

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF  
JUSTICE SUPERIOR COURT DIVISION  
NO 23 CVS 006408

STATE OF NORTH CAROLINA *ex rel.* JEFF )  
JACKSON, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
MV REALTY PBC, LLC, MV REALTY OF )  
NORTH CAROLINA, LLC, MV )  
BROKERAGE OF NORTH CAROLINA, )  
LLC, ANTONY MITCHELL, LLC; DAVID )  
MANCHESTER, AMANDA ZACHMAN, )  
and DARRYL COOK, )  
 )  
Defendants. )

**CONSENT JUDGMENT AS TO THE  
ENTITY DEFENDANTS**

THIS CAUSE came on to be heard and was heard before the undersigned Special Superior Court Judge for Complex Business Cases for entry of a Consent Judgment between Plaintiff, State of North Carolina, by and through its Attorney General (“the State” or “Attorney General”), and Defendants MV Realty PBC LLC, MV Realty of North Carolina LLC, MV Brokerage of North Carolina LLC (individually or collectively “Entity Defendants” or “MV Realty”). All parties are represented by counsel, or have had the opportunity to consult with their counsel of choice. The Court finds that the parties have resolved the matters in controversy between them and have agreed to the entry of this Consent Judgment by the Court without trial.

**I. FINDINGS OF FACT**

**1.1** Plaintiff State of North Carolina is acting through its Attorney General, Jeff Jackson, pursuant to authority granted in Chapters 75 and 114 of the North Carolina General Statutes.

**1.2** Defendant MV Realty PBC is a Florida Limited Liability Corporation with its principal place of business in Delray Beach, Florida.

**1.3** Defendant MV Realty of North Carolina is a North Carolina Limited Liability Corporation with its principal place of business in Raleigh, North Carolina.

**1.4** Defendant MV Brokerage of North Carolina is a North Carolina Limited Liability Corporation with its principal place of business in Raleigh, North Carolina.

**1.5** Defendant Antony Mitchell is the Chief Executive Officer of MV Realty and is a resident of the State of Florida.

**1.6** Defendant Amanda Zachman is the Managing Director of MV Realty and is a resident of the State of Florida.

**1.7** Defendant David Manchester is the Chief Operating Officer of MV Realty and is a resident of the State of Florida.

**1.8** Defendant Darryl Cook was the Broker in Charge of MV Realty of North Carolina and is a resident of the State of North Carolina.

**1.9** The State filed this action on March 20, 2023. In its Complaint, the State alleged that Defendants violated the North Carolina Unfair and Deceptive Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.* (“UDAP”), North Carolina’s Unfair Debt Collection Practices Act, N.C. Gen. Stat. §§ 75-50, *et seq.* (“UDCP”); North Carolina’s Usury Statute, N.C. Gen. Stat. §§ 24.1, *et seq.*; North Carolina’s Telephone Solicitation Act, N.C. Gen. Stat. §§ 75-100, *et seq.* (“TSA”), seeking restitution, civil penalties, and attorneys’ fees, as well as injunctive relief.

**1.10** The State also sought preliminary injunctive relief via its Amended Motion for Preliminary Injunction filed on May 5, 2023. This Court entered a Preliminary Injunction Order on September 18, 2023, restraining Defendants, *inter alia*, from (a) recording Memoranda of

Homeowner Benefit Agreements; (b) filing Lis Pendens against North Carolina real property; and (c) recovering or attempting to recover Early Termination Fees pursuant to the HBA; and requiring Defendants to record Terminations of Memoranda and cancel all Lis Pendens previously filed in North Carolina.

**1.11** The State sought partial summary judgment on its UDAP claim and full summary judgment on its TSA claim via its Motion for Partial Summary Judgment filed on March 18, 2025. This Court entered its Order Granting the State’s Motion for Partial Summary Judgment on January 16, 2026, Granting the State’s request for Permanent Injunctive relief, and finding that its Order applies equally to both the entity Defendants and to Mitchell, Manchester, Zachman, and Cook; but Deferring its ruling on the State’s request for monetary relief pending further proceedings. In its Order, the Court concluded that Defendants violated North Carolina’s Unfair or Deceptive Trade Practices Act, specifically finding that: i) because the HBA covenants do not run with the land, Defendants committed an unfair or deceptive trade practice each time they filed a Memorandum that falsely claimed to contain covenants that ran with the land; ii) because the HBAs did not affect title to the homeowners’ properties, Defendants committed an unfair or deceptive trade practice each time they filed a notice of lis pendens on the property of a North Carolina Consumer based on an alleged violation of an HBA; and iii) because the “liquidated damages” provision in the HBA was an unenforceable penalty, Defendants committed an unfair or deceptive trade practice each time they collected an Early Termination Fee from a North Carolina Consumer. The Court further concluded in its Order that Defendants violated North Carolina’s Telephone Solicitation Act, specifically finding that: i) Defendants made calls to North Carolina Consumers who were on the “Do Not Call” Registry without first obtaining consent from

the consumer to make such calls; and, ii) Defendants unlawfully made calls encompassed by N.C. Gen. Stat. §§ 75-101(2) and 75-104 (“Robocalls”).

**1.12** Entity Defendants have not assigned or otherwise transferred their rights, interests, and privileges arising out of any HBA entered into with any North Carolina Consumer to any third party.

**1.13** Defendants neither admit nor deny the State’s allegations referenced in paragraph 1.9 and as contained in the Complaint and any violations of law in the conduct of their business; however, Defendants wish to resolve this controversy without further proceedings and are therefore willing to agree to the entry of this Consent Judgment.

## **II. CONCLUSIONS OF LAW**

**2.1** This Court has jurisdiction over the parties and the subject matter of this action.

**2.2** Venue is proper in Wake County.

**2.3** The North Carolina Attorney General is the proper party to commence these proceedings under Chapter 75 of the North Carolina General Statutes, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of North Carolina.

**2.4** This Consent Judgment shall be governed by the laws of the State of North Carolina.

**2.5** Entry of this Consent Judgment is just and proper and in the public interest.

**2.6** The State’s Complaint states causes of action against the Entity Defendants upon which relief may be granted; and the Court finds good and sufficient cause to adopt this agreement of the parties, and these findings of fact and conclusions of law, as the Court’s determination of the parties’ respective rights and obligations, and for entry of this Consent Judgment.

**2.7** The parties have agreed to resolve their differences, and the agreement of the parties is just and reasonable with respect to all parties.

**2.8** The Court approves the terms of the parties' agreement and adopts them as its own determination of the parties' respective rights and obligations.

**2.9** The provisions of the Consent Judgment shall be enforceable by the Court, including by contempt proceedings and as set forth in Section X, below.

**2.10** The Entity Defendants are jointly and severally liable for violations of any part of this Consent Judgment.

**2.11** The parties waive the entry of further findings and conclusions in support of this Consent Judgment.

### **III. DEFINITIONS**

**3.1** For purposes of this Consent Judgment, the following definitions apply:

**3.1.1** "Administrative Fee" means the fee paid to MV Realty, in addition to the Commission, upon the closing of a sale transaction where MV Realty was the listing agent.

**3.1.2** "Commissions" means Commissions for the provision of North Carolina real estate services that have previously been collected by MV Realty from North Carolina Consumers who executed Homeowner Benefit Agreements.

**3.1.3** "Covered Conduct" means any of the following:

- (a) All conduct related to the allegations by the State in its Complaint filed in this action.
- (b) All conduct by any Defendant(s) related to Homeowner Benefit Agreements that the State could have alleged in its Complaint as violations of the North Carolina Unfair and Deceptive Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.* ("UDAP"), North Carolina's Unfair Debt Collection Practices Act, N.C. Gen. Stat. §§ 75-50, *et seq.* ("UDCP"), North Carolina's Usury Statute, N.C. Gen. Stat. §§ 24.1, *et seq.*, or North Carolina's Telephone Solicitation Act, N.C. Gen. Stat. §§ 75-100, *et seq.* ("TSA").
- (c) As used herein, "conduct" includes, without limitation, any act, failure to act, practice, omission, statement, or representation.

**3.1.4** “Early Termination Fee” means the fee paid to MV Realty pursuant to Section 3 of the HBA when a North Carolina Consumer’s home is transferred, voluntarily or involuntarily, or in some cases refinanced without MV Realty being paid a Commission. For the purposes of this Consent Judgment, Early Termination Fee also includes any reduced or discounted termination fee paid to MV Realty by a North Carolina Consumer after the Court’s entry of the Preliminary Injunction on September 18, 2023.

**3.1.5** “Financial Disclosures” as used herein shall mean the sworn Financial Disclosures and supporting documents provided to the State by the Entity Defendants, and as attested in the Corporate Declaration of Antony Mitchell provided contemporaneously with this Consent Judgment and attached hereto as **Exhibit A**; and the sworn Financial Disclosures and supporting documents provided to the State by the Individual Defendants, and as attested in the Declarations provided by each Individual Defendant provided contemporaneously with the Consent Judgment As To The Individual Defendants and attached thereto as **Exhibits A-D**.

**3.1.6** “Homeowner Benefit Agreement” or “HBA” means the Homeowner Benefit Agreement offered by MV Realty to North Carolina Consumers, and includes all iterations of Homeowner Benefit Agreements including, but not limited to, the OptListing Agreement, and the Homeowner Advantage Agreement.

**3.1.7** “Individual Defendants” means Defendants Antony Mitchell, David Manchester, Amanda Zachman, and Darryl Cook.

**3.1.8** “Memorandum” or “Memoranda” means the Memorandum of Homeowner Benefit Agreement that was recorded in the official property records by MV Realty in connection with each North Carolina Consumer.

**3.1.9** “MV Realty” and “Entity Defendants” means MV Realty PBC LLC, MV Realty of North Carolina LLC, and/or MV Brokerage of North Carolina LLC, individually or collectively.

**3.1.10** “Non-Monetary” means the requirement(s) contained in this Consent Judgment that do not consist of payment of money.

**3.1.11** “North Carolina Consumer” means a consumer who entered into a Homeowner Benefit Agreement with MV Realty, whose residential real property has been the subject of a Homeowner Benefit Agreement or Memorandum of Homeowner Benefit Agreement located in the State of North Carolina.

**3.1.12** “Promotion Fee” means the consideration paid to North Carolina Consumers by MV Realty when such North Carolina Consumers entered into an HBA.

**3.1.13** “Rescission Fees” means monies paid by North Carolina Consumers to MV Realty to rescind or cancel a Homeowner Benefit Agreement.

**3.1.14** “Robocall” means the use of an “automatic dialing and recorded message player,” as that term is defined in N.C. Gen. Stat. § 75-101(2), to make a telephone call that is not permitted under N.C. Gen. Stat. § 75-104.

**3.1.15** “Telephone Solicitation” shall have the meaning set forth under in the North Carolina Telephone Solicitation Act (N.C. Gen. Stat. §§ 75-100, *et seq.*)

**3.1.16** “Termination of Memorandum(a)” or “Termination” means the document recorded in the North Carolina official records by MV Realty to terminate the Memorandum of Homeowner Benefit Agreement in connection with a North Carolina Consumer in the form attached as **Exhibit B** hereto.

#### **IV. INJUNCTIVE RELIEF**

Based on the foregoing findings of fact and conclusions of law, **IT IS ORDERED, ADJUDGED, AND DECREED** that:

**4.1** Defendants MV Realty PBC LLC, MV Realty of North Carolina LLC, MV Brokerage of North Carolina LLC, are PERMANENTLY ENJOINED as follows:

**4.1.1** Entity Defendants shall make no further effort on behalf of MV Realty to collect or recover any Promotion Fees previously paid to any North Carolina Consumer in connection with the HBA and will not collect or attempt to collect Early Termination Fees, Commissions, Rescission Fees, or any other fee or cost from North Carolina Consumers;

**4.1.2** Entity Defendants shall refund any money or fees they receive in the future from any North Carolina Consumer in connection with an HBA, regardless of amount, and will return any such money or fees within fifteen (15) days of Defendants' receipt of such payment;

**4.1.3** Entity Defendants agree that the HBAs and Memoranda of HBAs are wholly unenforceable against North Carolina Consumers. Accordingly, the Entity Defendants possess no rights, interests, or privileges arising out of any HBA entered between Entity Defendants and North Carolina Consumers;

**4.1.4** Entity Defendants shall dismiss any pending litigation and/or arbitration against North Carolina Consumers within ten (10) days of the Effective Date of this Consent Judgment and will refrain from initiating any new litigation and/or arbitration actions against North Carolina Consumers;

**4.1.5** Entity Defendants shall not assert or represent that they have a valid lien or security interest against the real property of any North Carolina Consumer;

**4.1.6** Entity Defendants have not and will not assign or otherwise transfer MV Realty's rights, interests, and privileges in any HBA entered into with North Carolina Consumers to any third party;

**4.1.7** Entity Defendants agree that to the extent that any Memorandum pertaining to a North Carolina Consumer has been recorded by any North Carolina public property records custodian in connection with any North Carolina real property subject to an HBA, Entity Defendants will ensure that a Termination of such Memorandum is promptly recorded in the appropriate county register of deeds office;

**4.1.8** Entity Defendants agree that they shall file no future encumbrance against any North Carolina real property;

**4.1.9** Entity Defendants are prohibited from engaging in any unfair or deceptive acts or practices in violation of N.C. Gen. Stat. §§ 75-1.1, *et seq.*; North Carolina's Unfair Debt Collection Practices Act, N.C. Gen. Stat. §§ 75-50, *et seq.*; North Carolina's Usury Statute, N.C. Gen. Stat. §§ 24.1, *et seq.*; North Carolina's Telephone Solicitation Act, N.C. Gen. Stat. §§ 75-100, *et seq.*;

**4.1.10** Entity Defendants are prohibited from disclosing, using, selling, or benefitting from North Carolina Consumer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a North Carolina Consumer's account (including credit card, bank account, or other financial account), that any Entity Defendant obtained prior to entry of this Consent Judgment;

**4.1.11** Entity Defendants are prohibited from conducting, directly or indirectly, any further business in the State of North Carolina, except as necessary to comply with the

terms of this Consent Judgment or to wind down the Entity Defendants' North Carolina corporations;

**4.1.12** Entity Defendants are prohibited from creating or offering any class of assets secured by residential real property in the State of North Carolina or that affects North Carolina Consumers;

**4.1.13** Entity Defendants are prohibited from engaging in Telephone Solicitations or placing Robocalls to any person in North Carolina or creating, operating, managing or controlling any business that engages in Telephone Solicitations or places Robocalls to any person in North Carolina.

**4.2** Non-Compliance with Injunctive Terms. Any violation by Entity Defendants of the injunctive terms set forth in this Section IV shall trigger full payment of the Suspended Monetary Relief set forth in Section V, below, subject to the Default provisions in Section VII, below.

**4.3** The parties agree that the injunctive provisions herein do not prohibit or exclude any transactions necessary to comply with the Entity Defendant and Individual Defendant Consent Judgments.

**4.4** Notice of change in information. For a period of ten (10) years from the Effective Date, the Entity Defendants shall notify the State of the following within ten (10) days of the occurrence of any changes in any of the Entity Defendants' physical address, mailing address, email address, and telephone number, or if no physical address is maintained by the Entity Defendants, the physical address of a designated corporate agent authorized to accept service; any changes in the Entity Defendants' name or use of any aliases or fictitious names; or any filing of a bankruptcy petition. Such Notice should be provided in accordance with the Notice provisions set forth in Paragraph 7.4, below.

## V. MONETARY RELIEF

**5.1** Final Judgment Amount Against MV Realty. Judgment is hereby entered against Entity Defendants in the total amount of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000.00) (“MV Judgment Amount”), payable for Consumer Restitution, and Attorneys’ Fees and Costs of the instant litigation.

**5.2** Suspension and Payment. Due to Entity Defendant’s inability to pay as of the Effective Date, as demonstrated by the sworn Financial Disclosures and supporting documents provided to the Attorney General by Entity Defendants, and as attested in the Corporate Declaration of Antony Mitchell provided contemporaneously with this Consent Judgment and attached hereto as **Exhibit A**, and in consideration of MV Realty’s bankruptcy proceeding filed on or about September 2022, in the Southern District of Florida, Case No. 23-17590-EPK, the Attorney General agrees to suspend THREE MILLION ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$3,180,000.00) of the MV Judgment Amount (the “Suspended MV Judgment Amount”), and Entity Defendants shall be required to pay ONE MILLION THREE HUNDRED AND TWENTY THOUSAND DOLLARS (\$1,320,000.00) (the “Payment Amount”) to be paid in accordance with the schedule set forth in Paragraph 5.6, below. The Attorney General’s agreement to accept the Payment Amount and to suspend the collection of the Suspended MV Judgment Amount is expressly premised upon the following:

**5.2.1** Entity Defendants’ professed inability to pay the Suspended MV Judgment Amount.

**5.2.2** Entity Defendant’s future compliance with this Consent Judgment’s Injunctive terms and all other Non-Monetary terms;

**5.2.3** The accuracy and completeness of the Financial Disclosures provided by the Entity Defendants and as affirmed in the sworn Declaration of Antony Mitchell signed and dated February 18, 2026 as CEO of Entity Defendants;

**5.2.4** Timely payment of the non-suspended Payment Amount to the Attorney General per the payment instructions included in Paragraphs 5.5 and 5.6, below;

**5.2.5** In the event that the Payment Amount is not paid by Entity Defendants, the suspension of the MV Judgment Amount will be lifted without further action by this Court, and the full Suspended MV Judgment Amount shall be due and owing to the Attorney General from Entity Defendants, minus any amount received by the Attorney General by or on behalf of Defendant, subject to Paragraph 5.8, below;

**5.2.6** Entity Defendants represent and affirm that they have not previously and will not in the future conceal, transfer, or convey assets of any type (whether monetary, personal property, real property or otherwise) to any other third person or entity as a means to influence the terms of this Consent Judgment, or avoid enforcement of the Consent Judgment.

**5.2.7** The State's agreement to the suspended portion of the Monetary Judgment Amount is expressly premised upon the truthfulness, accuracy, and completeness of the Financial Disclosures provided by the Defendants. The truth, accuracy, completeness, and correctness of Defendants' Financial Disclosures, as affirmed by the Declarations provided by Defendants as Exhibits to each Consent Judgment, affirming the accuracy and completeness of said Financial Disclosures provided to the Attorney General at the time of the signing of this Consent Judgment, and the stipulations and agreements contained

herein, are material information that the Attorney General has relied upon in negotiating the terms of this Consent Judgment.

**5.3** Non-Suspended Payment Amount. Judgment is hereby entered against MV Realty, in the non-suspended amount of ONE MILLION THREE HUNDRED AND TWENTY THOUSAND DOLLARS (\$1,320,000.00).

**5.4** This payment shall be used for restitution, attorneys' fees, investigative costs, consumer protection enforcement, other consumer protection purposes, and other purposes allowed by law, at the discretion of the North Carolina Attorney General.

**5.5** Payment Method. The Payment Amount shall be made by wire transfer, cashier's check, money order, or other certified funds by MV Realty payable to the "North Carolina Department of Justice" and delivered to the Office of the North Carolina Department of Justice, to the attention of Wendy Stevens, Consumer Protection Division-Finance Director, 114 W. Edenton St., Raleigh, NC 27103.

**5.6** Payment Schedule. Payment shall be tendered by Defendants to the State as follows:

**5.6.1** TEN THOUSAND DOLLARS (\$10,000.00) to be paid on or before: **30 days from the Effective Date of this Judgment;**

**5.6.2** THREE HUNDRED AND NINETY THOUSAND DOLLARS (\$390,000.00) to be paid on or before **July 1, 2026;**

**5.6.3** NINE HUNDRED AND TWENTY THOUSAND DOLLARS (\$920,000.00) to be paid on or before **December 31, 2026.**

**5.7** Entity Defendants relinquish dominion and all legal and equitable rights, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

**5.8** Monetary Default. Entity Defendants have agreed, and it is hereby ordered that failure to make any of the payments listed in Paragraph 5.6, above, by the due date specified therein, as required by this Consent Judgment shall constitute a default (“Monetary Default”) by Entity Defendants and shall trigger the Attorney General’s immediate entitlement to the full \$4,500,000.00 MV Judgment Amount, reduced by any payment received prior to such default. In the event of Monetary Default, upon providing notice as described in Section VII, below, the State may proceed to execute on the judgment for the full unpaid MV Judgment Amount.

**5.9** Inaccurate and/or Incomplete Financial Disclosures. A judicial determination by a court of competent jurisdiction of any material inaccuracy or omission in the Financial Disclosures or Corporate Declaration of Antony Mitchell referenced in Paragraph 5.2, above, shall trigger full payment of the Suspended MV Judgment Amount, subject to the Default provisions in Section VII, below.

## **VI. BANKRUPTCY PROVISIONS**

**6.1** To the extent permitted by applicable law, Entity Defendants agree not to object or otherwise dispute any claim for non-dischargeability of any amount due pursuant to this Consent Judgment or any Amended Consent Judgment in any voluntary or involuntary bankruptcy proceeding.

**6.2** Entity Defendants further agree to the extent permitted by applicable law not to object to or otherwise dispute any claim for non-dischargeability of any amount due pursuant to this Consent Judgment or any Amended Consent Judgment in any voluntary or involuntary bankruptcy proceeding. In any bankruptcy proceeding relating to the non-dischargeability of any amount due pursuant to this Consent Judgment or any Amended Consent Judgment, Entity Defendants agree to the extent permitted by applicable law that the facts alleged in the Complaint establish all elements necessary to find that any amount due pursuant to this Consent Judgment,

or any Amended Consent Judgment, is not subject to discharge pursuant to 11 U.S.C. § 523(a)(2)(A) or 11 U.S.C. § 1141(d)(6) of the Bankruptcy Code, and this Consent Judgment will have collateral estoppel effect for such purposes.

**6.3** In the event that Entity Defendants file for bankruptcy or an involuntary bankruptcy proceeding is commenced, Defendants agree that the State shall be entitled to file a claim for any amount due pursuant to this Consent Judgment, or any amendments thereof. Entity Defendants agree that to the extent permitted by applicable law any amount due pursuant to this Consent Judgment, or any amendment thereof, from Entity Defendants or any interest imposed upon a subsequent violation of this Consent Judgment by Entity Defendants is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

**6.4** In the event that Entity Defendants file for bankruptcy or an involuntary bankruptcy proceeding is commenced, Entity Defendants agree that the State shall be entitled to file a claim for any amount due pursuant to this Consent Judgment, or any amendments thereof.

**6.5** Entity Defendants agree that in the event that they file a bankruptcy petition, to the extent that such Debtor-Defendant owes monies to the State, the State may seek to have its costs for hiring bankruptcy counsel reimbursed as an administrative expense as permitted by law and the Debtor-Defendant will not oppose any motion by the State for that purpose.

## **VII. DEFAULT**

**7.1** In the event of a judicial determination by a court of competent jurisdiction that one or more of the Entity Defendants has failed to comply with Section IV and/or Section V of this Consent Judgment, including any failure to comply with the stipulations and agreements set forth in Section IV and Section V, has willfully failed to disclose any material asset, misstated the value of any material asset, or has made any other material misstatement or omission in any representation to the State, at the time such disclosures were made or at the time any disclosures

are made pursuant to Section VI, above, the State may execute on the judgment for the full unpaid MV Judgment Amount against the Entity Defendants.

**7.2** Prior to executing on the judgment as set forth in Paragraph 7.1 above, the State will provide the Entity Defendants with a Notice of Default providing written notice of such alleged default in reasonable detail (a “Default Notice”). The Entity Defendants shall have fifteen (15) calendar days after receipt of the Default Notice to respond to such alleged default (or such additional time as may be agreed upon by the State) and may provide to the State information or evidence about the steps taken to address the alleged violation(s) or such other evidence, information, or argument that the Entity Defendant wishes the State to consider before initiating an enforcement action.

**7.3** Use of Taxpayer Identification Numbers. Entity Defendants acknowledge that their Taxpayer Identification Numbers / Employer Identification Numbers, which Entity Defendants previously submitted to the State, may be used for collecting and reporting on any delinquent amount arising out of this Order.

**7.4** Notices. All notices due to be delivered pursuant to this Consent Judgment shall be in writing and delivered, by nationally recognized overnight courier or by certified or registered mail (return receipt requested, postage prepaid), and by electronic mail. Notices shall be effective as of the date they are sent by the methods specified in this paragraph. Any Notice due to be delivered pursuant to this Consent Judgment shall be provided to the following:

To the Entity Defendants:

**Antony Mitchell**  
4671 Manderly Drive,  
Wellington, Florida 33449

**Note:** A courtesy copy of any Notice to any or all Entity Defendants should also be sent via hard copy and email at:

**John Gekas, Esq.**  
**Saul Ewing LLP**  
701 Brickell Avenue, 17<sup>th</sup> Floor  
Miami, FL 33131  
Email: john.gekas@saul.com

To the State:

**Keith T. Clayton, Esq.**  
**Special Deputy Attorney General**  
**North Carolina Department of Justice**  
**Consumer Protection Division**  
114 W. Edenton St.  
Raleigh, NC 27103  
Email: kclayton@ncdoj.gov

## **VIII. GENERAL PROVISIONS**

**8.1 Other State Governmental Entities.** This Consent Judgment shall not bind any other offices, boards, commissions, or agencies of the State of North Carolina, and nothing in this Consent Judgment shall in any way preclude any investigation or enforcement under any legal authority granted to the State, other than by the Attorney General for transactions subject to this action. Nothing herein shall be deemed to waive or in any way preclude any examination or enforcement of the Revenue Act under any legal authority granted to the North Carolina Secretary of Revenue, for any transaction. This Consent Judgment does not waive, release, or limit any criminal liability.

**8.2 Other Law Enforcement Action.** Nothing herein shall be construed as a waiver or release of any private rights, causes of action or remedies of any person against the Individual Defendants with respect to the acts and practices covered by this Consent Judgment. Nothing herein shall be construed to limit or bar any other governmental entity, or any other unit of the Attorney General's Office, from pursuing other available remedies against any Individual Defendant for violation of laws, other than those alleged in the Complaint.

**8.3**     Retention of Jurisdiction. The Court retains jurisdiction over this action to take any further action deemed necessary to enforce this Consent Judgment, including imposition of penalties, and to award the State judgments for any costs, including reasonable attorneys' fees, it incurs in the event of material noncompliance by Entity Defendants. The factual findings set forth above in this Consent Judgment will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the State, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order.

**8.4**     No Sanction of Business Practices. Entity Defendants shall not represent directly or indirectly or in any way whatsoever that the Court or the Attorney General has sanctioned, condoned, or approved any part or aspect of Defendants' business operations. The Entity Defendants shall not make any representation to the contrary regarding this Consent Judgment or use the name of the Office of the Attorney General, State of North Carolina, Consumer Protection Division, or any of its current or former employees or representatives as an endorsement or approval of the Entity Defendants' acts, practices or conduct of business.

**8.5**     Release of Claims. This Consent Judgment fully resolves all legal claims and issues raised or that could have been raised by the Attorney General against Entity Defendants, and each of their current and former employees, agents, officers, directors, affiliates, members, attorneys, and any other person acting under their direction and control—including through any corporation, trust, or other device—based on, arising out of, or in any way related to the Covered Conduct up to the date of this Consent Judgment.

**8.6**     The State's entry into this Consent Judgment is premised on the documents previously produced by Entity Defendants to the State represented by Entity Defendants as accurately summarizing all HBA-related fees paid by North Carolina Consumers. Entity

Defendants acknowledge that the documents produced and representations made to the State are a material part of the consideration for the Attorney General to enter into this Consent Judgment. If it is discovered that any of the documents or representations are false or incomplete, the State will be entitled to seek appropriate remedies from the Court, including but not limited to restitution, disgorgement, civil penalties, attorneys' fees, and any other relief allowed by law.

**8.7** Effect on Prior Orders. This Consent Judgment does not affect, change or amend the terms of this Court's prior Orders, including but not limited to, this Court's Order on Plaintiff's Motion for Partial Summary Judgment dated January 16, 2026. All findings, decisions and injunctive relief entered by this Court expressly survive the conclusion of the litigation and are incorporated into this Consent Judgment as if fully restated herein.

**8.8** Continuing Obligation. This Consent Order is entered pursuant to North Carolina's Unfair and Deceptive Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.*; North Carolina's Unfair Debt Collection Practices Act, N.C. Gen. Stat. §§ 75-50, *et seq.*; North Carolina's Usury Statute, N.C. Gen. Stat. §§ 24.1, *et seq.*; North Carolina's Telephone Solicitation Act, N.C. Gen. Stat. §§ 75-100, *et seq.* Unless otherwise provided, this Consent Judgment shall apply to Entity Defendants and each of their current and former employees, agents, officers, directors, affiliates, members, attorneys, and any other person acting under their direction and control, including through any corporation, trust, or other device, and it shall constitute a continuing obligation.

**8.9** Use of Settlement as Defense. Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address any conduct of the Entity Defendants that the Attorney General believes to be a violation of the law that is unrelated to the conduct alleged in the Complaint.

**8.10** Private Right of Action. Nothing in this Consent Judgment shall be construed to affect any private right of action that a consumer, person, entity, or any governmental entity may hold against Defendants, nor shall this Consent Judgment confer any rights upon, or be enforceable by, any persons or entities besides the State and the Entity Defendants. The State may not assign or otherwise convey any right to enforce any provision of this Consent Judgment.

**8.11** Advice of Counsel. The Entity Defendants expressly acknowledge that they have obtained or had the opportunity to obtain the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Consent Judgment. The Entity Defendants, through their authorized representative, Antony Mitchell, have read this Consent Judgment, are aware of its terms, have voluntarily agreed to and signed this Consent Judgment, and are able to abide by the provisions of this Consent Judgment. Further, the Entity Defendants acknowledge that to the extent they have waived any rights or defenses by entry into this Consent Judgment, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver. The Entity Defendants further acknowledge that a violation of this Consent Judgment may result in the specific relief provided for herein, or as a matter of law of not specifically addressed and provided for herein.

**8.12** Regulation of Other Conduct. Nothing in this Consent Judgment is intended to relieve Entity Defendants of their responsibility to comply with all applicable North Carolina laws and all federal or local laws, regulations, ordinances and codes, nor constitutes authorization by the State for the Entity Defendants to engage in acts and practices prohibited by such laws.

**8.13** No Avoidance of Judgment. The Entity Defendants agree that they will not effect any change in the form of doing business or the organizational identity of MV Realty or create any

new business entities for the purpose of avoiding the terms and conditions set forth in this Consent Judgment.

**8.14** Forbearance Not a Waiver. Any forbearance by the State in exercising any right or remedy in this Consent Judgment, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**8.15** Appeal. Entity Defendants and the Attorney General waive all rights to appeal or otherwise challenge or contest the validity of this Order.

**8.16** Full and Final Statement; Amendments and Supplements. This Consent Judgment constitutes the final, complete, and exclusive statement of the parties' agreement with respect to its subject matter and supersedes all prior agreements and understandings. The parties may amend, modify, or supplement their agreement by a written instrument expressly referring to this Consent Judgment and signed by both parties, whether executed contemporaneously with or at any time after the parties execute this Consent Judgment, and any such instrument shall be deemed incorporated into and made part of this Consent Judgment for all purposes and enforceable in the same manner as its terms. The Court retains jurisdiction to enforce this Consent Judgment as so amended or supplemented.

**8.17** Counterparts. This Consent Judgment may be executed in multiple counterparts, which shall be construed together as if one instrument. All parties shall be entitled to rely on an electronic or facsimile copy of a signature as if it were an original.

**8.18** Effective Date. On the date this Consent Judgment is entered by the Court, it shall become a final judgment of the Court and such date shall be the Effective Date of this Consent Judgment for all purposes.

**IX. SEVERABILITY**

IT IS FURTHER ORDERED that the provisions of this Consent Judgment are separate and severable, and if any provisions are stayed or determined to be invalid, the remaining provisions shall remain in all force and effect.

**X. RETENTION OF JURISDICTION**

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this matter for all purposes, including to enforce the terms of this Consent Judgment and to enter any further Orders as may be necessary to ensure compliance with this Consent Judgment, which may result in additional injunctive relief, contempt, civil and/or criminal proceedings as the law may allow.

**XI. FINAL DISPOSITION**

IT IS FURTHER ORDERED that this Consent Judgment shall act as the final disposition of this matter as to the Entity Defendants, subject to reopening for enforcement, modification or construction as the law may allow.

**SO ORDERED.**

This the 23rd day of April, 2026.

/s/ Mark A. Davis  
Mark A. Davis  
Special Superior Court Judge for  
Complex Business Cases

*CONSENTS FOLLOW ON NEXT PAGE*



**BY VIRTUE OF THE ELECTRONIC SIGNATURES BELOW, THE UNDERSIGNED PARTIES HEREBY CONSENT TO THE TERMS AND CONDITIONS OF THIS CONSENT JUDGMENT AS SET FORTH ABOVE, AND HEREBY CONSENT TO ENTRY THEREOF:**


**PLAINTIFF:**

STATE OF NORTH CAROLINA, *ex rel.*  
JEFF JACKSON, ATTORNEY GENERAL

\_\_\_\_\_  
By Keith T. Clayton  
Special Deputy Attorney General

Date: \_\_\_\_\_

**DEFENDANTS:**

  
\_\_\_\_\_  
By Antony Mitchell  
As CEO of MV Realty PBC LLC, MV Realty of  
North Carolina LLC, MV Brokerage of North  
Carolina LLC.

Date: 4/9/26

**COUNSEL FOR DEFENDANTS:**

\_\_\_\_\_  
By John C. Gekas  
Saul Ewing LLP

Date: \_\_\_\_\_

\_\_\_\_\_  
By David Earley  
Young Moore and Henderson, P.A.

Date: \_\_\_\_\_

# EXHIBIT A

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF  
JUSTICE SUPERIOR COURT DIVISION  
NO 23 CVS 006408

STATE OF NORTH CAROLINA *ex rel.* JEFF )  
JACKSON, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
MV REALTY PBC, LLC, MV REALTY OF )  
NORTH CAROLINA, LLC, MV )  
BROKERAGE OF NORTH CAROLINA, )  
LLC, ANTONY MITCHELL, LLC; DAVID )  
MANCHESTER, AMANDA ZACHMAN, )  
and DARRYL COOK, )  
 )  
Defendants. )

**DECLARATION OF ANTONY  
MITCHELL**

I, Antony Mitchell, am over eighteen years old, am competent to provide this declaration, make this declaration of my own free will, and state facts within my personal knowledge. If called as a witness in any hearing concerning the matters discussed in this declaration, I can testify competently to the facts set forth herein.

1. I am the Chief Executive Officer (CEO) of MV Realty PBC LLC, MV Realty of North Carolina LLC, and MV Brokerage of North Carolina LLC.
2. I make this affidavit based upon my personal knowledge and authority in my capacity as CEO of the foregoing entities.

**FINANCIAL DISCLOSURES**

3. By signing below, I am attesting to the accuracy and completeness of the responses provided on the Individual Financial Disclosure form, and each of the attachments thereto, signed

and dated March 10, 2025, and provided to the North Carolina Department of Justice on March 11, 2025.

4. I further attest that no material changes responsive to the information requested therein have occurred between the date of the signature affixed to the Financial Disclosure form through the date of my signature on the Consent Judgments with the North Carolina Department of Justice.

5. By signing below, I am attesting that I have used my best efforts to obtain the information requested in the Financial Disclosure form. The responses I have provided to the Financial Disclosure form (including supporting documentation) are true and contain all the requested facts and information of which I have notice or knowledge as of the date of the signature affixed thereto.

**COMPLETENESS AND ACCURACY OF INFORMATION INVOLVING  
AFFECTED NORTH CAROLINA CONSUMERS**

6. By signing below, I am attesting that the information identifying affected North Carolina consumers provided to the North Carolina Department of Justice is accurate and complete as of the date of my signature below, and includes every North Carolina consumer who has paid MV Realty an early termination fee or other payment to induce the release of MV Realty's Memorandum of Homeowner Benefit Agreement, other than a real estate commission paid to an MV Realty agent who successfully listed and sold a consumer's property, in connection with a Homeowner Benefit Agreement.

7. By signing below, I am attesting that the information identifying affected North Carolina consumers provided to the North Carolina Department of Justice is accurate and complete

as of the date of my signature below and includes every North Carolina consumer who has paid MV Realty an “administrative fee” in connection with a Homeowner Benefit Agreement.

8. By signing below, I am attesting that the information identifying affected North Carolina consumers provided to the North Carolina Department of Justice is accurate and complete as of the date of my signature below and includes every North Carolina consumer who has paid MV Realty any other fee not encompassed in the foregoing paragraphs in connection with a Homeowner Benefit Agreement.

I have provided all requested documents in my custody, possession, or control related to the foregoing averments. I certify under penalty of perjury under the laws of the State of North Carolina that the foregoing averments are true and correct.

This the 18<sup>th</sup> day of February, 2026.



**ANTONY MITCHELL**

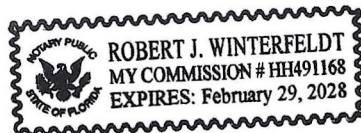
*As CEO of MV Realty PBC LLC, MV Realty of North Carolina LLC, and MV Brokerage of North Carolina LLC*

STATE OF Florida  
COUNTY OF Palm Beach  
SWORN TO AND SUBSCRIBED  
BEFORE ME THIS THE 18  
DAY OF FEB, 2026

  
\_\_\_\_\_  
Notary Public

My commission expires:

2/29/28



# EXHIBIT B

**BK: R 8858**  
**PG: 1319 - 1321**

NC FEE \$26.00

RECORDED:

2024038908

08/29/2024

**GUILFORD COUNTY, NC**

08:14:59 AM

JEFF L. THIGPEN

DEPUTY-GB

REGISTER OF DEEDS

BY: MARY BROWN

**PREPARED BY AND  
WHEN RECORDED RETURN TO:**  
Antony Mitchell  
MV REALTY OF NORTH CAROLINA LLC  
455 NE 5th Ave Suite D #287,  
Delray Beach, Florida, 33483

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Space Above This Line For Recorder's Use Only

**TERMINATION OF MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT**

**THIS TERMINATION OF MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (this "Termination"), made as of 8/26/2024, by MV REALTY OF NORTH CAROLINA LLC, a North Carolina limited liability company, and/or its assigns or designees, whose address is 1016 Dickinson Cir, Raleigh, NC, 27614 ("The Company").**

On 12/27/2021, The Company and [REDACTED], whose address is [REDACTED] Greensboro, NC, 27406 ("Property Owner") entered into a certain MVR HOMEOWNER BENEFIT AGREEMENT (the "Agreement"), dated 12/27/2021 and, as a result thereof, recorded that certain Memorandum of MVR HOMEOWNER BENEFIT AGREEMENT (the "Memorandum") in the Public Records of Guilford County, North Carolina ( the "Recorder's Office") on 1/7/2022 in Official Records Book B R 8565 , Page P 340, Instrument Number E 2022001529 , which Memorandum covers and encumbers certain real property located in the County of Guilford, State of North Carolina, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

**THE MEMORANDUM IS HEREBY TERMINATED AND OF NO FURTHER FORCE OR EFFECT AND THE PROPERTY DESCRIBED THEREIN IS RELEASED FROM THE EFFECT, RESTRICTION AND ENCUMBRANCE OF THE AGREEMENT.**

This Termination is intended to be recorded in the Public Records of Guilford County, North Carolina.

[Continued on the following page.]



**EXHIBIT A**

**PROPERTY DESCRIPTION**

**DIST:00 CITY/MUNI/TWP:MOREHEAD/GILMER 2 PH1 M2 PB 170-48 ASBURY@ E LEE  
PL170-48**