

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY,
STATE OF MISSOURI**

STATE OF MISSOURI, ex rel.)	
Attorney General Andrew Bailey,)	
)	
Plaintiff,)	
)	
vs.)	
)	Cause No. _____
)	
MV Realty of Missouri, LLC)	Division No. _____
a Missouri limited liability company,)	
)	
MV Realty PBC, LLC)	
a Florida limited liability company,)	
)	
MV Realty Holdings, LLC)	
a Florida limited liability company,)	
)	
MV Brokerage of Missouri, LLC)	
a Missouri limited liability company,)	
)	
Amanda Zachman,)	
)	
Antony Mitchell,)	
)	
Steven Scott,)	
)	
David Manchester)	
)	
Defendants.)	

**PETITION FOR PERMANENT INJUNCTION, CIVIL PENALTIES,
AND OTHER RELIEF**

The State of Missouri, through Attorney General Andrew Bailey, brings this lawsuit under the Missouri Merchandising Practices Act (“MMPA”),

§ 407.020, *et seq.*, RSMo., against MV Realty LLC. According to complaints filed with the Attorney General's Office, Defendant advertised to individuals that they would exchange small, one-time grants of money for individuals using their real estate listing services. Through these incentives and creating a high pressure environment for consumers, the Defendant locked those individuals into long-lasting and high-penalty contracts which placed liens on individuals' homes. Plaintiff seeks restitution for the individuals who were harmed and appropriate injunctive relief to release those still bound by Defendant's contracts and to stop any continued fraudulent conduct by Defendants.

PARTIES

1. Andrew Bailey is the Attorney General of the State of Missouri and brings this action in his official capacity pursuant to Chapter 407, RSMo.

2. Defendant MV Realty of Missouri, LLC is a Missouri limited liability company registered in the State of Missouri on December 16, 2021. The registered local agent for MV Realty of Missouri, LLC is CT Corporation System, with a registered officer at 120 S Central Ave, Clayton, Mo 63105.

3. Defendant MV Realty of Missouri, LLC has done business within the State of Missouri by marketing, offering, selling, or providing real estate services.

4. Defendant MV Realty of Missouri, LLC is licensed as a Real Estate Association by the Missouri Real Estate Commission, license number: 2021050581.

5. MV Realty PBC, LLC is a Florida limited liability company with its principal place of business in (location), Florida. Upon information and belief, MV Realty PBC, LLC wholly owns and directs the actions of MV Realty of Missouri, LLC and MV Brokerage, LLC. MV Realty PBC, LLC also directed telemarketing on behalf of MV Realty of Missouri, LLC, resulting in the violations of the Missouri No Call Law as alleged below.

6. MV Realty Holdings, LLC f/k/a MV Realty IP Holding Company, LLC is a Florida Limited Liability company with its principal place of business in (location), Florida. Upon information and belief, MV Realty Holdings, LLC wholly owns and controls and directs the actions of MV Realty PBC, LLC.

7. Defendant MV Brokerage of Missouri, LLC is a limited liability company registered in the State of Missouri on October 28, 2022. The registered local agent for MV Realty of Missouri, LLC is CT Corporation System, with a registered officer at 120 S Central Ave, Clayton, Mo 63105.

8. Defendant MV Brokerage of Missouri, LLC is licensed as a Real Estate Association by the Missouri Real Estate Commission, license number: 2021050581.

9. Amanda Zachman is a director and Chief Sales Officer MV Realty PBC, LLC, and an officer of MV Realty of Missouri, LLC. Upon information and belief, Zachman had the authority to control MV Realty, and participated in the acts and practices of MV Realty that are set forth in this complaint.

10. Antony Mitchell is the Chief Executive Officer of MV Realty PBC, LLC. Upon information and belief, Mitchell had the authority to control MV Realty and participated in the acts and practices of MV Realty that are set forth in this complaint.

11. Steven Scott is an officer of MV Realty PBC, LLC, serving as Senior Vice President. Upon information and belief, Mitchell had the authority to control MV Realty and participated in the acts and practices of MV Realty that are set forth in this complaint.

12. David Manchester is the Chief Operating Officer of MV Realty PBC, LLC. Upon information and belief, Mitchell had the authority to control MV Realty and participated in the acts and practices of MV Realty that are set forth in this complaint.

13. All references to the actions of Defendant include actions individually, in concert with, or by or through their principals, officers, directors, members, organizers, employees, agents, representatives, affiliates, assignees, and successors.

JURISDICTION

14. This Court has subject matter jurisdiction pursuant to Article V, § 14 of the Missouri Constitution.

15. This Court has personal jurisdiction over Defendant MV Realty of Missouri, LLC because MV Realty of Missouri, LLC is a Missouri company, holds a license from the Missouri Real Estate Commission, maintains a registered office in Missouri, and conducts business within the State of Missouri.

16. This Court has personal jurisdiction over Defendant MV Brokerage of Missouri, LLC because MV Brokerage of Missouri, LLC is a Missouri company, holds a license from the Missouri Real Estate Commission, maintains a registered office in Missouri, and conducts business within the State of Missouri

17. This Court has personal jurisdiction over Defendants MV Realty PBC, LLC and MV Realty Holdings, LLC as the companies conduct business within the State of Missouri, including but not limited to, owning MV Realty of Missouri, LLC, and directing its activities.

18. This Court has personal jurisdiction over Defendant Amanda Zachman as Zachman engaged in real estate business in the state of Missouri by: serving as an officer of MV Realty of Missouri, LLC; signing documents on behalf of MV Realty of Missouri, LLC; executing Homeowner Benefit

Agreements with Missouri consumers; filing liens related to contracts signed with Missouri consumers.

19. This Court has personal jurisdiction over Defendant Antony Mitchell as Mitchell directed the advertising, marketing, and sale of real estate services in the state of Missouri by: serving as the Chief Executive Officer of MV Realty PBC, LLC, which owned MV Realty of Missouri and directed its activities;

20. This Court has personal jurisdiction over Defendant David Manchester as Manchester directed the advertising, marketing, and sale of real estate services in Missouri by: serving as an officer of MV Realty of Missouri, LCC; as serving as the Chief Operations Officer of MV Realty PBC, LLC, which owned MV Realty of Missouri, LLC, and directed its activities.

21. This Court has personal jurisdiction over Defendant Steven Scott as Steven Scott directed the advertising, marketing, and sale of real estate services in Missouri by: serving as an officer of MV Realty of Missouri, LLC; signing documents organizing MV Realty of Missouri, LLC, to the Missouri Secretary of State's Office; serving as a director and Senior Vice President of MV Realty PBC, LLC, which owned MV Realty of Missouri, LLC, and directed its activities.

22. This Court has authority over this action pursuant to § 407.100, RSMo., which allows the Attorney General to seek injunctive relief and restitution in circuit court against persons who violate § 407.020, RSMo.

VENUE

23. Venue is proper in this Court pursuant to § 407.100.7, RSMo., which provides that “[a]ny action under this section may be brought in the county in which the defendant resides, in which the violation alleged to have been committed occurred, or in which the defendant has a principal place of business.”

24. Venue is proper in Callaway County because Defendants’ registered office is in St. Louis County.

MERCHANDISING PRACTICES ACT

25. Section 407.020 of the Missouri Merchandising Practices Act provides in pertinent part:

“The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce or the solicitation of any funds for any charitable purpose, as defined in section 407.453, in or from the state of Missouri, is declared to be an unlawful practice... Any act, use or employment declared unlawful by this subsection violates this subsection whether committed before, during or after the sale, advertisement, or solicitation.”

26. “Person” is defined as “any natural person or his legal representative, partnership, firm, for-profit or not-for-profit corporation, whether domestic or foreign, company, foundation, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestui que trust thereof.”

27. “Merchandise” is defined as “any objects, wares, goods, commodities, intangibles, real estate, or services.” § 407.010(4).

28. “Sale” is defined as “any sale, lease, offer for sale or lease, or attempt to sell or lease merchandise for cash or on credit.” § 407.010(6).

29. “Trade” or “commerce” are defined as “the advertising, offering for sale, sale, or distribution, or any combination thereof, of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated. The terms ‘trade’ and ‘commerce’ include any trade or commerce directly or indirectly affecting the people of this state.” § 407.010(7).

30. Defendants have sold merchandise in trade or commerce within the meaning of § 407.010.

31. The Attorney General has promulgated rules explaining and defining terms used in §§ 407.010 to 407.145 of the Merchandising Practices

Act. Said rules are contained in the Missouri Code of State Regulations (“CSR”).

32. From those regulations, and pertinent to this petition, a false promise is defined as “any statement or representation which is false or misleading as to the maker’s intention or ability to perform a promise, or likelihood the promise will be performed.” 15 CSR 60-9.060.

33. “A misrepresentation is an assertion that is not in accord with the facts.” 15 CSR 60-9.070.

34. “Deception is any method, act, use, practice, advertisement or solicitation that has the tendency or capacity to mislead, deceive or cheat, or that tends to create a false impression.” 15 CSR 60-9.020.

35. Among other things, it is considered an unfair practice “for any person in connection with the sale of merchandise to unilaterally breach unambiguous provisions of consumer contracts.” 15 CSR 60-8.070.

36. An unfair practice includes an act which “[o]ffends any public policy as it has been established by the Constitution, statutes, or common law of this state, or by the Federal Trade Commission, or its interpretative decisions.” 15 CSR 60-8.020.

THE MISSOURI TELEMARKETING PRACTICES LAW

37. Section 407.1076, RSMo, provides in pertinent part:

It is an unlawful telemarketing act or practice for any seller or telemarketer to engage in the following conduct:

(3) Cause the telephone to ring or engage any consumer in telephone conversation repeatedly or continuously in a manner a reasonable consumer would deem to be annoying, abusive or harassing;

(11) Knowingly utilize any method to block or otherwise circumvent a consumer's use of a caller identification service.

38. Section 407.1082.1, RSMo, provides in pertinent part:

It is unlawful pursuant to section 407.020 to violate any provision of sections 407.1070 to 407.1085 or to misrepresent or omit the required disclosures of section 407.1073 or 407.1076, and pursuant to sections 407.010 to 407.130, the violator shall be subject to all penalties, remedies and procedures provided in sections 407.010 to 407.130. The remedies available in this section are cumulative and in addition to any other remedies available by law.

39. "Telemarketing" is defined as "a plan, program or campaign which is conducted to induce the purchase or lease of merchandise by use of one or more telephones and which involves more than one telephone call." § 407.1070(13), RSMo.

40. A "telemarketer" is defined as "any person, or any recorded, computer-generated, electronically generated or other voice communication of any kind, who, in connection with telemarketing, initiates or receives telephone calls to or from a consumer. A telemarketer includes, but is not limited to, any such person that is an owner, operator, officer, director or partner to the management activities of a business." § 407.1070(12), RSMo.

41. A “seller” is defined as “any person who, in connection with a telemarketing transaction, provides, offers to provide, or arranges for others to provide merchandise to the consumer in exchange for consideration.” § 407.1070(11), RSMo.

42. “Merchandise” is defined as “any objects, wares, goods, commodities, intangibles, real estate or services” § 407.1070(8), RSMo.

THE MISSOURI DO-NOT-CALL LAW

43. Section 407.1098.1, RSMo, provides

No person or entity shall make or cause to be made any telephone solicitation to the telephone line of any residential subscriber in this state who has given notice to the attorney general, in accordance with rules promulgated pursuant to section 407.1101 of such subscriber’s objection to receiving telephone solicitations.

44. Section 407.1107, RSMo, provides, in pertinent part:

1. The attorney general may initiate proceedings relating to a knowing or threatened knowing violation of section 407.1098 or 407.1104. Such proceedings may include, without limitation, an injunction, a civil penalty up to a maximum of five thousand dollars for each knowing violation and additional relief in any court of competent jurisdiction. The attorney general may issue investigative demands, issue subpoenas, administer oaths and conduct hearings in the course of investigating a violation of section 407.1098 or 407.1104.

45. A “residential subscriber” is defined as, “a person who, for primarily personal and familial use, has subscribed to residential telephone

service, wireless service or similar service, or the other persons living or residing with such person.” § 407.1095(2), RSMo.

46. A “telephone solicitation” is defined as “any voice, facsimile, short messaging service (SMS), or multimedia messaging service (MMS), for the purpose of encouraging the purchase or rental of, or investment in, property, goods or services . . .” § 407.1095(3), RSMo.

ALLEGATIONS OF FACT TO ALL COUNTS

47. MV Realty of Missouri, LLC, is a Florida-based realtor organized in Missouri on December 16, 2021.

48. MV Realty of Missouri, LLC, was owned entirely by MV Realty PBC, LLC, a Florida company. MV Realty PBC, LLC, its directors and officer, controlled the operations of MV Realty of Missouri, LLC.

49. At all relevant times, Defendants were engaged in the business of advertising, offering for sale, and selling of real estate services.

TELEMARKETING ABUSES

50. The Defendants called these real estate services the Homeowner Benefit Program (“HBP”). Defendants conducted telephone and internet advertising to promote the Homeowner Benefit Program, promising a few hundred to a few thousand dollars in exchange for consumers entering a listing agreement under which the Defendants were to sell the consumer’s home as a real estate agent. These calls are widespread and persistent, and

they have garnered the attention of the Federal Communications Commission (“FCC”) for violations of the Do Not Call Registry and their abusive tactics.

51. The FCC investigated MV Realty’s use of PhoneBurner for telemarketing and robocalling. On January 24, 2023, the FCC ordered all U.S.-based voice service providers to prevent the transmission on their networks of suspected illegal robocall traffic from MV Realty using the PhoneBurner platform.

52. The FCC concluded that MV Realty placed nearly 12 million calls to phone numbers listed on the National Do Not Call Registry.

53. Upon information and belief, MV Realty engaged in the same conduct in Missouri.

54. Defendants made, initiated, or caused to be made or initiated telephone solicitations and/or telephone sales calls to residential subscribers on the Missouri Do Not Call List.

55. PhoneBurner produced call detail records to Plaintiff. Based on these records MV Realty made or initiated approximately 42,452 telephone solicitations to telephone numbers on the Missouri Do Not Call List.

56. Upon information and belief, MV Realty used caller IDs with Missouri area codes so that they could match the area codes with the called party.

57. This practice is called neighborhood spoofing, and it is intended to trick the call recipient into thinking the call was coming from a fellow Missourian compared to a company based in Florida.

58. Defendants were not registered to receive the Missouri Do Not Call List.

**UNFAIR AND DECEPTIVE ACTS AND PRACTICES RELATED TO
THE SALE OF REAL ESTATE BROKERAGE SERVICES**

59. The actual terms of the contract, called the Homeowner Benefit Agreement (“HBA”), place a 40-year long binding obligation on consumers for a portion of their house’s sales price. This obligation is a 3–6% commission on the sale price of the house for the Defendants to list the home. The obligation could also be triggered by a number of “Early Termination Events” listed in the contract. These Early Termination Events are drafted in a deceptive way to allow collection of the commission fee for a variety of property transfers that are not sales.

60. For instance, though listed as exceptions, non-sale transfers of title (e.g., transfer to the owner’s heirs upon her death) could also be considered an Early Termination Event if the transferee does not notify the Defendants within ten (10) days of her intent to continue the agreement.

61. Thus these Early Termination Events allow MV Realty to collect “commission fees” even when they are not acting as an agent or broker for the real estate transaction.

62. Defendants’ practice is to send a notary to the consumer’s residence within one or two days of the consumer’s assent to signing an HBA. The notary is supplied with a single copy of the contract. The notary explains the contract in general terms and has the consumer sign the contract. The

notary does not leave an additional copy of the agreement with the consumer. Consumers do not receive a completed copy of the contract until a day to multiple days after it has been signed.

63. Defendants do not provide advance copies of the contract to consumers, so the first time they see the HBA is when the notary arrives to have the consumer sign the agreement.

64. Consumers describe these interactions as high pressure environments, and many complaints also note the lack of notification by the notary of important terms of the contract. These include the long duration of the consumer's obligation and Defendants placing a lien on the property.

65. The pressure in these situations is exacerbated by the Defendants targeting consumers who are property owners in need of money and unable to receive other loans.

66. Once signed, the consumer has three (3) days to cancel her contract before she is bound to the obligation for forty (40) years. The contract does not identify the date by which the consumer may provide notice of cancellation under the three-day cancellation term. The contract does not set the notice of the three-day right to cancellation in bold face font.

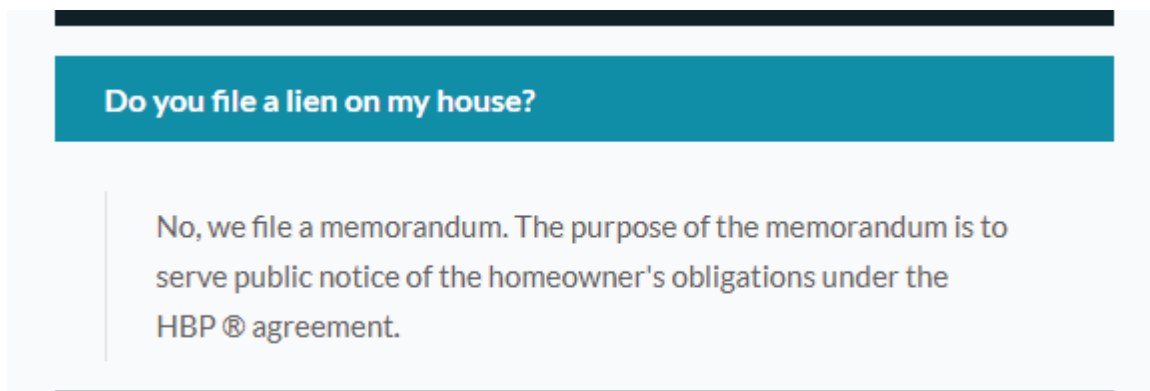
67. The amount owed by the consumer is at least ten (10) times the amount of money received from the Defendants. Missouri consumer

complainants received on average \$578.61 and owed an average of \$6,673.20 if they were to sell or transfer their homes.

68. After the contract is signed, the Defendants place a memorandum on the title record for the consumer's property notifying any potential buyer or loan provider of the owner's obligation to MV Realty.

69. This memorandum acts, in effect, as a lien on the property, and it often interferes with the property owner's ability to sell or refinance her home.

70. Defendants also refer to the memorandum on the Frequently Asked Questions page of their website. Since late 2022 it has read:



71. Despite Defendants' verbal and digital representations to the contrary, the contract explicitly grants MV Realty a lien in the consumer's property. The contract's "Notice of Agreement" section paragraph a. states the "Property Owner hereby conveys unto the Company a lien and security interest in and to the property to secure the obligations of the property hereunder." Paragraph c. refers to the company's promise to consider in good

faith a homeowner's request to facilitate refinancing or a new mortgage by "subordinating the lien of this Agreement to the refinanced new mortgage."

72. The "Memorandum of MVR Homeowner Benefit Agreement" signed by homeowners and recorded by the Defendants states that the HBA "restricts transfers of property and creates a lien and security interest in the property to secure the obligations of the Property Owner to the Company thereunder in the amount of the Early Termination fee..."

73. Beginning in 2021, Defendants, through its use of such misleading representations, convinced at least 380 consumers to enter into HBAs.

74. In addition, Defendants may have entered into such agreements with other consumers. Additional consumers who were harmed by Defendants' actions may become evident during the course of this litigation.

VIOLATIONS

COUNT I – DECEPTION (15 CSR 60-9.020)

75. Plaintiff incorporates the preceding paragraphs as if fully stated herein.

76. Defendants have violated § 407.020, RSMo., by creating advertisements that promised quick payments of money without acting as a loan. These advertisements:

- a. fail to mention the length of the contract's duration to consumers;

- ⓑ. fail to mention that MV Realty places a lien on consumers' property to ensure repayment;
- Ⓒ. mislead consumers as to the nature of the memorandum placed on the title of their property;
- Ⓓ. mislead consumers as to the MV Realty's role as an agent for home sales; and
- Ⓔ. mislead consumers as to the nature of the contract by representing it as a commission when it is in fact a loan.

77. Such representations and promises tended to be misleading as to consumers' financial obligations to the Defendant in the HBA.

COUNT II – CONCEALMENT, SUPPRESSION OR OMISSION OF ANY MATERIAL FACT (15 C.S.R. 60-9.110)

78. Plaintiff incorporates the preceding paragraphs as if fully stated herein.

79. Defendant engaged in conduct that violated Section 407.020, by using half-truths in connection with the sale of real estate services in that Defendant made statements in connection with the advertisement and sale of its real estate services that failed to disclose material facts known to him/her, or upon reasonable inquiry would be known to him/her by:

- a. advertising to consumers without mentioning the 40-year duration of the contract and presenting confusing messaging on the topic of the placement of a lien on consumers' property;
- b. advertising to consumers that they would only be required to pay if they sold their home, while in fact there were numerous other transfers of property that were classified as "Early Termination Events" and that would require payment from consumers despite not being a sale;
- c. changing its website to obscure the fact that Defendant places a lien on consumers' homes.

COUNT III – UNFAIR PRACTICES (15 CSR 60-8.020)

80. Plaintiff incorporates the preceding paragraphs as if fully stated herein.

81. Defendants have violated § 407.020, RSMo., by engaging in unfair practices, including but not limited to:

- a. demanding excessively high payouts from consumers relative to what the consumers receive;
- b. creating an unreasonable restraint on the alienation of consumers' homes by placing a 40-year lien on the home that can prevent individuals from refinancing or selling their home.

82. Defendant' violation presents the risk of, and causes substantial injury to consumers because violations of § 407.020 harmed, and will continue to harm, consumers.

COUNT IV – UNFAIR PRACTICES (15 CSR 60-8.020.1(A)(1))

83. Plaintiff incorporates the preceding paragraphs as if fully stated herein.

84. Defendants have violated § 407.020, RSMo., by engaging in unfair practices through business practices that offended public policy, which include but are not limited to:

- a. Violating § 399.100.2(13), RSMo., by using prizes, money, gifts or other valuable consideration as inducement to secure customers or clients to purchase, lease, sell or list property when the awarding of such prizes, money, gifts or other valuable consideration is conditioned upon the purchase, lease, sale or listing;
- b. Violating 16 CFR §429.1(a) during its home solicitation sales by,
 - i. Failing to furnish the buyers with a fully completed receipt or copy of any contract pertaining to such sale at the time of execution; and

- ii. Failing to include in the contract statements regarding the three-day right to cancellation in a bold face type of a minimum size of 10 points;
 - c. Violating § 407.710, RSMo, during its home solicitation sales by,
 - i. Failing to present to the buyers a written agreement or offer to purchase which designates as the date of the transaction the date on which the buyer actually signs and contains a statement of the buyer’s rights which complies with subsection 2 of the statute; and
 - ii. Failing to include in the contract statements regarding the three-day right to cancellation in 10-point boldface type.
 - d. Violating § 339.730.1(6), RSMo, by failing to comply with its fiduciary obligations as a broker by breaking applicable Missouri and Federal law in the course of its operations and dealings with consumers.

COUNT V – UNLAWFUL TELEMARKETING ACTS (RSMo. § 407.1076)

85. Plaintiff incorporates the preceding paragraphs as if fully stated herein.

86. Defendants have violated § 407.1076.3 by repeatedly and continuously calling consumers advertising their HBP and doing so in a

manner that a reasonable consumer would deem to be annoying, abusive, or harassing.

87. Defendants have violated § 407.1076.11 by knowingly using spoofing services to disguise their phone number or otherwise to make their phone number appear local in order to circumvent a consumer's use of a caller identification service.

**COUNT V – VIOLATIONS OF THE DO-NOT-CALL LAW
(407.1098.1, RSM0)**

88. Plaintiff incorporates the preceding paragraphs as if fully stated herein.

89. At least 42,452 times, Defendants, acting directly or through intermediates, have made or caused to be made telephone solicitations to the telephone lines of residential subscribers in the State of Missouri who have given notice to the Attorney General of their objections to receiving telephone solicitations and were placed on Missouri's Telemarketing No-Call list.

90. Defendants also did not either obtain an express agreement in writing from those consumers before contacting them by telephone or have an established business relationship with those consumers before making those calls.

RELIEF

WHEREFORE, the State prays this Court enter judgment:

A. Finding Defendants have violated the provisions of § 407.020, RSMo.

B. Issuing a permanent injunction under § 407.100.1,3, RSMo., enjoining and prohibiting Defendants and their agents, servants, employees, representatives, and other individuals acting on their behalf from advertising, offering for sale, or selling their Homeowner Benefit Program in Missouri.

C. Declaring those contracts signed because of Defendants' misrepresentations and unfair practices to be void.

D. Ordering that all memoranda and liens on all relevant consumers' property be removed and declared void by either the Defendants or the clerks in the counties where the memoranda and liens were filed.

E. Order that Defendants repay all fees collected from enforcing Homeowner Benefit Agreements.

F. Requiring the Defendants to provide full restitution to all consumers who suffered an ascertainable loss per § 407.100.4, RSMo.

G. Requiring Defendants to pay the State an amount of money equal to 10% of the total restitution ordered against Defendants, or such other amount as the court deems fair and equitable, pursuant to § 407.140.3, RSMo.

H. Requiring Defendants to pay all court, investigative, and prosecution costs of this case pursuant to § 407.130, RSMo.

I. Requiring Defendants to pay to the State a civil penalty in such amounts as allowed by law per violation of Chapter 407 that the court finds to have occurred pursuant to § 407.100.6, RSMo.

J. Requiring Defendants to pay prejudgment interest on all restitution amounts awarded by this court.

K. Requiring Defendants to pay a \$5,000 penalty for each violation of the Do-Not-Call-Law, which is believed to be at least 42,452 violations, for a total of at least of \$212,260,000.

L. Granting any additional relief that this Court deems just and proper.

Respectfully submitted,

ANDREW BAILEY
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