



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

STATE OF DELAWARE,
ex rel. Kathleen Jennings, Attorney
General of the State of Delaware

Plaintiff,

ADOLPH J. POKORNY, BUCKLEY
ASSOCIATES, LLC, 808 ADAMS
SERIES, 810 ADAMS SERIES,
812 ADAMS SERIES, 814 ADAMS
SERIES, 816 ADAMS SERIES,
818 ADAMS SERIES, AND 820
ADAMS SERIES,

Defendants.

C.A. No. _____

CONSENT JUDGMENT

Plaintiff, the State of Delaware, appearing through Attorney General Kathleen Jennings (the “State”), has filed a Complaint for injunctive and other relief in this matter, alleging that defendants, Adolph Jay Pokorny (“Pokorny”), Buckley Associates, LLC (“Buckley”), 808 Adams Series, 810 Adams Series, 812 Adams Series, 814 Adams Series, 816 Adams Series, 818 Adams Series, 820 Adams Series (collectively, with Buckley and Pokorny, the “Defendants” and each a “Defendant”), violated a 2002 Stipulation and Consent Order to Cease and Desist (the “2002 Order”), the Delaware Consumer Fraud Act, 6 *Del. C.* § 2511, *et seq.* (the “Consumer Fraud Act” or “CFA”), and the Delaware Deceptive Trade Practices Act, 6 *Del. C.* § 2531, *et seq.* (the “Deceptive Trade Practices Act” or “DTPA”). The State, by its counsel, and Defendants have agreed to the entry of this Consent

Judgment (“Judgment”) by the Court without trial or adjudication of any issue of fact or law and without finding or admission of wrongdoing or liability of any kind.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

I. PARTIES

1.1 The State is the plaintiff in this action, bringing it through Kathleen Jennings, Attorney General of the State of Delaware. The Attorney General has standing to enforce the 2002 Order pursuant to 29 *Del. C.* § 2526(a). The Attorney General has standing to enforce the CFA and DTPA pursuant to 29 *Del. C.* § 2520(a)(4), 6 *Del. C.* § 2522(a), and 6 *Del. C.* § 2533(d).

1.2 Pokorny is a Pennsylvania resident who indirectly owns numerous buildings in Wilmington, Delaware. Buckley is a Delaware umbrella limited liability company, owning several series limited liability companies. Pokorny owns Buckley and is the sole member of Buckley, which in turn, owned each Property through a series LLC for which Pokorny is also the sole member.

II. FINDINGS

2.1 This Court has jurisdiction over the subject matter of this lawsuit and over all Parties and venue is proper before this Court.

2.2 The terms of this Judgment shall be governed by the laws of the State of Delaware.

2.3 Entry of this Judgment is in the public interest and reflects a negotiated agreement among the Parties.

2.4 The Parties have agreed to resolve the State's allegations and claims against Defendants resulting from the Covered Conduct by entering into this Judgment.

2.5 Defendants are willing to enter into this Judgment regarding the Covered Conduct in order to resolve the State's allegations and claims against Defendants related to the Covered Conduct under the 2002 Order, CFA, and DTPA and thereby avoid significant expense, inconvenience, and uncertainty associated with their adjudication.

2.6 Defendants are entering into this Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendants expressly deny.

2.7 This Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Defendants in any other action unrelated to the enforcement of this Judgment, or of Defendants' right to defend from, or make any arguments in, any private individual action, class claims or suits, or any other governmental or regulatory action or public forum relating to the subject matter or terms of this Judgment. This Judgment is made without trial or adjudication of any

issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, the State may file an action to enforce the terms of this Judgment.

2.8 It is the intent of the Parties that this Judgment not be admissible in other cases nor be binding on Defendants in any respect other than in connection with the enforcement of this Judgment by the Parties.

2.9 No part of this Judgment shall create a private cause of action or confer any right on any third party for enforcement of this Judgment. This Judgment and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose except for enforcement by the Parties.

III. DEFINITIONS

The following definitions shall be used in construing this Judgment:

3.1 “Claims” shall mean any and all civil claims, demands, suits, or causes of action brought pursuant to the 2002 Order, the CFA, or the DTPA.

3.2 “Covered Conduct” shall mean (i) Defendants’ ownership, management practices, marketing practices, and leasing and rental practices of and at the North Adams Street Properties through the Effective Date, along with (ii) any such conduct by Defendants with respect to the Pokorny Properties through the date this Judgment is filed with the Court, which conduct in the case of this subclause (ii) is known by the Consumer Protection Unit of the Delaware Department of Justice as of the date this Judgment is filed with the Court.

3.3 “Effective Date” shall mean the date on which a copy of the Judgment is approved and entered by this Court after its execution and submission by the Parties.

3.4 “Land Use” shall mean the City of Wilmington’s Department of Land Use and Planning.

3.5 “L&I” shall mean the City of Wilmington’s Department of License and Inspection.

3.6 “Management Company” shall mean a third-party real estate management company that is unaffiliated with Defendants, their family, their agents, officers, or employees and is licensed under 24 *Del. C.* § 2901.

3.7 “North Adams Street Properties” shall mean the three buildings comprising 808-820 North Adams Street in Wilmington, Delaware.

3.8 “Parties” shall mean the Defendants and the State.

3.9 “Pokorny Properties” shall mean collectively the properties located at 1601 N. Broom St., 14305 Rodney St., 1407 N. Rodney St., 1422 N. Van Buren St., and 2010 Woodlawn Ave.

IV. COMPLIANCE AND INJUNCTIVE PROVISIONS

4.1 Defendants, together with any of their respective officers, agents, servants, employees, and any other person or entity in active concert or participation with any of them, whether acting directly or indirectly through any corporation,

company, partnership, trust, entity, subsidiary, affiliate, division, or other device, hereby agree, represent, and warrant the following:

(a). Ownership – Defendants shall not own, control, manage or are otherwise be affiliated with any residential rental properties in the State of Delaware other than the Pokorny Properties. This provision shall not prevent Pokorny from purchasing, owning, and occupying a primary residence in the State of Delaware.

(b). Unit Access – Defendants shall permit any agency or division of the City of Wilmington access to the rental units in the Pokorny Properties, whether currently let, rented, or otherwise occupied, within 72 hours of a request for access for a period of five years from the Effective Date.

(c). Roof and Basement Inspections – Defendants shall permit L&I and Land Use to enter any of the Pokorny Properties once every six months to inspect basements or roofs for a period of five years from the Effective Date.

(d). Pre-Rental Inspections – Defendants shall notify L&I and Land Use of Defendants’ intent to market for rent any unit of the Pokorny Properties, make that unit available to those agencies for a pre-rental inspection at any time decided upon by those agencies during normal business hours for the ten-business-day period following delivery of that notice, and

notify and permit those agencies to perform another inspection of a unit if either 90 calendar days have passed or a unit has been rented out since its last inspection for a period of five years from the Effective Date.

(e). L&I and Land Use Reimbursement – Defendants shall reimburse L&I and Land Use for any pre-rental or basement and roof inspection as set forth in Paragraphs 4.1(c) and 4.1(d), respectively, up to \$200 per inspection.

(f). Prohibition Against Engaging in Real Estate Business – Defendants shall not purchase for sale, rent, or lease any property in the State of Delaware nor shall Defendants engage in the business of selling, renting, leasing, or managing real estate or subdivisions thereof in the State of Delaware other than with respect to the Pokorny Properties and with respect to those properties only as is consistent with this Judgment.

(g). Sale of the Properties – Defendants shall list the Pokorny Properties for sale within 90 calendar days from the Effective Date and use their best efforts to finalize the sale of the Pokorny Properties as soon as possible but in no case later than 30 months from the Effective Date.

(h). Assignment of Leases – Defendants shall condition the sale of the Pokorny Properties as set forth in Paragraph 4.1(g) on existing leases at those properties being assigned to and assumed by the purchaser.

(i). Notice – Defendants shall provide tenants with 60 calendar days

advance notice of the sale of the Pokorny Properties in which they are the tenant.

(j). Failure to Sell the Pokorny Properties within One Year – In the event the Pokorny Properties have not been sold within one year of the Effective Date, Defendants shall hire a Management Company to manage any of the unsold Pokorny Properties.

(k). Approval of Management Company – Defendants shall obtain approval from the Director of Consumer Protection in the Delaware Department of Justice (“CPU Director”) for any Management Company hired pursuant to Paragraphs 4.1(j) or 4.1(n), including instances in which Mr. Pokorny hires a new Management Company to replace another. The CPU Director shall not unreasonably withhold such approval. The following timeframes will govern that approval process, unless otherwise agreed to by the Parties in writing: (a) at least fifteen business days prior to the Management Company’s hiring, Mr. Pokorny shall provide notice to the CPU Director in writing of his intention to hire that company and contact information for that company; (b) within 10 business days of receipt of that notice, the CPU Director (or their designee) will inform Mr. Pokorny in writing whether they approve of the hiring of the identified company.

(l). Management Company Responsibilities – Defendants shall

require any Management Company hired as set forth in Paragraphs 4.1(j) or 4.1(n) to be responsible for all of the following:

- (i). overseeing daily business operations;
- (ii). handling of record keeping and compliance;
- (iii). collecting rents and security deposits;
- (iv). receiving and responding to tenant complaints and repair requests;
- (v). receiving, responding to, and resolving tenant disputes;
- (vi). performing or contracting for third-party repair of units and buildings;
- (vii). enforcing lease agreements, including evictions;
- (viii). terminating lease agreements;
- (ix). maintaining the common areas;
- (x). communicating with tenants about the Pokorny Properties;
- (xi). ensuring the Pokorny Properties and units comply with applicable rules, regulations, or statutes;
- (xii). advertising, marketing, or otherwise selling leases at the Pokorny Properties; and
- (xiii). advising the State of any complaints received from tenants related to the units related to repairs, common areas, conditions,

or Mr. Pokorny.

(m). Limits on Defendants Upon Hiring Management Company – Defendants shall, upon the hiring of a Management Company as set forth in Paragraphs 4.1(j) and 4.1(n), cease to perform any of the following with respect to the Pokorny Properties:

(i). enter the Pokorny Properties without first advising the Management Company of the reason, date, time, and expected duration of the visit; or

(ii). communicate with a tenant currently renting a unit in the Pokorny Properties without first advising the Management Company of the reason for that communication.

(n). Failure to Sell the Pokorny Properties Within Thirty Months – Defendants shall, in the event they have not sold the Pokorny Properties within the time period set forth in Paragraph 4.1(g), at the State’s election, either (a) pay the State the full Judgment Amount set forth in Paragraph 5.2 or (b) agree to maintain the Management Company pursuant to the terms governing such company as set forth in Paragraphs 4.1(k), 4.1(l), and 4.1(m) for a period of ten years from the Effective Date.

(o). Lien – Defendants shall provide the State security for the payment obligations set forth in this Judgment, which shall be in the form of

a lien on each of the Pokorny Properties (each a “Notice of Lien”) in substantially the same form as set forth in Exhibits A - E hereto. Each Notice of Lien shall be acknowledged by the State and Defendants, and the State shall file each Notice of Lien with the New Castle County Recorder of Deeds. The State also agrees to execute a standard and customary release of a Notice of Lien as it relates to a sale of one of the Pokorny Properties (each a “Sold Property”) upon the sale of that Sold Property. The State also agrees to provide acknowledgment to any settlement attorney or title insurance underwriter of their cooperation to execute the release of a Notice of Lien upon the sale of a Sold Property. The State further agrees to execute a release as to that Sold Property in a reasonably acceptable form when requested by such settlement attorney or title insurance underwriter in connection with a sale of a Sold Property. The State’s foregoing obligations in this Paragraph 4.1(o) are conditioned on Pokorny being in compliance with the terms of this Judgment.

(p). No Other Liens – Defendants confirm there are no other liens against the Pokorny Properties aside from those set forth in Exhibit F hereto.

V. MONETARY JUDGMENT AND RELATED PROVISIONS

5.1 Except as otherwise provided for herein, each of the Parties will be responsible for its own costs, expenses, and attorneys’ fees.

5.2 A judgment in the amount of \$750,000.00 is entered in favor of the State and against Defendants, jointly and severally, as monetary relief (the “Judgment Amount”).

5.3 Defendants shall pay the State a total amount of \$150,000.00 of the Judgment Amount in two installments due as follows: (i) \$125,000 within 60 days of the Effective Date; and (ii) \$25,000 upon the sale of the first of the Pokorny Properties as set forth in Paragraph 4.1(g) (the “Settlement Amount”). All payments made by Defendants pursuant to this Judgment shall be by check payable to the Consumer Protection Unit (“CPU”) and delivered to:

Consumer Protection Unit
Delaware Department of Justice
Re: Pokorny N. Adams St. Settlement
820 N. French St., 5th Floor
Wilmington, DE 19801

Alternatively, Defendants may contact Zuri Ramsey at zuri.ramsey@delaware.gov to obtain wire instructions provided that payment is received by the dates specified herein.

5.4 The remaining \$600,000 of the Judgement Amount shall be suspended and payable to the State in the event Defendants fail to honor the terms of this Judgment or as otherwise set forth herein (the “Suspended Judgment”). The Suspended Judgment will become due and immediately payable if the State provides

Defendants notice of any breach of any provision of this Judgment and Defendants fail to cure that breach within 10 business days, including all of the following:

(a). Defendants' failure to provide access to the City of Wilmington, L&I, and Land Use as required by Paragraphs 4.1(b)-(d);

(b). Defendants' failure to list the Pokorny Properties for sale within 90 days as required by Paragraph 4.1(g);

(c). Defendants' failure to obtain a Management Company as required by Paragraph 4.1(j);

(d). Defendants' failure to obtain approval from the CPU Director (or their designee) for any Management Company as required by Paragraph 4.1(k);

(e). Defendants' failure to abide by the restrictions set forth in Paragraphs 4.1(a), (f), and (m); and

(f). Defendants' failure to make timely and complete payments as required by Paragraph 5.3.

5.5 Of the amounts paid by Pokorny under this Judgment, up to \$125,000 shall be paid by or at the direction of the Department of Justice to former residents of the North Adams Street Properties, with any remainder remitting to the Consumer Protection Fund.

5.6 The State may, at its sole discretion, waive or defer its right to collect on the Suspended Payment as set forth in Paragraph 5.4 if and when it becomes due. Any waiver or deferral under this paragraph shall not relieve Defendants of their obligations under Paragraph 5.4 in the event a future breach of any provision of this Judgment, subject to Paragraph 4.1(n).

5.7 Each of the Parties acknowledges, agrees, and understands that, for purposes of Section 162(f) of the Internal Revenue Code, the Settlement Amount may be used at the sole discretion of the State for any lawful purpose, including restitution or reimbursement to tenants of the North Adams Street Properties, and subject to any applicable laws of the State of Delaware.

5.8 As part of the consideration for this Judgment, Defendants agree, warrant, and represent the following:

(a). All funds used to pay the Settlement Amount will, at the time of the transfer directed to the State pursuant to Paragraph 5.3, be the exclusive property of Defendants free from any lien, claim, or right by anyone else in or to any portion thereof; and

(b). Defendants will not file, pursue, or support, whether directly or indirectly, any action, proceeding, or claim that seeks to delay, recover, avoid, or offset any payment of the Settlement Amount, for any reason, or based on any claim or theory.

VI. RELEASE

6.1 Released Claims. Entry of this Judgment resolves all Claims in this action between the State and Defendants based on the Covered Conduct. Nothing in this Paragraph precludes or otherwise affects any rights of the State to enforce this Judgment, including to determine and ensure compliance and to obtain relief for any violation of this Judgment, including penalties to the extent available under law.

6.2 Claims Not Covered. Notwithstanding any term of this Judgment, specifically reserved and excluded from the release in Paragraph 6.1 as to any entity or person, including Defendants, are any and all of the following:

(a). Any criminal liability that any person or entity, including Defendants, have or may have to the State of Delaware;

(b). Any civil or administrative liability that any person or entity, including Defendants, have or may have to the State of Delaware not expressly covered by the release in Paragraph 6.1, including, but not limited to, any and all of the following claims:

- (i). State false claims violations;
- (ii). State or federal tax violations;
- (iii). State or federal environmental violations;
- (iv). State or federal securities violations; and
- (v). Claims to enforce the terms and conditions of this

Judgment.

(c). Any claims individual consumers have or may have, including, but not limited to, claims for personal injury and/or claims under consumer protection laws.

(d). Any claims of any kind against any persons or entities other than Defendants.

6.3 Nothing contained in this Judgment shall be taken or construed as relieving Defendants of any obligations they may have under any other judgment, order, assurance of voluntary compliance, or agreement relating to any product or conduct.

6.4 Defendants waive all rights to appeal or otherwise challenge or contest the validity of this Judgment.

VII. ADDITIONAL PROVISIONS

7.1 Nothing in this Judgment shall be construed to authorize or require any action by Defendants in violation of applicable federal, state, or other laws.

7.2 The Judgment may be modified only by a written stipulation of the Parties once the stipulation is approved by and becomes a judgment of the Court or by court proceedings resulting in a modified judgment of the Court.

7.3 Defendants shall not cause or encourage any third party, nor knowingly permit any third party acting on the behalf of Defendants, to engage in any practice

from which Defendants are prohibited by this Judgment.

7.4 Upon giving Defendants 10 business days notice, the State shall be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody, or control of Defendants that relate to Defendants' compliance or failure to comply with each provision of this Judgment.

7.5 The acceptance of this Judgment by the State shall not be deemed approval by the State of Delaware of the past, present, or future advertising or business practices of Defendants. Further, neither Defendants nor anyone acting on its behalf shall state or imply, or cause to be stated or implied, that Delaware or any other governmental unit of Delaware has approved, sanctioned or authorized any past, present, or future practice, act, advertisement, or conduct of Defendants.

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

7.7 If within 90 days of the Effective Date of this Judgment or of any payment made or due under this Judgment, any Defendant or other party commences

any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking to have any order for relief of a Defendant's debts, or seeking to adjudicate a Defendant as bankrupt or insolvent or appointment by a receiver, trustee, custodian, or similar official for a Defendant, or for all or any substantial part of a Defendant's assets, each Defendant agrees to the following:

(a). Each of the Defendants' obligations under this Judgment may not be avoided pursuant to 11 U.S.C. § 547 and Defendants shall not argue or otherwise take the position in any such case, proceeding, or action that:

(i). any Defendant's obligations under this Judgment may be avoided under 11 U.S.C. § 547;

(ii). any Defendant was insolvent on the Effective Date or became insolvent as a result of any payment made to the State hereunder; or

(iii). the mutual promises, covenants, and obligations set forth in this Judgment do not constitute a contemporaneous exchange for new value given to any Defendant.

(b). If a Defendant's obligations under this Judgment are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the State, at its sole option,

may rescind this Judgment and bring any civil or administrative claim, action, or proceeding against Defendants for the full value of its claims.

7.8 This Judgment represents the full and complete terms of the settlement entered into by the Parties. In any action undertaken by either of the Parties, no prior version of this Judgment and no prior versions of any of its terms that were not entered by the Court in this Judgment, may be introduced for any purpose whatsoever.

7.9 This Judgment and each of its constituent provisions were jointly drafted by counsel for the Parties and any ambiguities herein shall not be construed against either of the Parties.

7.10 This Court retains jurisdiction of this Judgment and the Parties for the purpose of construction, enforcement, and modification of this Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.

7.11 This Judgment 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.

7.12 Any notice provided by either of the Parties under this Judgment to the other shall be in writing and provided to the other party via email using the following information specified below, or such other information as may be specified by either:

Defendants:

David Matlusky
The Matlusky Firm, LLC
1424 N. Harrison St. 1st Fl.
Wilmington, DE 19806
302-658-4474
thematluskyfirm@thematluskyfirm.com

State of Delaware

Attn.: Jordan A. Braunsberg, Esq.
Delaware Department of Justice
Fraud & Consumer Protection Division
Consumer Protection Unit
820 N. French Street, 5th Fl.
Wilmington, DE 19801
Jordan.Braunsberg@Delaware.gov

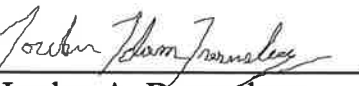
7.13 Each of the Parties represents and warrants that those signing this Judgment on their behalf have the full legal capacity, right, power, and authority to execute and enter into this Judgment on their behalf and to bind them to its terms and provisions.

7.14 Each of the Parties represents and warrants that each of those signing this Judgment on their behalf require no additional authorization, signature, or other approval to enter into this Judgment on their behalf and to bind them to its terms and provisions.

7.15 Defendants represent and warrant that they have and will exercise the sole legal capacity, right, power, and authority to cause non-party limited liability companies 1405 Rodney Series, 1407 Rodney Series, and 1601 Broom Series (the “Non-Party LLCs”) to perform and comply with the Compliance and Injunctive


Provisions in Section IV of this Judgment. Defendants also represent and warrant that they require no additional authorization, signature, or other approval to cause the Non-Party LLCs to perform and comply with the Compliance and Injunctive Provisions in Section IV of this Judgment. Defendants further represent and warrant that they are the sole owners of the Non-Party LLCs and no other company, person, or other entity owns any interest, portion, or share in or of the Non-Party LLCs.

THE STATE OF DELAWARE, ex rel. Kathleen Jennings, Attorney General

By: 
Jordan A. Braunsberg
Deputy Attorney General
Delaware Department of Justice
820 N. French Street 5th Floor
Wilmington, DE 19801

Date: 11/25/24

DEFENDANTS:

By:  ADOLPH JAY POKORNY

Date: 11/24/24

APPROVAL BY COURT

SO ORDERED this _____ day of _____, 2024.

(Vice) Chancellor

Exhibit A

TAX PARCEL Nos. 26-006.30-036

PREPARED BY:

The Matlusky Firm LLC
1423 N. Harrison Street
1st Floor
Wilmington, DE 19806

RETURN TO:

Delaware Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.

NOTICE OF LIEN

1. **THIS NOTICE OF LIEN** is made this _____ day of November, 2024 by the **State of Delaware** (“Party of the First Part”), with the acknowledgement and agreement of Adolph J. Pokorny, aka A Jay Pokorny, and Buckley Associates, LLC, (“Party of the Second Part”) in connection with settlement of an action brought by the State of Delaware, and pursuant to the Consent Judgment dated _____ between Party of the First Part and one or more of the person or entities identified above as or affiliated with the Party of the Second Part, which is attached as “Exhibit A,” regarding the real property referenced in the attached “Exhibit B” (the “Property”), for the purpose of securing those sums to be paid by one or more of the person or entities identified above as or affiliated with the Party of the Second Part in connection with said settlement.

2. The Party of the First Part seeks to put the public on notice of a lien to be placed upon a property owned by one or more of the person or entities identified above as the Party of the Second Part to secure payment as pursuant to the Consent Judgment.

3. The real property subject to this lien consist of a parcel located in New Castle County, Delaware, as identified upon the attached Exhibit B.

4. Notice is being given by these present that a lien is hereby placed against the above-identified property in the amount of \$750,000, the individual property shall be released pursuant to the Consent Judgment.

5. This document shall be recorded and indexed at the Office of the Recorder of Deeds, in and for New Castle County, Delaware, with the indexing of this **Notice of Lien** to be the names of the parties as follows:

Party of the First Part: **State of Delaware**
Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.
Phone: (302) 683-8815
Email: Jordan.Braunsberg@delaware.gov

Party of the Second Part: **Adolph J. Pokorny**
aka A Jay Pokorny
Buckley Associates, LLC
2010 Woodlawn Avenue
Wilmington, DE 19806
Phone: (610) 357-3170
Email: ajay.pokorny@gmail.com

6. Persons having notice of the recording of this document and being interested in the lien status of the above-identified property are advised to direct any inquiries to the above-listed address of the Party of the First Part.

7. Upon payment, pursuant to the Consent Judgment, a release from this lien shall be filed in the Office of the Recorder of Deeds, aforesaid, for indexing and recording.

This **Notice of Lien** is given under oath by Jordan A. Braunsberg, Esq., Deputy Attorney General for the Party of the First Part.

Respectfully Submitted,

By: _____
Jordan A. Braunsberg, (Bar ID No. 5593)
Deputy Attorney General
820 N. French Street, 5th Floor
Wilmington, DE 19801
Phone: (302) 683-8815

Dated this ____ day of November, 2024.

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

ACKNOWLEDGED BY:

Adolph J. Pokorny, aka A. Jay Pokorny

Buckley Associates, LLC

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

Exhibit B

TAX PARCEL Nos. 26-020.20-162

PREPARED BY:

The Matlusky Firm LLC
1423 N. Harrison Street
1st Floor
Wilmington, DE 19806

RETURN TO:

Delaware Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.

NOTICE OF LIEN

1. **THIS NOTICE OF LIEN** is made this _____ day of November, 2024 by the **State of Delaware** (“Party of the First Part”), with the acknowledgement and agreement of Adolph J. Pokorny, aka A Jay Pokorny, Buckley Associates, LLC, and 1601 Broom Series (“Party of the Second Part”) in connection with settlement of an action brought by the State of Delaware, and pursuant to the Consent Judgment dated _____ between Party of the First Part and one or more of the person or entities identified above as or affiliated with the Party of the Second Part, which is attached as “Exhibit A,” regarding the real property referenced in the attached “Exhibit B” (the “Property”), for the purpose of securing those sums to be paid by one or more of the person or entities identified above as or affiliated with the Party of the Second Part in connection with said settlement.

2. The Party of the First Part seeks to put the public on notice of a lien to be placed upon a property owned by one or more of the person or entities identified above as the Party of the Second Part to secure payment as pursuant to the Consent Judgment.

3. The real property subject to this lien consist of a parcel located in New Castle County, Delaware, as identified upon the attached Exhibit B.

4. Notice is being given by these present that a lien is hereby placed against the above-identified property in the amount of \$750,000.00, the individual property shall be released pursuant to the Consent Judgment.

5. This document shall be recorded and indexed at the Office of the Recorder of Deeds, in and for New Castle County, Delaware, with the indexing of this **Notice of Lien** to be the names of the parties as follows:

Party of the First Part:

**State of Delaware
Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.
Phone: (302) 683-8815
Email: Jordan.Braunsberg@delaware.gov**

Party of the Second Part:

**Adolph J. Pokorny
aka A Jay Pokorny
Buckley Associates, LLC
1601 Broom Series
2010 Woodlawn Avenue
Wilmington, DE 19806
Phone: (610) 357-3170
Email: ajay.pokorny@gmail.com**

6. Persons having notice of the recording of this document and being interested in the lien status of the above-identified property are advised to direct any inquiries to the above-listed address of the Party of the First Part.

7. Upon payment, pursuant to the Consent Judgment a release from this lien shall be filed in the Office of the Recorder of Deeds, aforesaid, for indexing and recording.

This **Notice of Lien** is given under oath by Jordan A. Braunsberg, Esq., Deputy Attorney General for the Party of the First Part.

Respectfully Submitted,

By: _____
Jordan A. Braunsberg, (Bar ID No. 5593)
Deputy Attorney General
820 N. French Street, 5th Floor
Wilmington, DE 19801
Phone: (302) 683-8815

Dated this ____ day of November, 2024.

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

ACKNOWLEDGED BY:

Adolph J. Pokorny, aka A. Jay Pokorny

Buckley Associates, LLC

1601 Broom Series

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

Exhibit C

TAX PARCEL Nos. 26-020.20-115

PREPARED BY:

The Matlusky Firm LLC
1423 N. Harrison Street
1st Floor
Wilmington, DE 19806

RETURN TO:

Delaware Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.

NOTICE OF LIEN

1. **THIS NOTICE OF LIEN** is made this _____ day of November, 2024 by the **State of Delaware** (“Party of the First Part”), with the acknowledgement and agreement of Adolph J. Pokorny, aka A Jay Pokorny, Buckley Associates, LLC, and 1405 Rodney Series (“Party of the Second Part”) in connection with settlement of an action brought by the State of Delaware, and pursuant to the Consent Judgment dated _____ between Party of the First Part and one or more of the person or entities identified above as or affiliated with the Party of the Second Part, which is attached as “Exhibit A,” regarding the real property referenced in the attached “Exhibit B” (the “Property”), for the purpose of securing those sums to be paid by one or more of the person or entities identified above as or affiliated with the Party of the Second Part in connection with said settlement.

2. The Party of the First Part seeks to put the public on notice of a lien to be placed upon a property owned by one or more of the person or entities identified above as the Party of the Second Part to secure payment as pursuant to the Consent Judgment.

3. The real property subject to this lien consist of a parcel located in New Castle County, Delaware, as identified upon the attached Exhibit B.

4. Notice is being given by these present that a lien is hereby placed against the above-identified property in the amount of \$750,000, the individual property shall be released pursuant to the Consent Judgment.

5. This document shall be recorded and indexed at the Office of the Recorder of Deeds, in and for New Castle County, Delaware, with the indexing of this **Notice of Lien** to be the names of the parties as follows:

Party of the First Part:

**State of Delaware
Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.
Phone: (302) 683-8815
Email: Jordan.Braunsberg@delaware.gov**

Party of the Second Part:

**Adolph J. Pokorny
aka A Jay Pokorny
Buckley Associates, LLC
1405 Rodney Series
2010 Woodlawn Avenue
Wilmington, DE 19806
Phone: (610) 357-3170
Email: ajay.pokorny@gmail.com**

6. Persons having notice of the recording of this document and being interested in the lien status of the above-identified property are advised to direct any inquiries to the above-listed address of the Party of the First Part.

7. Upon payment, pursuant to the Consent Judgment, a release from this lien shall be filed in the Office of the Recorder of Deeds, aforesaid, for indexing and recording.

This **Notice of Lien** is given under oath by Jordan A. Braunsberg, Esq., Deputy Attorney General for the Party of the First Part.

Respectfully Submitted,

By: _____
Jordan A. Braunsberg, (Bar ID No. 5593)
Deputy Attorney General
820 N. French Street, 5th Floor
Wilmington, DE 19801
Phone: (302) 683-8815

Dated this ____ day of November, 2024.

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

ACKNOWLEDGED BY:

Adolph J. Pokorny, aka A. Jay Pokorny

Buckley Associates, LLC

1405 Rodney Series

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

Exhibit D

TAX PARCEL Nos. 26-021.30-086

PREPARED BY:

The Matlusky Firm LLC
1423 N. Harrison Street
1st Floor
Wilmington, DE 19806

RETURN TO:

Delaware Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.

NOTICE OF LIEN

1. **THIS NOTICE OF LIEN** is made this _____ day of November, 2024 by the **State of Delaware** (“Party of the First Part”), with the acknowledgement and agreement of Adolph J. Pokorny, aka A Jay Pokorny, and Buckley Associates, LLC, (“Party of the Second Part”) in connection with settlement of an action brought by the State of Delaware, and pursuant to the Consent Judgment dated _____ between Party of the First Part and one or more of the person or entities identified above as or affiliated with the Party of the Second Part, which is attached as “Exhibit A,” regarding the real property referenced in the attached “Exhibit B” (the “Property”), for the purpose of securing those sums to be paid by one or more of the person or entities identified above as or affiliated with the Party of the Second Part in connection with said settlement.

2. The Party of the First Part seeks to put the public on notice of a lien to be placed upon a property owned by one or more of the person or entities identified above as the Party of the Second Part to secure payment as pursuant to the Consent Judgment.

3. The real property subject to this lien consist of a parcel located in New Castle County, Delaware, as identified upon the attached Exhibit B.

4. Notice is being given by these present that a lien is hereby placed against the above-identified property in the amount of \$750,000, the individual property shall be released pursuant to the Consent Judgment.

5. This document shall be recorded and indexed at the Office of the Recorder of Deeds, in and for New Castle County, Delaware, with the indexing of this **Notice of Lien** to be the names of the parties as follows:

Party of the First Part:

**State of Delaware
Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.
Phone: (302) 683-8815
Email: Jordan.Braunsberg@delaware.gov**

Party of the Second Part:

**Adolph J. Pokorny
aka A Jay Pokorny
Buckley Associates, LLC
2010 Woodlawn Avenue
Wilmington, DE 19806
Phone: (610) 357-3170
Email: ajay.pokorny@gmail.com**

6. Persons having notice of the recording of this document and being interested in the lien status of the above-identified property are advised to direct any inquiries to the above-listed address of the Party of the First Part.

7. Upon payment, pursuant to the Consent Judgment, a release from this lien shall be filed in the Office of the Recorder of Deeds, aforesaid, for indexing and recording.

This **Notice of Lien** is given under oath by Jordan A. Braunsberg, Esq., Deputy Attorney General for the Party of the First Part.

Respectfully Submitted,

By: _____
Jordan A. Braunsberg, (Bar ID No. 5593)
Deputy Attorney General
820 N. French Street, 5th Floor
Wilmington, DE 19801
Phone: (302) 683-8815

Dated this ____ day of November, 2024.

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

ACKNOWLEDGED BY:

Adolph J. Pokorny, aka A. Jay Pokorny

Buckley Associates, LLC

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

Exhibit E

TAX PARCEL Nos. 26-020.20-095

PREPARED BY:

The Matlusky Firm LLC
1423 N. Harrison Street
1st Floor
Wilmington, DE 19806

RETURN TO:

Delaware Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.

NOTICE OF LIEN

1. **THIS NOTICE OF LIEN** is made this _____ day of November, 2024 by the **State of Delaware** (“Party of the First Part”), with the acknowledgement and agreement of Adolph J. Pokorny, aka A Jay Pokorny, Buckley Associates, LLC, and 1407 Rodney Series (“Party of the Second Part”) in connection with settlement of an action brought by the State of Delaware, and pursuant to the Consent Judgment dated _____ between Party of the First Part and one or more of the person or entities identified above as or affiliated with the Party of the Second Part, which is attached as “Exhibit A,” regarding the real property referenced in the attached “Exhibit B” (the “Property”), for the purpose of securing those sums to be paid by one or more of the person or entities identified above as or affiliated with the Party of the Second Part in connection with said settlement.

2. The Party of the First Part seeks to put the public on notice of a lien to be placed upon a property owned by one or more of the person or entities identified above as the Party of the Second Part to secure payment as pursuant to the Consent Judgment.

3. The real property subject to this lien consist of a parcel located in New Castle County, Delaware, as identified upon the attached Exhibit B.

4. Notice is being given by these present that a lien is hereby placed against the above-identified property in the amount of \$750,000, the individual property shall be released pursuant to the Consent Judgment.

5. This document shall be recorded and indexed at the Office of the Recorder of Deeds, in and for New Castle County, Delaware, with the indexing of this **Notice of Lien** to be the names of the parties as follows:

Party of the First Part:

**State of Delaware
Department of Justice
Consumer Protection Unit
820 North French Street
5th Floor
Wilmington, DE 19801
Attn.: Jordan Braunsberg, Esq.
Phone: (302) 683-8815
Email: Jordan.Braunsberg@delaware.gov**

Party of the Second Part:

**Adolph J. Pokorny
aka A Jay Pokorny
Buckley Associates, LLC
1407 Rodney Series
2010 Woodlawn Avenue
Wilmington, DE 19806
Phone: (610) 357-3170
Email: ajay.pokorny@gmail.com**

6. Persons having notice of the recording of this document and being interested in the lien status of the above-identified property are advised to direct any inquiries to the above-listed address of the Party of the First Part.

7. Upon payment, pursuant to the Consent Judgment, a release from this lien shall be filed in the Office of the Recorder of Deeds, aforesaid, for indexing and recording.

This **Notice of Lien** is given under oath by Jordan A. Braunsberg, Esq., Deputy Attorney General for the Party of the First Part.

Respectfully Submitted,

By: _____
Jordan A. Braunsberg, (Bar ID No. 5593)
Deputy Attorney General
820 N. French Street, 5th Floor
Wilmington, DE 19801
Phone: (302) 683-8815

Dated this ____ day of November, 2024.

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

ACKNOWLEDGED BY:

Adolph J. Pokorny, aka A. Jay Pokorny

Buckley Associates, LLC

1407 Rodney Series

Sworn to and Subscribed Before me this _____ day of _____, 2024.

Notary Public

Exhibit F

Pokorny Properties

1. 1601 N Broom Street, Wilmington, DE 19806

Original Mortgage Amount \$2,700,000.00

Balance \$1,280,120.83

(blanket Mortgage also on 1405-1407 Rodney)

Owned by: 1601 Broom Series, a Series of Buckley Associates

Filed Documents:

Mortgage from Buckley Associates, LLC, a series limited liability company, and each of the following series of Buckley Associates, LLC, covering Multiple series: 1601 BROOM SERIES; 1407 RODNEY SERIES; 1405 RODNEY SERIES ET AL to The Bryn Mawr Trust Company, DATED 05/01/2020, RECORDED 05/06/2020, in Instrument No. 20200506-0035476, in the amount of \$2,700,000.00.

Assignment of Leases and Rents from Buckley Associates, LLC, a series limited liability company, and each of the following series of Buckley Associates, LLC, covering Multiple series: 1601 BROOM SERIES; 1407 RODNEY SERIES; 1405 RODNEY SERIES ET AL to The Bryn Mawr Trust Company, DATED 05/01/2020, RECORDED 05/06/2020, in Instrument No. 20200506-0035477.

Assignment of Agreements Affecting Real Estate from Buckley Associates, LLC, a series limited liability company, and each of the following series of Buckley Associates, LLC, covering Multiple series: 1601 BROOM SERIES; 1407 RODNEY SERIES; 1405 RODNEY SERIES ET AL to The Bryn Mawr Trust Company, DATED 05/01/2020, RECORDED 05/06/2020, in Instrument No. 20200506-0035478.

Financing Statement No. 2020-1527, recorded 05/06/2020, from Buckley Associates, LLC to The Bryn Mawr Trust Company, in the amount of \$UNSPECIFIED, in Instrument No. 20200506-0035479.

2. 1405 Rodney Street, Wilmington DE 19806
Original Mortgage Amount \$2,700,000.00
Balance \$1,280,120.83
(blanket Mortgage also on 1407 Rodney and N 1601 Broom)
Owned by: 1405 Series, a Series of Buckley Associates

Filed Documents:

Mortgage from Buckley Associates, LLC, a series limited liability company, and each of the following series of Buckley Associates, LLC, covering Multiple series: 1601 BROOM SERIES; 1407 RODNEY SERIES; 1405 RODNEY SERIES ET AL to The Bryn Mawr Trust Company, DATED 05/01/2020, RECORDED 05/06/2020, in Instrument No. 20200506-0035476, in the amount of \$2,700,000.00.

Assignment of Leases and Rents from Buckley Associates, LLC, a series limited liability company, and each of the following series of Buckley Associates, LLC, covering Multiple series: 1601 BROOM SERIES; 1407 RODNEY SERIES; 1405 RODNEY SERIES ET AL to The Bryn Mawr Trust Company, DATED 05/01/2020, RECORDED 05/06/2020, in Instrument No. 20200506-0035477.

Assignment of Agreements Affecting Real Estate from Buckley Associates, LLC, a series limited liability company, and each of the following series of Buckley Associates, LLC, covering Multiple series: 1601 BROOM SERIES; 1407 RODNEY SERIES; 1405 RODNEY SERIES ET AL to The Bryn Mawr Trust Company, DATED 05/01/2020, RECORDED 05/06/2020, in Instrument No. 20200506-0035478.

Financing Statement No. 2020-1527, recorded 05/06/2020, from Buckley Associates, LLC to The Bryn Mawr Trust Company, in the amount of \$UNSPECIFIED, in Instrument No. 20200506-0035479.

3. 1407 Rodney Street, Wilmington DE 19806

Original Mortgage Amount \$2,700,000.00

Balance \$1,280,120.83

(blanket Mortgage also on 1405 Rodney and N 1601 Broom)

Owned by: 1407 Rodney Series, a Series of Buckley Associates

Filed Documents:

Mortgage from Buckley Associates, LLC, a series limited liability company, and each of the following series of Buckley Associates, LLC, covering Multiple series: 1601 BROOM SERIES; 1407 RODNEY SERIES; 1405 RODNEY SERIES ET AL to The Bryn Mawr Trust Company, DATED 05/01/2020, RECORDED 05/06/2020, in Instrument No. 20200506-0035476, in the amount of \$2,700,000.00.

Assignment of Leases and Rents from Buckley Associates, LLC, a series limited liability company, and each of the following series of Buckley Associates, LLC, covering Multiple series: 1601 BROOM SERIES; 1407 RODNEY SERIES; 1405 RODNEY SERIES ET AL to The Bryn Mawr Trust Company, DATED 05/01/2020, RECORDED 05/06/2020, in Instrument No. 20200506-0035477.

Assignment of Agreements Affecting Real Estate from Buckley Associates, LLC, a series limited liability company, and each of the following series of Buckley Associates, LLC, covering Multiple series: 1601 BROOM SERIES; 1407 RODNEY SERIES; 1405 RODNEY SERIES ET AL to The Bryn Mawr Trust Company, DATED 05/01/2020, RECORDED 05/06/2020, in Instrument No. 20200506-0035478.

Financing Statement No. 2020-1527, recorded 05/06/2020, from Buckley Associates, LLC to The Bryn Mawr Trust Company, in the amount of \$UNSPECIFIED, in Instrument No. 20200506-0035479.

4. 2010 Woodlawn Avenue, Wilmington, DE 19806

Original Mortgage Amount \$270,000.00

Balance \$188,051.57

Owned by: A. Jay Pokorny

Filed Documents:

Mortgage from A. Jay Pokorny to MERS, Inc., solely as nominee for TD Bank, N.A., DATED 02/19/2010, RECORDED 02/23/2010, in Instrument No. 20100223-0008855, in the amount of \$270,000.00.

5. 1422 N Van Buren Street, Wilmington, DE 19809

Balance \$292,500.00 +/-

Owned by: Buckley Associates, LLC

Filed Documents:

Mortgage from Buckley Associates, LLC, DATED 10/30/2024, RECORDED 11/08/2024, in Instrument No. 20241108-0076019 the amount of \$292,500.00.