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LEGAL (AND OTHER) UPDATES

1.23.26

Antitrust Policy

The MIAMI Association of REALTORS® adheres to a strict policy of compliance with both federal and state antitrust laws. As such, any discussions or activities with potential anti-trust implications, including but not limited to commission price fixing, market allocation, customer allocation, bid rigging, or boycotts, are strictly prohibited. MIAMI REALTORS® strongly endorses a competitive marketplace, ensuring that competitors have the freedom to engage in business without artificial restrictions on competition.

La Asociación de REALTORS® de MIAMI se adhiere a una estricta política de cumplimiento con las leyes antimonopolio federales y estatales. Como tal, cualquier discusión o actividad con posibles implicaciones antimonopolio, las implicaciones, incluyendo pero no limitándose a la fijación de precios de comisiones, la asignación de mercados, la asignación de clientes, la manipulación de ofertas o los boicots, están estrictamente prohibidas. MIAMI REALTORS® apoya firmemente un mercado competitivo asegurándose que competidores tengan la libertad de participar en negocios sin restricciones artificiales a la competencia.



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DISCLAIMER:

This session is only meant to provide education and information on relevant legal topics facing the industry and is not a substitute for legal advice or representation.

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FLORIDA REALTORS FORM UPDATES

NEW FLORIDA REALTORS FORMS

- **Compensation Agreement – Seller or Seller's Broker to Buyer's Broker (CASSB-1)** New combined compensation form for use with a seller or seller's broker agreeing to offer compensation to a buyer's broker. This form combined CABB-1 and CASB-1 into one form and replaces these two separate forms.
- **Modification to Compensation Agreement – Seller or Seller's Broker to Buyer's Broker (MCSB-1)** New combined modification form to use with the new combined Compensation Agreement - Seller or Seller's Broker to Buyer's Broker. This form combined MCA-1 and MCA-2 into one form, replacing the two separate forms.

UPDATED FLORIDA REALTORS FORMS

- Exclusive Brokerage Listing Agreement (EBLA-13)
- Limited Service Listing Agreement (LSLA-5)
- Vacant Land Listing Agreement (VLLA-6)
- Exclusive Right to Lease Agreement (ERL-14)
- Exclusive Right to Lease – Commercial (ERLC-2)
- Exclusive Right of Sale Listing Agreement – Commercial (ERS-10cp)
- Exclusive Buyer Brokerage Agreement – No Brokerage Relationship (EBBA-8nr)
- Exclusive Buyer Brokerage Agreement – Single Agent (EBBA-8sa)
- Exclusive Buyer Brokerage Agreement – Transaction Broker (EBBA-8tb)
- Exclusive Buyer Brokerage Agreement – Consent to Transition to Transaction Broker (EBBA-8tn)
- Showing Agreement (SA-5)
- Contract to Lease (CL-11)
- Vacant Land Contract (VAC-15)
- Receipt of Condominium/Cooperative Documents (RCD-8)
- Milestone Inspection and Structural Integrity Reserve Study Disclosure (MISIRS-2)
- Miami-Dade Septic Tank System Disclosure (MDSTS-2)

DELETED FLORIDA REALTORS FORMS

- **Compensation Agreement – Seller to Buyer's Broker (CASB-1)**
 - Replaced by CASSB-1
- **Compensation Agreement – Seller's Broker to Buyer's Broker (CABB-1)**
 - Replaced by CASSB-1
- **Modification to Compensation Agreement – Seller to Buyer's Broker (MCA-2)**
 - Replaced By MCSB-1
- **Modification to Compensation Agreement – Seller's Broker to Buyer's Broker (MCA-1)**
 - Replaced By MCSB-1

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FLORIDA REALTORS FORMS WEBINAR



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MIAMI REALTORS FORM UPDATES

CURRENT MIAMI REALTORS FORMS

MIAMI-2: Owner's Request for Condo Docs

MIAMI-3: Notice of Condo Association's Noncompliance with Fla. Stat. Sec. 718.111

MIAMI-4: Compensation Agreement – Business Owner or Business Owner's Broker to Buyer's Broker

MIAMI-5: Broker's Commission Notice Under Florida Commercial Real Estate Sales Commission Lien Act

MIAMI-6: Broker's Commission Notice Under Florida Commercial Real Estate Leasing Commission Lien Act

MIAMI-7: Tenant Screening Toolkit: A Guide for Condo Boards

MIAMI-8: Tenant Screening Checklist

MIAMI-9: Opt-In for Electronic Delivery of Notices in Accordance with §83.505 Fla. Stat. (2025)

COMMERCIAL: Released 13 on 10/17/25

FUTURE MIAMI REALTORS FORMS

- Condo owner - authorization/release for condo docs
- Self help packets - condo noncompliance and security deposits
- Listing agreement for business opportunities
- Purchase/sale contract for business opportunities
- Residential lease - termination/release
- Residential lease - assessing addendum options depending on FR
- Commercial - nearly 30 in queue

Let us know what else you would like to see!!!

PROFESSIONAL STANDARDS UPDATES

- **Article 7** — amended to limit its disclosure and approval requirements to a REALTOR® member's customer(s)
- **SOP 17-4** — amended and updated to ensure compliance with the 2024 NAR Settlement Agreement
- **Article 10 & SOP 10-5** — amendments to four case interpretations
- **SOP 3-4** — deleted to comply with 2024 NAR Settlement Agreement

JOIN US ON 2/24/26 AT 10 AM FOR A FULL DEBRIEF
www.miamirealtors.com/education

FINCEN IMPLEMENTATION DEADLINE OF REAL ESTATE REPORTING RULE QUICKLY APPROACHING

FinCEN postponed the implementation of the Residential Real Estate Reporting Rule — **until 3/1/26** (it was originally scheduled for 12/1/25).

Florida Realtors announced that they have a disclosure form ready to release on 3/1/26 should this rule go into effect.

Join the legal teams with MIAMI REALTORS and Old Republic Title (formerly The Fund) for a webinar on **3/2/26** – sign up at www.miamirealtors.com/education.

READ THE FINCEN
UPDATE HERE:



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MV REALTY UPDATES

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Feb 13, 2025

Contact Chase Sizemore

Phone (850) 245-0150



OFFICE OF THE
ATTORNEY GENERAL
STATE OF FLORIDA

Florida Attorney General's Office News Release

Florida Attorney General's Office Secures Order Prohibiting MV Realty from Enforcing Liens or Encumbrances on Homes After Deceiving Florida Homeowners

TALLAHASSEE, Fla.—The Florida Attorney General's Office secured an injunction against MV Realty and its principals for deceiving Florida homeowners into signing away home equity for nominal upfront payments to homeowners. The Honorable Judge Darren D. Farfante of the 13th Judicial Circuit Court ruled that the Florida-based real estate agency and its principals are prohibited from enforcing so called Homeowner Benefit Agreements or collecting early termination fees or payments from homeowners. MV Realty violated the Florida Deceptive and Unfair Trade Practices Act through its predatory actions affecting more than 9,000 Florida homeowners.

Acting Attorney General John Guard said, "When companies, like MV Realty, unfairly and deceptively target Floridians, the Office of Attorney General will fight for them. In my almost six and a half years with the office, this was one of the worst abuses that crossed my desk. I would like to thank former Attorney General Ashley Moody for starting this fight and our fine consumer protection lawyers for finishing it. The 9,303 Floridians who were subject to MV Realty's unconscionable practices will have their properties unencumbered by this injunction and we will continue to hold MV Realty responsible for its abuses."

The defendants targeted homeowners needing a quick cash loan alternative. In exchange, the homeowner would purportedly agree to use MV Realty as an exclusive listing broker without ever having to pay back the money received. However, instead of providing a simple listing agreement, MV Realty pressured the homeowner into signing an unconscionable contract that included a 40-year lien or encumbrance on the property that requires the homeowner to pay a minimum of [redacted] of the home's value to MV Realty, regardless of whether the company ever provided any listing services. The liens put consumers over a barrel, forcing many homeowners to pay the [redacted] in order to refinance, transfer or devise their property to heirs or otherwise tap into home equity.

MV Realty falsely represented to consumers that they would pay nothing until the company decided to sell the homes. However, the company buried a steep payment obligation in the fine print of the contract that triggered even when consumers didn't decide to sell. For instance, MV Realty forced consumers to pay fees even when their homes were lost to foreclosure. The company also used abusive and deceptive telemarketing practices, calling millions of people on the National Do-Not-Call Registry and leaving millions of unwanted, pre-recorded voicemails.

FEBRUARY 2025: AGO SECURED ORDER PROHIBITING MV REALTY FROM ENFORCING LIENS OR ENCUMBRANCES ON HOMES

Under the injunction, MV Realty and the individual defendants are prohibited from the following actions pertaining to property in Florida:

- Enforcing any HBA;
- Collecting or attempting to collect any early termination fee or other payment for any alleged breach of an HBA;
- Asserting or representing to any consumer, homeowner, title agent, real estate agent, closing attorney, lender, prospective purchaser, or in any legal action or arbitration proceeding involving a consumer who has signed an HBA, that MV Realty holds any enforceable property interest, lien, constructive trust, mortgage, or any other encumbrance or cloud on title on the home that arises from an HBA;
- Filing, or causing to be indexed, a *lis pendens* on a property that is subject to an HBA; and
- Recording a Memorandum of Homeowner Benefit Agreement, a Memorandum of OptListing Agreement, or any other document which provides public notice of an HBA on the property subject to an HBA with MV Realty or its subsidiaries, successors, or assigns.

MV Realty must also record terminations of all memoranda recorded on the properties of homeowners associated with an HBA within 14 days of the injunction order date or within two days of being notified by any Florida homeowner, title agent real estate agent, closing attorney, lender, or prospective purchaser that a termination is required to be recorded in order to proceed with any transaction related to a Florida homeowner's property, including but not limited to, a loan, refinancing, reverse mortgage, or sale of the property.

To view the injunction, click [here](#).

For details on the original complaint filed by the Florida Attorney General's Office, click [here](#).

Monetary relief, restitution and civil penalties against MV Realty remains before the court. Victims of MV Realty are expected to receive direct notice on how to apply for restitution.

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ATTORNEY GENERAL JAMES UTHMEIER SECURES JUDGMENT AGAINST MV REALTY FOR SCAMMING FLORIDA HOMEOWNERS [View PDF](#)

Release Date Dec 19, 2025
Contact Communications
Phone (850) 245-0150

TALLAHASSEE, Fla.—Attorney General James Uthmeier announced a final judgment against MV Realty for deceiving Florida homeowners. The final ruling requires MV to remove liens from over 9,000 Florida homes and make a \$3 million dollar payment by June 30, 2026. Failure to comply with the judgment entitles the state to collect the entire \$18,000,000.

"MV Realty scammed thousands of Florida homeowners, and now justice has prevailed," said Attorney General James Uthmeier. "This massive legal win set the standard for other states looking to move forward with similar investigations and lawsuits against these scammers. I'd like to thank the entire Consumer Protection team for their dedication and delivering results for Floridians."

MV Realty PBC, LLC and its principals, Antony Mitchell, Amanda Zachman, and David Manchester, bombarded financially vulnerable homeowners with deceptive offers to give the homeowners "free" nominal payments that they "would never have to repay." In exchange for the payment, the homeowner had to agree to use MV Realty as an exclusive listing broker if they decide to sell their home.

Hidden in the fine language of the so-called "Homeowner Benefit Agreement," however, was a 40-year lien or encumbrance on the property that required the homeowner to pay a minimum of 3% of the home's value to MV Realty, regardless of whether the company ever provided any listing services. These contracts put consumers over a barrel, forcing many homeowners to pay the fee when they refinanced, transferred, or devised their property to heirs. MV Realty collected unconscionable fees even if the homeowner went into foreclosure.

The Office of the Attorney General sued MV Realty under the Florida Deceptive and Unfair Trade Practices Act, with the primary goal of having MV Realty's liens, which bound 9,303 Florida homeowners, terminated from the public record. In February 2025, the court found MV Realty's actions unconscionable and ordered that MV Realty terminate all Florida liens.

In the final resolution of this case, the court entered two Consent Judgments against MV Realty and its principals, providing the following relief:

- \$18 million suspended judgment against MV Realty, designated as \$6 million in disgorgement for ill-gotten gains, \$10 million in civil penalties, and \$2 million in attorneys' fees and costs;
- \$3 million in suspended penalties against MV Realty's principals;
- \$3 million payment required by MV Realty due by June 30, 2026;
- An injunction against any efforts to collect any monies from consumers related to the unconscionable Homeowner Benefit Agreement;
- Termination of all recordings in the public record related to Homeowner Benefit Agreements and the associated Memoranda;
- 10-year injunction against MV Realty's principals related to conducting certain consumer-facing real estate activities;
- 10-year injunction against MV Realty's principals creating or offering any class of assets secured by residential real property in Florida; and
- 10-year injunction against creating, operating, managing, or controlling any business that engages in consumer-facing telemarketing in Florida.

Special Counsel Ellen Lyons served as lead counsel on the matter, along with Consumer Protection Division Deputy Director Sasha Funk Granal, Senior Counsel Sean Saval, and Special Counsel Diane Marger Moore.

To view the Final Judgments filed in the Thirteenth Judicial Circuit, click [here](#) and [here](#).

FAST FORWARD TO DECEMBER 2025: FLORIDA AGO SECURED JUDGMENT AGAINST MV REALTY FOR SCAMMING FLORIDA HOMEOWNERS

In the final resolution of this case, the court entered two Consent Judgments against MV Realty and its principals, providing the following relief:

- \$18 million suspended judgment against MV Realty, designated as \$6 million in disgorgement for ill-gotten gains, \$10 million in civil penalties, and \$2 million in attorneys' fees and costs;
- \$3 million in suspended penalties against MV Realty's principals;
- \$3 million payment required by MV Realty due by June 30, 2026;
- An injunction against any efforts to collect any monies from consumers related to the unconscionable Homeowner Benefit Agreement;
- Termination of all recordings in the public record related to Homeowner Benefit Agreements and the associated Memoranda;
- 10-year injunction against MV Realty's principals related to conducting certain consumer-facing real estate activities;
- 10-year injunction against MV Realty's principals creating or offering any class of assets secured by residential real property in Florida; and
- 10-year injunction against creating, operating, managing, or controlling any business that engages in consumer-facing telemarketing in Florida.

2026 FORECAST

- **MLS**
 - NAR continues its risk assessment
 - Looking at how policies can be updated to reflect marketplace (data distribution, AI...)
- **Professional Standards**
 - NAR continues its risk assessment around antitrust issues
- **Antitrust**
 - 2024 NAR settlement agreement - oral argument on the appeal was 1/4/26; post-settlement enforcement is happening
 - Buyer-side cases are still being litigated across the country
 - Other issues are still being litigated - legal team is closely monitoring
- **Scammers continue scamming**
 - Protect yourselves and your customers!
- **FREC**
 - Looking closely at: property management cases; security deposit claims; agents accepting rents and other money by Zelle; MLS misrepresentation issues
 - Big use of citation program (fines instead of formal investigations; faster resolution for less severe offenses)
 - FAILURE TO SUPERVISE

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legal@miamire.com



EVIAN
White De Leon, Esq.
Chief Legal Counsel & COO
MIAMI REALTORS®



ALEJANDRO
González, Esq.
Senior Legal Counsel
MIAMI REALTORS®



ELIZABETH
Soto, Esq.
Associate Legal Counsel
MIAMI REALTORS®