being registered as telemarketers, as required by law, the defendants routinely placed and directed the placement of unsolicited telemarketing calls to New Jersey consumers during the COVID-19 pandemic. Targeting homeowners struggling financially during the pandemic, the defendants offered them quick cash through MV Realty’s deceptively named “Homeowner Benefit Program.” Characterizing the program as “more than stimulus,” the defendants offered homeowners between \$300 to \$5,000 upfront in exchange for the opportunity to serve as their future real estate agents. The defendants represented that their product was not a loan and told homeowners they had “no obligation” to repay MV Realty or to ever sell their home in the future. However, the suit alleged the defendants failed to disclose the true nature of the Home Benefits Program or their predatory terms upfront. Among other things, the defendants did not disclose to consumers that the program operated as a high-interest mortgage loan, that a lien would be placed against their home, that there was a 40-year contract term, or that the agreement was binding on the consumer’s heirs. The defendants also failed to disclose to consumer that they would pay an early termination fee of at least 3% of the property’s value—a penalty of at least ten times the “promotion fee” the consumers received upfront—if the consumers listed the property for sale with another real estate agent, the home was foreclosed upon, the title of the home was transferred to a family member, heirs tried to sell the home, or if the consumer wished to cancel the deal.

The complaint alleged that MV Realty’s practices violated New Jersey’s Consumer Fraud Act and regulations governing general advertising, and the telemarketing do not call regulations.

As mentioned above, among other things the consent judgment requires MV Realty to cease enforcing these so-called HBA’s and to file terminations of their liens. Time will tell if MV Realty follows through with all the provisions of this settlement but for now if your search reveals one of these liens please attempt to contact MV Realty for the proper termination of the lien. If your attempt is futile then please contact underwriting.

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