

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

<p>DISTRICT OF COLUMBIA,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">v.</p> <p>EXPRESS HOMEBUYERS DC LLC, LAWRENCE BRADFORD CHANDLER III, and JUDSON ALLEN</p> <p style="text-align:center">Defendants.</p>	<p>Case No.:2021 CA 004682 B</p> <p>Judge Heidi M. Pasichow</p>
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CONSENT ORDER

Plaintiff District of Columbia (the “District”), by and through its Office of the Attorney General (“OAG”), filed its Complaint in this matter, under the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.* (“CPPA”) against Defendant Express Homebuyers DC, LLC (“Express Homebuyers”), Defendant Judson Allen, and Defendant Lawrence Bradford Chandler III (collectively, the “Defendants”). The District and the Defendants (collectively, the “Parties”) stipulate to the entry of this Consent Order (“Consent Order”) to resolve all matters in dispute in this action between them.

THE PARTIES

1. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General has authority

to enforce the District's consumer protection laws, including the CPPA, pursuant to D.C. Code § 28-3909.

2. Defendant Express Homebuyers DC LLC ("Express Homebuyers") is a limited liability, for-profit company that operates in the District of Columbia, is organized under the laws of Virginia, and maintains a principal place of business at 6564 Loisdale Court, Suite 315, Springfield, VA 22150. Express Homebuyers advertises and provides for-profit real estate services in the District of Columbia.

3. Defendant Lawrence Bradford Chandler III is the Chief Executive Officer and Co-Founder of Express Homebuyers. He has a business address at 6564 Loisdale Court, Suite 315, Springfield, VA 22150.

4. Defendant Judson Allen is the Co-Founder of Express Homebuyers. He has a business address at 6564 Loisdale Court, Suite 315, Springfield, VA 22150.

FACTS

5. This Court has jurisdiction over this matter.

6. The District's Complaint alleges that Defendants engaged in unlawful trade practices violating the CPPA. D.C. Code § 28-3904(a), (b), (e), (f), (f-1), and (k). In particular it alleges Defendants sent letters to District consumers which, (1) falsely represent that Express Homebuyers and its services had the sponsorship and/or approval of the D.C. government; (2) misrepresent, omit, and use ambiguity as to material facts which had the tendency to mislead consumers regarding D.C. law governing tax lien sales, Express Homebuyers' affiliation with the D.C. government, and claims that District consumers owed past due property taxes; (3) falsely state that Express Homebuyers' services were needed to prevent foreclosure. Further the

complaint alleges Defendants violated the CPPA by failing to obtain a District of Columbia business license, thereby misrepresenting that Express Homebuyers was authorized to conduct business in the District of Columbia. Nothing contained in this Consent Order is or may be construed as an admission by the District that its claims are not well-founded.

7. Defendants deny all of the District's allegations and claims, including that it has violated any consumer protection laws, including the CPPA. Nothing contained in this Consent Order is or may be construed to be an admission by Defendants of any violation of law or regulation, of any other matter of fact or law, or of any liability or wrongdoing.

INJUNCTION

8. Defendants shall not engage in any act or practice that violates the CPPA.

9. Defendants shall not advertise their services to District consumers by stating that the District consumer owes unpaid property taxes.

10. Defendants shall not make any misrepresentation or material omission of fact that has the tendency or capacity to mislead District consumers regarding the sale of tax liens, the foreclosure process, or government ordered auctions of real property in the District of Columbia.

11. Defendants shall not make any misrepresentation or material omission of fact that has the tendency or capacity to mislead District consumers regarding any association between the Defendants and the District of Columbia government or court system.

12. Defendants shall not falsely state or imply that foreclosure will result from failure to use Defendants' services.

13. Defendants shall have an attorney review all written real estate related advertisements sent to District consumers.

14. Defendants shall have an attorney review any Freedom of Information Act requests sent to the District of Columbia regarding real property and any related response from the District of Columbia.

15. Defendants shall obtain all required District of Columbia business licenses before engaging in any future business within the District of Columbia.

MONETARY TERMS

16. Defendants shall pay the District a total of \$70,000 to resolve this litigation, pursuant to the following schedule: \$30,000 due on or before January 15, 2023, \$20,000 due on or before February 15, 2023, and \$20,000 due on or before March 15, 2023.

17. If any payment is missed, at the option of the District, the entire balance shall become due and payable immediately. The District may pursue all available remedies in connection with the unpaid balance.

18. Payment shall be made by wire payment and delivered to the Office of the Attorney General consistent with instructions from OAG. The District may use this payment for any lawful purposes, including, but not limited to, restitution, attorneys' fees, and other costs of investigation and litigation, and/or this payment may be placed in, or applied to, the District's restitution fund or litigation support fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Attorney General for the District of Columbia. Defendant agrees to cooperate with the District in obtaining any modification to the language of this paragraph needed to facilitate the administration of the District's payment under this paragraph.

RELEASES

19. This Consent Order finally disposes of all claims and issues by the parties that have been raised, or could have been raised, by either party based on the conduct and time period alleged in the Complaint in this lawsuit.

20. The District shall release Defendants from all claims that the Attorney General asserted or could have asserted under the D.C. Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.* and the D.C. Home Equity Protection Act, D.C. Code §§ 42-2431 *et seq.* based on the facts alleged in the Complaint.

21. Defendants shall release the District from all claims that Defendants raised, or could have raised, in this lawsuit.

GENERAL PROVISIONS

22. The Parties may apply to the Court to modify this Consent Order by agreement at any time. Any party may apply to the Court, without the other party's agreement, to modify this Consent Order for good cause shown based on a substantial change in law or fact occurring after the date this Consent Order is entered.

23. Unless otherwise set forth above, Defendants shall implement all changes required by this Consent Order within thirty (30) days of its entry by the Court.

24. The District reserves the right to take any legal action to enforce the terms of this Consent Order.

25. Defendants shall not direct third parties acting on their behalf, to engage in practices from which Defendants are prohibited by this Consent Order.

26. This Consent Order represents the full and complete terms of the settlement entered

by the Parties. In any action undertaken by the Parties, neither prior versions of this Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever.

27. In entering into this Consent Order, the parties are neither extinguishing any rights otherwise available to consumers, nor creating any right not otherwise available under the laws of the District of Columbia.

28. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order and for the purpose of granting such additional relief as may be necessary and appropriate. The Parties may agree in writing, through their counsel, to an extension of any time period in this Consent Order without a court order.

29. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

30. All notices sent pursuant to this Consent Order shall be provided to the following address via electronic mail, unless a different address is specified in writing by the party changing such address:

For the Plaintiff District of Columbia:

Adam Teitelbaum, Director
Office of Consumer Protection
DC Office of the Attorney General
400 6th Street, NW
Washington, DC 20001
Email: adam.teitelbaum@dc.gov

For the Defendant Express Homebuyers DC, LLC:

Ugo Colella
COLELLA ZEFUTIE LLC
1300 I Street, N.W. Suite 400E
Washington, D.C. 20005
Email: ucollella@cslaw.com

For the Defendant Judson Allen:

Ugo Colella
COLELLA ZEFUTIE LLC
1300 I Street, N.W. Suite 400E
Washington, D.C. 20005
Email: ucollella@czlaw.com

For the Defendant Lawrence Bradford Chandler III:

Ugo Colella
COLELLA ZEFUTIE LLC
1300 I Street, N.W. Suite 400E
Washington, D.C. 20005
Email: ucollella@czlaw.com

31. Any failure by any party to this Consent Order to insist upon the strict performance by any other party of any of the provisions of this Consent Order shall not be deemed a waiver of any of the provisions of this Consent Order, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Order.

32. If any clause, provision or section of this Consent Order shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

33. Nothing in this Consent Order shall be construed as relieving Defendants of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Consent Order be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

34. Defendants shall ensure that all current and future personnel having final decision-making authority with respect to the subject matter of this Consent Order are informed of the

requirements set forth in this Consent Order.

35. Defendants shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Consent Order or for any other purpose that would otherwise circumvent any part of this Consent Order or the spirit or purposes of this Consent Order.

CONSENTED TO FOR PLAINTIFF DISTRICT OF COLUMBIA

KARL A. RACINE
Attorney General for the District of Columbia

JENNIFER C. JONES
Deputy Attorney General
Public Advocacy Division

ARGATONIA D. WEATHERINGTON
Assistant Deputy Attorney General
Public Advocacy Division

Adam Teitelbaum

Date: Dec 22, 2022

ADAM TEITELBAUM
Director, Office of Consumer Protection

Laura Beckerman

Date: Dec 22, 2022

LAURA BECKERMAN
Senior Trial Counsel, Public Advocacy Division

Spencer Scoville

Date: Dec 22, 2022

SPENCER SCOVILLE
Assistant Attorney General
Office of Consumer Protection
Office of the Attorney General
440 Sixth Street, N.W., 10th Floor
Washington, D.C. 20001

Attorneys for the District of Columbia

CONSENTED TO FOR DEFENDANT EXPRESS HOMEBUYERS DC, LLC

Lawrence Bradford Chandler III
Lawrence Bradford Chandler III

Date: 12-16-22

CONSENTED TO FOR THE DEFENDANT JUDSON ALLEN

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Judson M. Allen
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Judson Allen

Date: 12/16/2022

CONSENTED TO FOR THE DEFENDANT LAWRENCE BRADFORD CHANDLER III



Lawrence Bradford Chandler III

Date: 12-16-22

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date

Judge Heidi M. Pasichow
Superior Court of the District of Columbia