IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: _____
DIVISION: _____

ANDREW ARNOLD, on behalf of himself and all others similarly situated,

Plaintiff,

v.

APPRAISAL NATION, LLC, AMC LINKS, LLC, and UNITED WHOLESALE MORTGAGE, LLC

Defendants.

CLASS REPRESENTATION

COMPLAINT

Plaintiff Andrew Arnold, by and through his undersigned counsel, brings this class action on behalf of himself and all others similarly situated against Defendants Appraisal Nation, LLC ("Appraisal Nation") and AMC Links, LLC ("AMC Links") (together, the "AMCs") for violations of the Florida Deceptive and Unfair Trade Practices Act and, in the alternative, for unjust enrichment, and individually against United Wholesale Mortgage, LLC ("UWM") (together with the AMCs, "Defendants") for fraudulent misrepresentation and negligent misrepresentation, and alleges as follows:

INTRODUCTION

1. This is a class action lawsuit filed to redress injuries that Plaintiff and a class of consumers have suffered, and will continue to suffer, as a result of Defendants' unlawful, unfair, and deceptive practices relating to the "appraisal fees" they charge mortgage borrowers.

2. Buying a home is one of the landmark financial burdens faced by Americans, especially Floridians. People often spend years saving up for a down payment. But a down payment is just one of the up-front costs. People who manage to save up for a down payment and get approved for a mortgage must also pay closing costs. While home prices and interest rates command more attention, closing costs are significant; indeed, a 2021 study "found that nearly 15 percent of lower income homebuyers had closing costs that exceeded the amount of their down payment."[1] Closing costs, "and particularly the costs the lender imposes on the borrower as part of the cost of getting the loan, have recently risen sharply."[2] "From 2021 to 2023, median total loan costs increased by over 36% percent on home purchase loans," increasing the pressure on borrowers' budgets.[3] Certain closing costs are for services that borrowers cannot shop for, and which do not benefit borrowers.[4] Such costs are ripe for exploitation, leading to an unwelcome surprise for borrowers: "closing costs that all too often are full of junk fees."[5]

3. Defendants, for their part, charge borrowers "appraisal fees" at closing that bear no relation to the actual cost of the appraisal service.

4. The AMCs are appraisal management companies that serve as intermediaries between mortgage lenders and local appraisers. Lenders like UWM set borrowers' "appraisal fees," charge the appraisal fees to the borrowers, and then pass along the appraisal fees to the AMCs. The AMCs, in turn, arrange for an appraiser to conduct the appraisal.

[1] Julie Margetta Morgan, *Junk Fees Are Driving Up Housing Costs. The CFPB Wants to Hear from You.*, CFPB (Mar. 8, 2024), https://www.consumerfinance.gov/about-us/blog/junk-fees-are-driving-up-housing-costs-the-cfpb-wants-to-hear-from-you/; *see* NUNO MOTA & MARK PALIM, FANNIE MAE, BARRIERS TO ENTRY: CLOSING COSTS FOR FIRST-TIME AND LOW-INCOME HOMEBUYERS (Dec. 2021), https://www.fanniemae.com/media/42286/display.
[2] Request for Information Regarding Fees Imposed in Residential Mortgage Transactions, 89 Fed. Reg. 48,400 (June 6, 2024).
[3] *Id.*
[4] *See id*; *Junk Fees Are Driving Up Housing Costs*, *supra* note 1.
[5] *Junk Fees Are Driving Up Housing Costs*, *supra* note 1.

5. While a borrower may pay an appraisal fee ranging from $450 to over $1,000, the AMCs pay the appraiser only a fraction of this fee, deceptively keeping the remainder for themselves.

6. The appraisers, not Defendants, perform the required appraisal. Defendants provide no tangible benefit to borrowers.

7. Defendants' practices thus cause consumers to dramatically overpay for appraisal services.

8. Defendants do not disclose the disproportionate fees they charge borrowers like Plaintiff because if Defendants did, borrowers would see that Defendants inflate appraisal costs without providing a discernible benefit to borrowers or appraisers.

9. Defendants' deception is particularly problematic because the typical dynamics of a free market are not present to keep the price competitive. In this context, the lender picks the AMC, but the lender does not pay the AMC—the borrower is stuck to pay the AMC the lenders contracts with, without the ability to select an AMC or negotiate the AMC's fees.

10. The only way to make AMCs' fees subject to the healthy pressure of an efficient market is to inform consumers of the details of the AMCs' fees. This would give consumers a chance to demand that lenders compete for the borrower's business by securing more competitive appraisal fees.

11. This competition is not happening now because Defendants obfuscate the excessive portion of appraisal fees the AMCs take for themselves.

12. As a result of Defendants' unlawful, unfair, and deceptive practices, Plaintiff and a class of consumers have suffered, and will continue to suffer, by being required to pay misrepresented, inflated "appraisal fees."

PARTIES, JURISDICTION AND VENUE

13. Plaintiff Andrew Arnold ("Arnold" or "Plaintiff") is domiciled in and is a citizen of Florida.

14. Defendant Appraisal Nation is a limited liability company formed under the laws of North Carolina. Appraisal Nation routinely conducts business in the State of Florida, is registered to do business in the State of Florida, and maintains an office for service of process in Florida.

15. Defendant AMC Links is a limited liability company formed under the laws of Utah. AMC Links routinely conducts business in the State of Florida, is registered to do business in the State of Florida, and maintains an office for service of process in Florida.

16. Defendant UWM is a limited liability company formed under the laws of Michigan. UWM is registered to conduct, and routinely conducts, business in Florida. UWM was Plaintiff's originating lender for a mortgage loan in Florida.

17. This Court has jurisdiction over Defendants because they committed tortious conduct in Florida and caused injuries to Plaintiff in Florida.

18. Venue is proper under Fla. Stat. § 47.011 because, upon information and belief, Defendants' have offices in the county for purpose of conducting business in the state, and managing members of the Defendant limited liability companies reside in the county.

19. All conditions precedent to the bringing of this action have occurred or Defendants have waived them.

FACTUAL BACKGROUND

20. When borrowers apply for home mortgage loans, whether to purchase or refinance, lenders require appraisals.

21. Appraisals are not services that borrowers shop for; instead, lenders like UWM order appraisals and then pass on the cost to borrowers. Consequently, appraisal fees are out of borrowers' control: "Home buyers can't shop around for a cheaper home appraisal."[6] The "only way" to avoid an appraisal fee is to "skip the mortgage and pay for the house in cash."[7]

22. Appraisers must be independent from lenders under federal law. Therefore, the AMCs serve as middlemen.

23. The AMCs are leading appraisal management companies in Florida and throughout the United States.

24. The AMCs provide no benefit to borrowers, and only a limited benefit to lenders like UWM. The AMCs merely protect the lender from allegations that it violated appraiser independence laws like the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

25. The AMCs offer a sweet deal for lenders like UWM: lenders receive liability protection and do nothing to select the appraiser, and the borrower picks up the cost. No law requires lenders to use AMCs to remain independent, yet many lenders have done so to take advantage of the sweetheart deal that AMCs offer them. In fact, multiple lenders have started their own appraisal management companies as corporate subsidiaries to take advantage of their significant, and undisclosed, profitability.

26. What services the AMCs provide is obscure, to say the least. It is the appraisers—not AMCs or any of their employees—who contact borrowers, schedule appraisals, conduct appraisals, and prepare appraisal reports. The appraiser's work can take significant time and includes traveling to the property to examine it, conducting market research on comparable

[6] *How Does a Home Appraisal Work*, QUICKEN LOANS (Mar. 13, 2024), https://www.quickenloans.com/learn/home-appraisal.
[7] *Refinance Appraisal vs. Purchase Appraisal*, ROCKET MORTGAGE (Apr. 5, 2024), https://www.rocketmortgage.com/learn/refinance-appraisal-vs-purchase-appraisal.

properties, and then preparing a final appraisal report. The AMC receives the appraisal report and forwards it to the lender, but beyond that it is unclear what, if any, role AMCs have in supporting the work to create the appraisal report.

27. Even though the AMCs provide no benefit to borrowers and have no apparent role in the actual appraisal services, the AMCs enrich themselves by obtaining inflated fees that far exceed the actual appraisal cost.

28. Borrowers like Plaintiff pay appraisal fees that range from $450 to over $1,000 depending on the type of property subject to the appraisal.

29. Recent research indicates that appraisal management companies typically retain more than 60% of appraisal fees. In June 2024, the Consumer Financial Protection Bureau (CFPB) requested public comments related to fees charged by providers of mortgages and related settlement services.[8] In August 2024, members of the public submitted comments that described appraisal management companies' deceptive and improper practices, including a report submitted on behalf of the Appraisal Regulation Compliance Council (AARC).[9]

30. In pertinent part, the research revealed that appraisal management companies retain disproportionate percentages of appraisal fees; in fact, only one of the sample appraisal fees entailed less than 60% going to the appraisal management company.[10] Stated differently, appraisal management companies typically retain more than what they pay appraisers—meaning that borrowers' appraisal fees are typically more than double the actual appraisal cost.

[8] Request for Information Regarding Fees Imposed in Residential Mortgage Transactions, 89 Fed. Reg. 48,400 (June 6, 2024).
[9] Docket No. CFPB-2024-0021-0973, https://www.regulations.gov/comment/CFPB-2024-0021-0973.
[10] *Id.*

31. Borrowers like Plaintiff pay these appraisal fees without the knowledge that the fees go, not to an appraiser, but to the AMC. Plaintiff paid only "appraisal fees" with no indication that the fees were paid to entities that did not conduct the appraisal.

32. In fact, the AMCs prevent borrowers from discovering the fees the AMCs retain by prohibiting appraisers from disclosing the cost of the appraisal.

33. Appraisal Nation's engagement letters with its Florida appraisers instruct that they "DO NOT include an invoice in the appraisal report[.]"

34. Likewise, AMC Links's engagement letters instruct that the "Appraiser will not invoice AMC Links LLC clients directly," and that the appraiser will not communicate with the client about "compensation (with the exception of split fee disclosure for all completed appraisals)."

35. Thus, reasonable borrowers are kept in the dark as to the fact that their appraisal fees far exceed the actual appraisal cost.

36. When borrowers receive a closing disclosure from lenders like UWM (at closing or shortly before), they can see the amount and recipient of their appraisal fee. But the closing disclosure neither informs the borrower that the recipient of the appraisal fee is not an appraiser itself, nor that the recipient retains a significant portion of the fee for itself.

37. Even if the closing disclosure informed the borrower that the appraisal fee far exceeds the actual appraisal cost, such information comes too late. By that point (i.e., at closing or shortly before), the borrower has already chosen a lender like UWM and gone through the application process. For a home purchase, the borrower is also under contract with the seller and has likely paid an earnest money deposit. The borrower cannot realistically go elsewhere; the borrower has no reasonable choice but to pay the misrepresented, inflated appraisal fee. Indeed, it

is standard practice to require consumers to pay the appraisal fee before they receive any closing documents at all; therefore, any closing disclosures are largely illusory.

38. Lenders like UWM have an incentive to hide the true nature of the appraisal fees, as borrowers who are kept in the dark as to how their fees are calculated are unable to demand that lenders like UWM negotiate with appraisal management companies for more competitive rates or provide alternative means of arranging an appraisal.

39. In Plaintiff's case, nowhere did UWM disclose the amount of the appraisal fee that the AMCs retained as opposed to what the AMCs paid the appraisers, or that UWM uses the AMCs for its benefit, not Plaintiff's.

40. The AMCs likewise have incentives to hide their fees. In the case of Plaintiff and the proposed class, borrowers paid Appraisal Nation and AMC Links substantially more than the value of their services.

41. In February 2023, Plaintiff paid an appraisal fee to Appraisal Nation for a residential property at 2014 Nicklaus Drive, Melbourne, FL 32935. Before paying the fee, Plaintiff did not receive any disclosures from UWM or Appraisal Nation as to the actual services that Appraisal Nation performed for Plaintiff, the portion of Plaintiff's payment that went to the appraiser, or the portion of Plaintiff's payment that Appraisal Nation kept for itself.

42. UWM merely indicated that there would be a $650 charge before closing "to Appraisal Nation" for an "appraisal fee."

43. Upon information and belief, Appraisal Nation retains a significant portion of borrowers' appraisal fees.

44. Appraisal Nation reached out to Plaintiff with a $660 invoice, and informed Plaintiff that an appraiser would contact him to schedule the appraisal—which could take place only after Plaintiff paid the appraisal fee.

45. Plaintiff paid Appraisal Nation the $660 fee. At no point did UWM or Appraisal Nation disclose to Plaintiff the significant fee Appraisal Nation kept for itself, nor did UWM or Appraisal Nation disclose that the cost of the actual appraisal was a fraction of what Plaintiff paid.

46. Similarly, in October 2023, Plaintiff paid an appraisal fee to UWM for a property at 2173 Middlebury Drive SE, Palm Bay, FL 32909, that was passed to AMC Links. Before paying the fee, Plaintiff did not receive any disclosures from UWM or AMC Links as to the actual services that AMC Links performed for Plaintiff, the portion of Plaintiff's payment that went to the appraiser, or the portion of Plaintiff's payment that AMC Links kept for itself.

47. UWM merely included a $575 charge in the closing costs "to AMC Links" for an "appraisal fee," and a $175 "FINAL INSPECTION FEE."

48. Plaintiff paid the $750 in appraisal fees.

49. It was only after the appraisal was paid for and completed that AMC Links disclosed to Plaintiff that the appraiser received just $300 from the appraisal fee.

50. Plaintiff paid for these appraisals while residing in Florida.

51. Defendants' mandatory, steep, hidden fees for appraisal management services that have no value to the borrower are fraudulent and constitute unfair, deceptive, and coercive business practices.

52. If Defendants disclosed the true nature of their fees and services, reasonable borrowers like Plaintiff could demand more competitive appraisal fees to reflect the actual value of the services provided.

53. Instead, Defendants have misrepresented and concealed the actual cost of appraisals, misrepresented the services provided in connection with appraisals, and charged borrowers substantially more than the actual cost of their appraisals. Specifically, despite what a reasonable consumer would believe based on the documents and information Defendants provided to Plaintiff and Class Members—that Plaintiff and Class Members' "appraisal fees" were for the actual appraisal services performed by appraisers—Defendants charged Plaintiff and Class Members considerably in excess of the actual appraisal cost, with no tangible benefit to Plaintiff and Class Members. Further, upon information and belief, based on the disproportionate amounts of appraisal fees that AMCs retain, as demonstrated by research revealing that AMCs typically retain more than 60% of appraisal fees charged to borrowers, the AMCs retained portions of fees for which they did not perform the relevant service.

CLASS ACTION ALLEGATIONS

54. Plaintiff brings this action on behalf of himself and on behalf of members of the following class (the "Class") under Fla. R. Civ. P. 1.220(b):

> All Florida citizens who, from December 16, 2021, through and until the date of class certification (the "Class Period"), paid an appraisal fee—directly or through a lender—for Appraisal Nation, LLC's or AMC Links, LLC's appraisal management services. Excluded from the Class are Appraisal Nation, LLC and AMC Links, LLC, their agents, representatives, employees, parent companies, subsidiaries, affiliates, any judge to whom this action is assigned, and any member of that judge's staff and immediate family.

55. Plaintiff proposes that an Appraisal Nation subclass be defined for all members of the Class who paid an appraisal fee for Appraisal Nation's services.

56. Plaintiff proposes that an AMC Links subclass be defined for all members of the Class who paid an appraisal fee for AMC Links's services.

57. Plaintiff reserves the right to amend the Class definition and/or sub-class definitions as discovery proceeds and to conform to the evidence.

58. While Plaintiff does not know the exact number of members of the Class, Plaintiff believes there are at least hundreds of members in the Class. The Class is so numerous that joinder of all members in this action is impracticable.

59. Members of the Class will be ascertainable through Defendants' electronic records, data, and databases.

60. Plaintiff's claims are typical of the claims that would be asserted by other members of the Class in that, in proving his claims under Florida law, he will simultaneously prove the claims of all Class Members. The rights afforded under Florida law are the same for Plaintiff and Class Members. Each Class Member had the same interaction with UWM and Appraisal Nation or AMC Links.

61. Plaintiff is a Class Member. Plaintiff will fairly and adequately protect and represent the interests of the Class. Plaintiff's interest is not antagonistic to those of the Class. Additionally, Plaintiff is cognizant of his responsibility as a Class representative and has retained experienced counsel fully capable of, and intent upon, vigorously pursuing the action. Class counsel have extensive experience in class action litigation.

62. Questions of law and fact common to the members of the Class will predominate over questions, if any, that may be individual to individual class members because Appraisal Nation has acted and refused to act on grounds generally applicable to the Class.

63. Questions of law and fact common to the Class include:

a. Whether the AMCs' failure to disclose the fees they retained from Plaintiff and Class Members' appraisal purchases was a deceptive or unfair business practice in violation of FDUTPA;

b. Whether UWM and the AMC's failure to disclose the fees paid to AMC's by Plaintiff and Class Members' appraisal purchases caused the development of Plaintiff's and the Class Members' appraisal reports by coercion in violation of Fla. Stat. § 475.6245(1)(s);

c. Whether Plaintiff and Class Members conferred a benefit on the AMCs through the payment of appraisal fees;

d. Whether the AMCs accepted and retained this benefit;

e. Whether the AMCs' conduct caused injury to Plaintiff and Class Members; and

f. The measure of damages sustained by Plaintiff and the Class.

64. Class action treatment is the superior method for the fair and efficient adjudication of the controversy in that, among other things, such treatment will permit a large number of similarly situated persons or entities to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The benefits of proceeding through the class mechanism, including providing injured persons with a method of obtaining redress for claims that might not be practicable for them to pursue individually, substantially outweigh any difficulties that may arise managing this class action.

COUNT I

FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

(Against the AMC Defendants)

65. Plaintiff incorporates and realleges, as though fully set for herein, each and every allegation set forth in paragraphs 1–64 of this Complaint.

66. Count I is brought pursuant to the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"). Plaintiff brings Count I individually and on behalf of the Class against the AMCs.

67. At all material times, Plaintiff and all members of the class were consumers within the meaning of Section 501.203, Fla. Stat., and are entitled to relief under FDUTPA in accordance with Section 501.211, Fla. Stat.

68. At all times material, the AMCs conducted trade and commerce within the meaning of Section 501.203, Fla. Stat.

69. The AMCs have engaged in unlawful schemes and courses of conduct through one or more of the unfair and deceptive acts and practices alleged above in an effort to misrepresent and inflate appraisal fees, and to coerce Plaintiff and the Class Members into paying them.

70. The AMCs have also engaged in per se FDUTPA violations by causing the development of Plaintiff's and the Class Members' appraisal reports through coercion in violation of Fla. Stat. § 475.6245(1)(s).

71. The misrepresentations, deceptions, concealment, and omissions of material facts alleged in the preceding paragraphs occurred in connection with the AMCs' trade and commerce in Florida.

72. Plaintiff's claim under FDUTPA is not related to any advertising or marketing activities conducted by the AMCs. Rather, Plaintiff's claim is solely related to the AMCs' misrepresentation of the actual costs of Plaintiff's appraisals, misrepresentations of the services the AMCs provided in connection with Plaintiff's appraisals, and failures to disclose the fees the AMCs paid to Plaintiff's appraisers as part of these transactions.

73. The AMCs' unfair and deceptive acts and practices violate FDUTPA, Sections 501.201 and 501.211.

74. Plaintiff and Class Members suffered injury in fact and lost money as a result of the AMCs' unlawful conduct by being required to pay misrepresented, inflated appraisal fees, without any opportunity to avoid such fees.

75. The AMCs' FDUTPA violations aggrieved Plaintiff, allowing him to seek injunctive relief on behalf of the Class under FDUTPA.

76. Plaintiff seeks an injunction prohibiting the AMCs from continuing to engage in violations of FDUTPA.

77. Plaintiff seeks actual damages pursuant to Section 501.211(2), on behalf of himself and the Class, equal to the amount retained by the AMCs above the actual cost of his and each Class Member's appraisal, as well as the costs of suit and attorneys' fees.

COUNT II

UNJUST ENRICHMENT

(Against the AMC Defendants)

78. Plaintiff incorporates and realleges, as though fully set for herein, each and every allegation set forth in paragraphs 1–64 of this Complaint.

79. This is a count for unjust enrichment under Florida law. To the extent necessary, Count II is pled in the alternative to Count I. Plaintiff brings Count II individually and on behalf of the Class against the AMCs.

80. Plaintiff and all Class Members conferred a direct benefit on the AMCs through the payment of funds intended to pay for appraisals of their property, but which were in turn largely retained by the AMCs.

81. The AMCs had full knowledge that their receipt of funds bore no connection to the value or cost of the services they provided to Plaintiff and Class Members, and they accepted and retained this benefit for their own use.

82. Under the circumstances, it would be inequitable to allow the AMCs to retain these benefits.

83. The AMCs' actions have caused financial injuries to Plaintiff and Class Members.

COUNT III

FRAUDULENT MISREPRESENTATION

(On behalf of Andrew Arnold individually against UWM)

84. Plaintiff incorporates and realleges, as though fully set for herein, each and every allegation set forth in paragraphs 1–64 of this Complaint.

85. This is claim for fraudulent misrepresentation under Florida law against UWM. Plaintiff brings Count III individually.

86. UWM made material, false representations to Plaintiff. UWM represented that the appraisal fees charged to Plaintiff were for appraisal services. In fact, a significant portion of the fees were retained by the AMCs for non-appraisal services.

87. UWM knew that its representations were false. UWM has contracts with the AMCs, and UWM thus knew that a significant portion of the appraisal fees it charged to Plaintiff would go toward non-appraisal services.

88. UWM did not disclose the true nature of the mandatory appraisal fees so that Plaintiff would be induced into paying them. By leaving Plaintiff in the dark as to the appraisal fees, UWM could forgo negotiations with the AMCs and other appraisal management companies to provide more competitive rates or alternative means of obtaining the appraisals.

89. Plaintiff had no knowledge that when he paid the required appraisal fees, most of the charges were sent to the AMCs for non-appraisal services.

90. The effect of these misrepresentations was to deceive Plaintiff as to the appraisals' actual value, which induced Plaintiff to pay inflated prices.

91. Plaintiff seeks actual damages equal to the amount retained by Defendants above the actual cost of his appraisals, as well as the costs of suit and attorneys' fees.

92. Plaintiff also seeks a permanent injunction to prohibit UWM from making misrepresentations about the nature of appraisal fees.

COUNT IV

NEGLIGENT MISREPRESENTATION

(On behalf of Andrew Arnold individually against UWM)

93. Plaintiff incorporates and realleges, as though fully set for herein, each and every allegation set forth in paragraphs 1–64 of this Complaint.

94. This is claim for negligent misrepresentation under Florida law against UWM. Plaintiff brings Count III individually.

95. UWM made material, false representations to Plaintiff regarding his required appraisal fees. UWM represented that the fees charged to Plaintiff were for appraisals. In fact, a significant portion of the fees were retained by the AMCs for non-appraisal services.

96. UWM should have known that its representations were false. UWM has contracts with the AMCs, and UWM thus knew that a significant portion of the appraisal fees it charged to Plaintiff would go toward non-appraisal services.

97. UWM did not disclose the true nature of the mandatory appraisal fees so that Plaintiff would be induced into paying them. By leaving Plaintiff in the dark as to the appraisal fees, UWM could forgo negotiations with the AMCs and other appraisal management companies to provide more competitive rates or alternative means of obtaining the appraisals.

98. Plaintiff had no knowledge that when he paid the required appraisal fees, most of the charges were sent to the AMCs for non-appraisal services.

99. The effect of these misrepresentations was to deceive Plaintiff as to the appraisals' actual value, which induced Plaintiff to pay inflated prices.

100. Plaintiff seeks actual damages equal to the amount retained by Defendants above the actual cost of his appraisals, as well as the costs of suit and attorneys' fees.

101. Plaintiff also seeks a permanent injunction to prohibit UWM from making misrepresentations about the nature of appraisal fees.

REQUEST FOR RELIEF

Plaintiff, on behalf of himself and the Class, respectfully requests the following relief:

a. Certification of the Class;

b. A judgment against Defendants;

c. Actual damages suffered by Plaintiff and the Class;

d. An injunction prohibiting UWM from continuing to make fraudulent and negligent misrepresentations about borrowers' appraisal fees;

e. An injunction prohibiting the AMCs from unfairly and deceptively misrepresenting the nature of their appraisal fees in violation of FDUTPA;

f. Disgorgement of Defendants' unjust gains;

g. The costs of suit, including reasonable attorneys' fees and pre-judgment and post-judgment interest as provided by law; and

h. Such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all claims so triable.

Dated: December 16, 2025

Respectfully submitted,

/s/ Alec H. Schultz

Alec H. Schultz
Fla Bar No. 35022
HILGERS PLLC
1221 Brickell Avenue, Suite 900
Miami, Florida 33131
Telephone: 239-378-7149
Email: aschultz@hilgerslaw.com

Counsel for Plaintiff and the putative class