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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK ss

SUPERIOR COURT
CIVIL ACTION NO. 1884CV00781

<p>COMMONWEALTH OF MASSACHUSETTS,</p> <p>Plaintiff,</p> <p>v.</p> <p>ANGLEFUND, INC. and DTH-REO, Inc.; and</p> <p>DAVID BUTTROSS, an individual</p> <p>Defendants</p>
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FINAL JUDGMENT BY CONSENT

On March 9, 2018, Plaintiff, the Commonwealth of Massachusetts, by and through its Attorney General, Maura Healey, commenced this consumer protection action against Angelfund, Inc. ("Angelfund") and DTH-REO, Inc. ("DTH") alleging violations of Chapter 93A in the leasing and sale of certain properties in Massachusetts. Following the filing of the Complaint, Angelfund and DTH agreed to entry of a Stipulated Order for Preliminary Injunction, which remains in effect today. Subsequently, in July 2019, after receiving leave of court, the Commonwealth filed its First Amended Complaint which expanded the claims brought to include violations of Chapter 93A related to the failure to provide disclosures and follow other steps required under state and federal law in Angelfund and DTH's capacity as a seller-financer on certain properties. The First Amended Complaint also named David Buttross as a defendant in his personal capacity.

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AGREEMENT ENTERED ON DOCKET Jans 22
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 17A AND NOTICE SENT TO PARTIES PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 77C AS FOLLOWS.

In order to resolve the Commonwealth's claims, the Commonwealth as well as Anglefund, DTH, and David Buttross (collectively "Defendants") consent to the entry of this Final Judgment by Consent ("Final Judgment"), establishing the terms of injunctive relief and monetary payment to be made by Defendants, without further trial or adjudication. Defendants acknowledge that this Court has subject matter jurisdiction over this action and personal jurisdiction over Defendants. Defendants waive all rights of appeal and also waive the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure.

ACCORDINGLY, THE FOLLOWING IS HEREBY ORDERED AND ADJUDGED:

I. DEFENDANTS SUBJECT TO FINAL JUDGMENT

1. This Final Judgment shall extend to Defendants as well as agents, assigns, and successors, individually or collectively.
2. Defendant Anglefund, Inc. is a Texas corporation with a principal place of business of 5115 North Lamar Boulevard, Austin, TX 78751.
3. Defendant DTH-REO, Inc. is a Texas corporation with an address registered with the Texas Secretary of State of 408 W. 18th Street, Austin, TX 78701.
4. Defendant David Buttross, an individual, is a resident of Austin, Texas, and the sole owner, operator and/or managing agent of Anglefund and DTH.

II. JURISDICTION

5. The Attorney General is authorized to bring this action under G. L. c. 93A, § 4 and G. L. c. 12, § 10.

6. This Court has jurisdiction over this subject matter under G. L. c. 93A, § 4 and under G. L. c. 214, § 1 to enter such orders as it deems proper.

7. This Court has jurisdiction over this matter pursuant to G. L. c. 223A, § 3.

8. Venue is proper in Suffolk County pursuant to G. L. c. 223, § 5 and G. L. c. 93A, § 4.

III. DEFINITIONS

9. "Anglefund-Owned Property" refers to the three properties located in North Adams for which Anglefund currently holds the title. Specifically, the three properties include:

- a. 27 Hall Street, North Adams, MA;
- b. 333-335 Walnut Street,, North Adams, MA;
- c. 24-26 Wesleyan Street, North Adams, MA.

10. "North Adams Consumer" refers to the person or persons listed as the "Tenant(s)" on the most recent "Residential Lease Agreement with Option to Purchase" entered into by Anglefund.

IV. INJUNCTIVE RELIEF

11. Defendants, individually or acting through employees, officers, subsidiaries, agents, representatives, affiliates, successors, and/or assigns or through any corporate or other device, are hereby permanently enjoined from:

- a. Purchasing or otherwise taking title to real property in Massachusetts;

- b. Engaging in real estate transactions involving real property located in Massachusetts, including but not limited to buying, selling, leasing, renting or financing real estate purchases or sales, except purchasing or renting a home for personal, family or household use;
- c. However, in the event that one of the North Adams Consumers declines to accept the conveyance of property as outlined in Paragraph 12(e) of this Consent Judgment, Anglefund shall engage a Massachusetts-licensed real estate agent or broker within 45 days for the purpose of selling the identified property.

12. Resolution regarding Anglefund-Owned Property in North Adams, MA:

- a. Within 14 days of entry of this Final Judgment by Consent, Anglefund, through the Office of the Attorney General, will offer to transfer title, for consideration already received, to each Anglefund-Owned Property to the North Adams Consumer identified on the most recent lease agreement for each respective property or otherwise identified and agreed upon by the Parties;
- b. Upon receipt of the offer, the North Adams Consumers will have up to 21 days to respond to the offer;
- c. Within 14 days of receiving acceptance of the offer from a North Adams Consumer, Anglefund will record a deed executed by Anglefund's owner and sole officer, David Buttross, conveying Anglefund's interest in the identified property to the North Adams Consumer in the Northern

Berkshire Registry of Deeds and will provide the North Adams Consumer with a copy of the deed;

- d. Prior to transferring the deed to the North Adams Consumer, Anglefund will pay any outstanding municipal taxes, fees, and liens and obtain a Municipal Lien Certificate indicating that the property is free of any municipal payment obligations;
- e. Should a North Adams Consumer decline to receive the title for the property, they will have 60 days to vacate the property. If the North Adams Consumer fails to do so, Anglefund may exercise its rights to regain possession of the property through legal process, including summary process as provided for by Massachusetts General Laws, ch. 239. Once vacated, the North Adams Consumer will have no legal obligations to Anglefund or the property.

V. **MONETARY PAYMENT**

13. Defendants agree to pay the Commonwealth \$60,000 for Consumer Relief as provided for by G.L. c. 93A, §4:

- a. Within 30 days of entry of the Consent Judgment in this matter, Defendants will pay to the Commonwealth \$25,000;
- b. Defendants agree that the \$35,000 currently held in escrow by the Commonwealth pursuant to the Final Judgment of Civil Contempt issued in this matter on October 30, 2019 shall be released to the Commonwealth and credited to Defendants as payment toward this Final Judgment.

14. The Attorney General shall, in her sole discretion, distribute the Consumer Relief, consistent with this paragraph, to those Massachusetts consumers who the Attorney General determines have suffered damages as a result of acts or practices the Commonwealth has alleged were unfair or deceptive in this action. If the Attorney General determines, in her discretion, that the public interest is better served by an alternative distribution of the Consumer Relief, the Attorney General may use or direct some or all of the Consumer Relief to fund or assist in funding programs or initiatives designed to create safe, habitable homes by improving distressed or blighted properties.

VI. OTHER PROVISIONS

15. Compliance. Upon the request of the Attorney General, or her representatives, Defendants shall produce documents or provide all information relating to compliance and/or efforts to comply with the provisions of this Final Judgment within seven (7) days.

16. Continuing Jurisdiction. The parties to this Final Judgment admit to the continuing jurisdiction of the Suffolk Superior Court for the purpose of enforcing or modifying the terms of this Final Judgment or for granting such further relief as the Court deems just and proper. The injunctive relief provisions of this Final Judgment place Defendants under the restraint of a direct order of the Court. It is understood that where the Final Judgment refers to Anglefund, as owner

of certain properties subject to this Final Judgment, the obligations imposed by the injunctive relief provisions extend to David Buttross as the owner and sole officer of Anglefund. Any violation of the injunctive terms of this Final Judgment may result in Defendants being adjudged in criminal or civil contempt of court and, pursuant to G. L. c. 93A, § 4, subject to a civil penalty of not more than ten thousand dollars (\$10,000) for each violation, as well as other penalties permitted by law.

17. Governing Law. The provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

18. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

19. Conduct Not Condoned. Consent to this Final Judgment does not constitute an approval by the Commonwealth of any of Defendants' acts or practices, and Defendants shall make no representations to the contrary.

20. Entire Agreement. This Final Judgment contains the complete agreement between the Commonwealth and Defendants regarding the monetary payment to be paid by Defendants as well as the terms of the injunctive relief. No promises, representations, or warranties other than those set forth in this Final Judgment have been made between the Commonwealth and Defendants. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, between the Commonwealth and Defendants, whether oral or in writing.


21. Modification. This Final Judgment may not be changed, altered, or modified, except by further order of the Court.

22. Effective Date. This Final Judgment becomes effective upon entry by the Court.

23. Requirements Maintained. It is the intention of the parties that the provisions of this Final Judgment do not contravene Defendants' obligation to comply with all applicable state and federal laws and regulations.

24. Release. Entry of this Final Judgment by the Court resolves all of the Commonwealth's consumer protection claims pursuant to G. L. c. 93A, §2, against Defendants arising out of the conduct described in the Commonwealth's First Amended Complaint.

SO ORDERED:



Dated: January 20, 2022
Justice, Superior Court

STIPULATION AND CONSENT OF ANGLEFUND, INC., DTH-REO, INC., AND DAVID BUTTROSS TO ENTRY OF FINAL JUDGMENT

Defendants Anglefund, Inc., DTH-REO, Inc., and David Buttross admit to the continuing jurisdiction of the Suffolk Superior Court as to the personal and subject matter jurisdiction of this action and consent to the entry of the Final Judgment. In so consenting, Defendants state that they are represented by Attorney AiVi Nguyen of the firm Bowditch and Dewey, that they have consulted with their attorney, and that they have personally read and understand each numbered paragraph in the Final Judgment.

Defendants waive the entry of findings of facts and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure. Defendants understand that the Final Judgment is entered pursuant to G. L. c. 93A, § 4, and that any false representation of a material fact in this Final Judgment may result in them being adjudged in contempt of court.

CONSENTED, WAIVING ALL RIGHTS OF APPEAL:



ANGLEFUND, INC.

Dated:
By: David Buttross
5115 North Lamar
Austin, Texas



DTH-REO, INC.

Dated:
By: David Buttross
5115 North Lamar
Austin, Texas



DAVID BUTTROSS

Dated: 12-28-21
Address: 5115 N Lamar Austin TX 78751