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FILED
Superior Court of California
County of Los Angeles

05/26/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

MV REALTY PBC, LLC; MV REALTY OF CALIFORNIA INC.; MV BROKERAGE OF CALIFORNIA INC.; MV REALTY HOLDINGS, LLC; MV REALTY BROKERAGE HOLDINGS, LLC; MV BROKERAGE, LLC; MV REALTY RECEIVABLES 1 LLC; MV RECEIVABLES II, LLC; MV RECEIVABLES III, LLC; MV RECEIVABLES IV LLC; MV RECEIVABLES V LLC; ANTONY MITCHELL; DAVID MANCHESTER; and DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV30464

~~PROPOSED~~ FINAL JUDGMENT AND PERMANENT INJUNCTION

Dept: 15
Judge: The Honorable Timothy P. Dillon

Action Filed: December 13, 2023

1 The People of the State of California (“People” or “Plaintiff”), appearing through their
2 attorneys, Rob Bonta, Attorney General of the State of California, by Supervising Deputy
3 Attorney General Tina Charoenpong and Deputy Attorneys General Gabriel Schaeffer, Hunter
4 Landerholm, Monica J. Zi, Daniel M.B. Nadal, Laurel Carnes, Andrew Wiener, Rachel Foodman,
5 Caroline E. Wilson, and Ian Hogg; John T. Savrnoch, District Attorney of Santa Barbara County,
6 by Senior Deputy District Attorney Christopher B. Dalbey; and Allison Haley, District Attorney
7 of Napa County, by Deputy District Attorney Patrick Collins; and Defendants, MV REALTY
8 PBC, LLC, MV REALTY OF CALIFORNIA INC., MV BROKERAGE OF CALIFORNIA
9 INC., MV REALTY HOLDINGS, LLC, MV REALTY BROKERAGE HOLDINGS, LLC, MV
10 BROKERAGE, LLC, MV REALTY RECEIVABLES I LLC, MV RECEIVABLES II, LLC;
11 MV RECEIVABLES III, LLC, MV RECEIVABLES IV LLC, MV RECEIVABLES V LLC,
12 ANTONY MITCHELL, and DAVID MANCHESTER (collectively, “Defendants”), appearing
13 through their attorneys, Geoffrey T. Stover and James Kawahito of AXS Law Group LA LLP,
14 have stipulated to the entry of this Final Judgment and Permanent Injunction (“Judgment”) by the
15 Court without the taking of proof and without trial or adjudication of any issue of fact or law, and
16 without Defendants admitting or denying any liability or wrongdoing regarding any issue of law
17 or fact alleged in the operative complaint, and with all parties having waived their right to appeal
18 any issue of fact or law arising from the allegations addressed by this Judgment. The Court,
19 having considered the matter and good cause appearing:

20 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

21 1. This Court has jurisdiction over the allegations and subject matter of the People’s
22 First Amended Complaint filed in this action, and the parties to this action; venue is proper in this
23 County; and this Court has jurisdiction to enter this Judgment.

24 **DEFINITIONS**

25 2. The following definitions shall apply for purposes of this Judgment:

- 26 a. “AFFECTED CONSUMER” shall mean any person who entered into a
27 HOMEOWNER BENEFIT AGREEMENT relating to real property in
28 California.

- 1 b. "CORPORATE DEFENDANTS" shall mean MV REALTY PBC, LLC; MV
2 REALTY OF CALIFORNIA INC.; MV BROKERAGE OF CALIFORNIA
3 INC.; MV REALTY HOLDINGS, LLC; MV REALTY BROKERAGE
4 HOLDINGS, LLC; MV BROKERAGE, LLC; MV REALTY RECEIVABLES
5 1 LLC; MV RECEIVABLES II, LLC; MV RECEIVABLES III, LLC; MV
6 RECEIVABLES IV LLC; and MV RECEIVABLES V LLC.
- 7 c. "HOMEOWNER BENEFIT AGREEMENT" shall mean purported long-term
8 real estate listing agreements known as Homeowner Benefit Agreements and
9 used by Defendants in California.
- 10 d. "INDIVIDUAL DEFENDANTS" shall mean Antony Mitchell and David
11 Manchester.
- 12 e. "MEMORANDUM" shall mean the Memorandums of MVR Homeowner
13 Benefit Agreement recorded by Defendants in California on the title of
14 AFFECTED CONSUMERS relating to HOMEOWNER BENEFIT
15 AGREEMENTS.
- 16 f. "POST-JUDGMENT NOTICE" shall mean the notice attached hereto as
17 Exhibit 1.

18 **INJUNCTION**

19 3. Nothing in this Judgment alters the requirements of federal or California state law
20 to the extent they offer greater protection to consumers.

21 4. Unless otherwise stated, the injunctive provisions of this Judgment shall become
22 effective immediately upon entry of this Judgment and shall apply to INDIVIDUAL
23 DEFENDANTS, CORPORATE DEFENDANTS, and their employees, agents, and independent
24 contractors, as well as to the directors, officers, subsidiaries, affiliates, and successors of
25 CORPORATE DEFENDANTS.

26 5. Defendants shall comply with all federal, state, and local consumer protection
27 laws, including but not limited to:

28

- 1 a. Business and Professions Code sections 10000 et seq. (Real Estate Law);
- 2 17200 et seq. (Unfair Competition Law); 17500 et seq. (False Advertising
- 3 Law); and 17590 et seq. (“Do Not Call” Law);
- 4 b. Civil Code section 1670.12 (Residential Exclusive Listing Agreements Act);
- 5 c. Civil Code section 1671;
- 6 d. Government Code section 27280.6; and
- 7 e. United States Code, title 15, section 1601 et seq., and Code of Federal
- 8 Regulations, title 12, section 1026 et seq. (Truth in Lending Act).

9 6. All HOMEOWNER BENEFIT AGREEMENTS and MEMORANDUMS are void
10 *ab initio* and unenforceable. The Court hereby fully and finally releases and voids all
11 HOMEOWNER BENEFIT AGREEMENTS and MEMORANDUMS. Defendants shall
12 permanently cease all enforcement and collection activities, and shall not accept any payment
13 from or on behalf of AFFECTED CONSUMERS, their families, agents, representatives, or
14 successors concerning or related to any HOMEOWNER BENEFIT AGREEMENT or
15 MEMORANDUM. Third parties, including future purchasers of previously encumbered property,
16 may rely upon this release.

17 7. No later than June 12, 2026, Defendants shall record individual terminations of
18 any and all recorded instruments concerning or relating to any HOMEOWNER BENEFIT
19 AGREEMENT, including but not limited to Defendants’ MEMORANDUMS, with the recorder
20 of the county in which the initial recorded instrument was recorded, as follows:

- 21 a. Each termination shall be recorded by the same MV Realty entity that recorded
- 22 the MEMORANDUM. For example, MV Realty of California Inc. shall record
- 23 individual terminations of the MEMORANDUMS that it recorded, and MV
- 24 Brokerage of California Inc. shall record individual terminations of the
- 25 MEMORANDUMS that it recorded.
- 26 b. Each individual termination shall include the following information:
 - 27 i. The name and address of the MV Realty entity terminating the
 - 28 MEMORANDUMS.

- 1 ii. The name(s) of the homeowner(s) who signed the MEMORANDUM.
- 2 iii. The address of the property on which the MEMORANDUM was
- 3 recorded.
- 4 iv. The recording or instrument number of the MEMORANDUM.
- 5 v. The legal description of the property on which the MEMORANDUM
- 6 was recorded.
- 7 vi. The Assessor's Parcel Number of the property on which the
- 8 MEMORANDUM was recorded.
- 9 vii. The date the MEMORANDUM was recorded and the date of the
- 10 termination.
- 11 c. Each MEMORANDUM termination shall permanently terminate, remove, and
- 12 release from the property on which the MEMORANDUM was recorded any
- 13 effect, restriction, or encumbrance created by the MEMORANDUM or HBA.
- 14 d. Defendants' obligations described herein relate to their submission of the
- 15 individual termination instruments to the counties, including fulfillment of all
- 16 necessary conditions of recording, such as payment of required fees. For the
- 17 avoidance of doubt, a county's delay in recording or processing the termination
- 18 instruments submitted shall not by itself violate this Judgment.

19 8. No later than June 26, 2026, defendant Antony Mitchell shall provide to Plaintiff's
20 counsel (a) a declaration, signed by him under penalty of perjury, confirming that all documents
21 required by this paragraph to be recorded have been presented for recording in compliance with
22 paragraph 7, and shall advise regarding the status of the terminations presented for recording; and
23 (b) copies of all recorded terminations. The declaration shall list all terminations recorded,
24 including the title of the termination document, the place of recording, the date of recording, and
25 the address of the property to which the recording relates.

26 9. Upon notification from an AFFECTED CONSUMER, their successor or agent, or
27 a lender, escrow officer, or real estate licensee working on their behalf, Defendants shall take all
28 necessary steps to ensure that the HOMEOWNER BENEFIT AGREEMENT, MEMORANDUM,

1 or any document Defendants recorded relating to the HOMEOWNER BENEFIT AGREEMENT
2 does not prevent or impede the completion of a transaction regarding the AFFECTED
3 CONSUMER's property.

4 10. Within 10 days of the date of entry of this Judgment, Defendants shall send by
5 mail and electronic mail the POST-JUDGMENT NOTICE to all AFFECTED CONSUMERS.
6 Within 15 days of the date of entry of this Judgment, defendant Antony Mitchell shall provide to
7 Plaintiff's counsel a declaration, signed by him under penalty of perjury, confirming that the
8 POST-JUDGMENT NOTICE has been sent by mail and electronic mail to all AFFECTED
9 CONSUMERS. The declaration shall list all persons to whom the POST-JUDGMENT NOTICE
10 was sent, including their full names and the mailing addresses and electronic mail addresses to
11 which the POST-JUDGMENT NOTICE was sent.

12 11. Defendants shall each be prohibited from engaging in, directly owning, managing,
13 operating, overseeing, or otherwise being involved in any business requiring a California real
14 estate license for a period of five years from the date of entry of this Judgment.

15 **MONETARY PROVISIONS**

16 12. Judgment in the amount of \$2,500,000 is entered jointly and severally against
17 Defendants. Payment shall be made to Plaintiff, to be allocated as follows:

- 18 a. \$1,327,069.15 in restitution pursuant to Business and Professions Code
19 sections 17203 and 17535.
20 b. \$1,172,930.85 in civil penalties pursuant to Business and Professions Code
21 sections 17206 and 17536.

22 13. All payments required to be paid pursuant to this Judgment shall be made pursuant
23 to instructions provided by the California Attorney General's Office. Defendants shall be
24 responsible for any fees and costs associated with initiating wire transfers, issuing checks, or
25 establishing and maintaining escrow and other accounts.

26 14. The monetary judgment specified in paragraph 12 shall be paid as follows:

- 27 a. Defendants shall immediately pay \$250,000, which sum was placed into
28 escrow prior to entry of judgment as a condition of the parties' stipulation for

1 entry of this Judgment. Upon entry of this Judgment, the escrow agent is
2 authorized and directed to release the escrowed funds to the California
3 Attorney General's Office. Entry of this Judgment shall constitute a sole and
4 sufficient condition for such release, and no further authorization, instruction,
5 or consent of Defendants shall be required.

6 b. Defendants shall pay the remaining \$2,250,000 on or before June 30, 2026.

7 15. Subject to paragraphs 17 and 18, upon satisfaction of \$50,000 of the payment
8 made pursuant to paragraph 14(b), defendant David Manchester shall be deemed released from
9 joint and several liability of the remaining monetary judgment.

10 16. Subject to paragraphs 17 and 18, upon satisfaction of \$1,750,000 of the total
11 monetary judgment, defendant Antony Mitchell shall be deemed released from joint and several
12 liability of the remaining monetary judgment.

13 17. The INDIVIDUAL DEFENDANTS' release from joint and several liability set
14 forth in paragraphs 15 and 16 is expressly premised upon the truthfulness, reasonable material
15 accuracy, and completeness of the INDIVIDUAL DEFENDANTS' representations of financial
16 condition, which Plaintiff materially relied upon, as made or reflected in the following
17 documents:

- 18 a. Antony Mitchell's Individual Financial Statement (MV_CA_00000163,
19 Exhibit 348 to the Deposition of Antony Mitchell);
 - 20 b. Supplement to Antony Mitchell's Individual Financial Statement (Exhibit 349
21 to the Deposition of Antony Mitchell);
 - 22 c. Antony Mitchell's representations regarding his financial condition reflected in
23 the transcript of his deposition on March 12 and 13, 2026;
 - 24 d. David Manchester's Individual Financial Statement (MV_CA_00000055-75);
25 and
 - 26 e. David Manchester's representations regarding his financial condition reflected
27 in the transcript of his deposition on March 10 and 11, 2026.
- 28

1 18. Notwithstanding the provisions of paragraphs 15 and 16, if, upon motion by
2 Plaintiff, the Court finds that either of the INDIVIDUAL DEFENDANTS failed to disclose any
3 material asset, materially misstated the value of any asset or liability, or made any other material
4 misstatement or omission in the financial representations identified in paragraph 17, the release
5 from joint and several liability set forth in paragraphs 15-16 shall become null and void, and that
6 INDIVIDUAL DEFENDANT shall remain jointly and severally liable for the entirety of the
7 \$2,500,000 monetary judgment, plus interest at the legal rate computed from the date of entry of
8 this Judgment. If a Notice of Satisfaction of Judgment has been filed as to that INDIVIDUAL
9 DEFENDANT, it shall immediately and automatically be vacated and set aside.

10 19. Moneys paid by Defendants shall be credited first to restitution due pursuant to
11 Business and Professions Code sections 17203 and 17535, and then to civil penalties due
12 pursuant to Business and Professions Code sections 17206 and 17536.

13 20. Restitution shall be distributed at the sole discretion of the California Attorney
14 General's Office. Any unclaimed restitution shall, at the sole discretion of the California Attorney
15 General's Office, be deposited in the Victims of Consumer Fraud Restitution Fund (Government
16 Code section 12527.6).

17 21. Pursuant to Government Code section 26506, civil penalties shall be distributed by
18 the Attorney General as follows:

- 19 a. \$390,976.95 to the California Attorney General's Office;
- 20 b. \$390,976.95 to the Santa Barbara County District Attorney's Office; and
- 21 c. \$390,976.95 to the Napa County District Attorney's Office.

22 Pursuant to Business and Professions Code section 17206, subdivision (c)(4), the Attorney
23 General, Santa Barbara County District Attorney, and Napa County District Attorney shall use
24 these funds exclusively for the enforcement of consumer protection laws.

25 **EFFECT OF JUDGMENT**

26 22. Except as expressly provided herein, nothing in this Judgment is intended, nor
27 shall it be construed, to preclude the People, or any state, county, city or local agency,
28 department, or board, from otherwise exercising its authority under any law, statute, or regulation.

1 **RETENTION OF JURISDICTION**

2 23. Pursuant to Code of Civil Procedure section 664.6, this Court retains jurisdiction
3 over this Judgment and the parties hereto for the purpose of enabling either party to enforce the
4 Judgment, and to apply to the Court at any time for such further orders or directions as may be
5 necessary or appropriate for the construction or the carrying out of the terms of this Judgment, for
6 the modification of any of the injunctive provisions of this Judgment, and for any other purpose
7 authorized by law and within the scope of the Judgment.

8 **NOTICES**

9 24. Any notices required to be sent to the People or to Defendants under this Judgment
10 shall be sent by email and certified mail to the following. Any party may update its designee or
11 address by sending written notice to the other party informing them of the change.

12 a. For the People of the State of California:

13 Gabriel Schaeffer, Deputy Attorney General
14 Office of the Attorney General
15 Consumer Protection Section
16 300 South Spring Street, Suite 1702
17 Los Angeles, CA 90013
18 Gabriel.Schaeffer@doj.ca.gov
19 Tina.Charoenpong@doj.ca.gov

20 Patrick Collins, Deputy District Attorney
21 Napa County District Attorney's Office
22 1250 Main Street, Suite 300
23 Napa, CA 94559
24 Patrick.Collins@countyofnapa.org

25 Christopher Dalbey, Sr. Deputy District Attorney
26 Santa Barbara County District Attorney's Office
27 1112 Santa Barbara Street
28 Santa Barbara, CA 93101
cdalbey@countyofsb.org

b. For Defendants:

Geoffrey T. Stover
James Kawahito
AXS Law Group LA LLP
6080 Center Drive, Suite 210
Los Angeles, CA 90045

1 geoff@axslawgroup.com
2 james@axslawgroup.com

3 Jeff Gutchess
4 AXS Law Group
5 2121 NW 2nd Ave., Suite 201
6 Miami, FL 33127
7 jeff@axslawgroup.com

8 **NO WAIVER OF RIGHT TO ENFORCE**

9 25. The failure of the People to enforce any provision of this Judgment shall neither be
10 deemed a waiver of such provision nor in any way affect the validity of this Judgment. The
11 failure of the People to enforce any such provision shall not preclude them from later enforcing
12 the same or any other provision of this Judgment. Except as expressly provided in this Judgment,
13 Defendants retain all defenses allowed by law to any such later enforcement.

14 **CHANGES IN THE LAW**

15 26. Nothing in this Judgment shall excuse Defendants from meeting any more
16 stringent requirement that may be imposed by applicable existing law or by any change in the
17 applicable law.

18 **LITIGATION EXPENSES AND FEES**

19 27. Except as set forth herein, the parties shall each pay their own filing fees,
20 attorney's fees, and all costs of investigation incurred to date.

21 **MODIFICATION OF JUDGMENT**

22 28. This Judgment may be modified only on noticed motion by a party with approval
23 of the Court, or upon written consent of the parties and the approval of the Court.

24 **ENTRY OF JUDGMENT**

25 29. The clerk is ordered to enter this Judgment forthwith.

26 ORDERED AND ADJUDGED at Los Angeles, California.

27 DATED: 05/26/2026



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JUDGE OF THE SUPERIOR COURT

Timothy Patrick Dillon / Judge

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POST-JUDGMENT NOTICE (Exhibit 1)

The Los Angeles Superior Court has entered a Judgment in *People v. MV Realty PBC, LLC et al.* (23STCV30464) to resolve claims brought by the California Attorney General’s Office, the Santa Barbara District Attorney’s Office, and the Napa County District Attorney’s Office that MV Realty violated state and federal consumer protection laws in the marketing and use of its “Homeowner Benefit Agreement” in California. The parties entered into a settlement agreement, which the Court issued as a Judgment.

You are receiving this notice because MV Realty’s records show that you entered into a Homeowner Benefit Agreement in California. Although the settlement is a law-enforcement action, not a class action lawsuit, please be aware that under the Judgment:

1. MV Realty is prohibited from collecting or accepting payment from homeowners relating to the Homeowner Benefit Agreement.
2. Your previous agreement with MV Realty is void and is no longer in effect. This means that you do not need to use MV Realty as a listing agent if you wish to sell your home now or in the future, and you do not need to pay them if you use a different real estate agent.
3. MV Realty is required to terminate any documents that it recorded on your home.
4. You do not owe MV Realty any money. You do not need to return any payment MV Realty made to you under the Homeowner Benefit Agreement.

If you have questions about this Judgment, you may contact the California Attorney General’s Office at <https://oag.ca.gov/contact/general-contact-form> and include the term “MV Realty settlement” in your submission.