

1
2
3
4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF MULTNOMAH

6 IN THE MATTER OF:

7 MV REALTY PBC, LLC, a foreign limited
8 liability company, MV REALTY HOLDINGS,
9 LLC, a foreign limited liability company, MV
10 REALTY OF OREGON LLC, an Oregon
11 limited liability company, MV BROKERAGE
12 OF OREGON LLC, an Oregon limited liability
13 company, MV RECEIVABLES I, LLC, a
14 foreign limited liability company, MV
RECEIVABLES II, LLC, a foreign limited
liability company, MV RECEIVABLES III,
LLC, a foreign limited liability company, MV
RECEIVABLES IV, LLC, a foreign limited
liability company, MV RECEIVABLES V,
LLC, a foreign limited liability company

15 Respondents.

Case No.

ASSURANCE OF VOLUNTARY
COMPLIANCE

ORS 20.140 - State fees deferred at filing

16
17 1.

18 MV Realty PBC, LLC, MV Realty Holdings, LLC, MV Realty of Oregon LLC, MV
19 Brokerage of Oregon LLC, MV Receivables I, LLC, MV Receivables II, LLC, MV Receivables
20 III, LLC, MV Receivables IV, LLC, and MV Receivables V, LLC (collectively “MV Realty” or
21 “Respondent”) do, or recently have done, business in Oregon and are the respondents herein.
22 This agreement is between Respondent and the Oregon Department of Justice, (“DOJ”), acting
23 pursuant to ORS 646.632.
24

25 ///

26 ///

PROCEDURE

2.

This Assurance of Voluntary Compliance (“AVC”) is a settlement of a disputed matter. DOJ has investigated and alleges multiple and separate violations of Oregon law, including under the Oregon Unlawful Trade Practices ORS 646.605 *et seq.*, the marketing and provision of real estate services, the recording of written instruments for unlawful purposes, indefinite listing rights, and improper recordation of liens. Defendants deny the allegations. The AVC shall not be considered an admission of a violation for any purpose. Respondent and DOJ agree that no provision of the AVC operates as a penalty, forfeiture, or punishment under the Constitution of the United States, under the Constitution of the State of Oregon, or under any other provision of law.

3.

Respondent waives a notice from the State of Oregon, pursuant to ORS 646.632(2), stating the alleged unlawful trade practices and the relief to be sought.

4.

Respondent understands and agrees that this AVC applies to Respondent and its principals, officers, directors, agents, employees, representatives, successors and assigns, jointly and severally, while acting personally, or through any corporation or other business entities, whose acts, practices, or policies are directed, formulated, or controlled by Respondent.

5.

Respondent agrees and understands that following acceptance of the AVC by DOJ, DOJ may communicate directly with Respondent for the purpose of executing and enforcing the terms

1 of this agreement, resolving future complaints, and conducting undercover investigations of
2 Respondent to the extent permitted by law.

3 6.

4 Respondent understands and agrees that if this AVC is accepted by DOJ, it will be
5 submitted to the Circuit Court of the State of Oregon for Multnomah County for approval, and, if
6 approved, will be filed with the court pursuant to ORS 646.632(2).
7

8 7.

9 Respondent waives any further notice of submission to and filing with the court of this
10 AVC. Respondent agrees to accept service of a conformed or court-certified copy by e-mail sent
11 to John Gekas, counsel for Respondent.

12 8.

13 Respondent understands that, in addition to any other sanction which may be imposed
14 under this AVC or under the law, violation of any of the terms of this AVC may result in
15 contempt of court proceedings, civil penalties of up to \$25,000 for each violation, and such
16 further relief as the court may deem appropriate. See: ORS 646.632(4), ORS 646.642(1) and
17 ORS 646.642(2).
18

19 9.

20 If monies which are ordered to be paid in this AVC are not paid timely, DOJ may convert
21 the AVC to a General Judgment, Money Award under ORS 646.632(2) without notice to
22 Respondent. Subject to the limitations provided herein, if any and/or one installment which is
23 ordered to be paid in this AVC is not paid timely, the total amount ordered to be paid in this
24 AVC shall become due and owing in full, and DOJ may convert the full amount ordered paid in
25 this AVC into a General Judgment, Money Award after ninety [90] days, pursuant to ORS
26

1 646.632(2). Respondent agrees a copy of the General Judgment, Money Award may be sent to
2 Respondent by prepaid first-class mail sent to the address(es) following Respondent's signature.

3 10.

4 The parties acknowledge that no other promises, representations, or agreements of any
5 nature have been made or entered into by the parties. The parties further acknowledge that this
6 AVC constitutes a single and entire agreement that is not severable or divisible, except that if
7 any provision herein is found to be legally insufficient or unenforceable, the remaining
8 provisions shall continue in full force and effect.
9

10 **REMEDIES**

11 11.

12 Respondent shall obey Oregon's Unlawful Trade Practices Act ("UTPA"), ORS 646.605
13 to ORS 646.656, all rules adopted pursuant to the UTPA, and the provisions of ORS 696.840
14 related to future-right-to-list contracts.
15

16 12.

17 Respondent shall not represent or imply that DOJ acquiesces or approves of
18 Respondent's past business practices, current efforts to reform their practices, or any future
19 practices which they may adopt or consider adopting. DOJ's decision to settle this matter or to
20 otherwise unilaterally limit current or future enforcement action does not constitute approval or
21 imply authorization for any past, present, or future business practice.
22

23 13.

24 Within 30 days of signing the AVC, MV Realty shall affirmatively cause the full and
25 unconditional release of all Homeowner Benefit Agreements and associated memoranda
26 recorded in Oregon on or before the date MV Realty signs this AVC, by recording, at its own

1 expense and without any further action required by the owner(s) of the affected property, the
2 necessary termination, satisfaction, and/or release for each consumer. The form and substance of
3 the termination, satisfaction, and/or release shall be approved by DOJ prior to recording, which
4 approval shall not be unreasonably withheld. In the event that individual circumstances arise
5 where such termination, satisfaction and/or release did not cause the full and unconditional
6 release of any Homeowner Benefit Agreement and/or memorandum recorded in Oregon, MV
7 Realty shall file with the applicable county recorder any additional document(s) required to
8 release that same Homeowner Benefit Agreement and/or memorandum within 30 days of
9 receiving a request from either DOJ or the owner of the affected property.
10

11 14.

12 MV Realty shall provide a copy of each termination, satisfaction, and/or release filed
13 pursuant to Paragraph 13 to DOJ and the affected property owner no later than 10 days after
14 recording. The copy shall reflect the date on which the document was recorded.
15

16 15.

17 MV Realty agrees that they have no remaining claim or interest in the real property
18 owned by any Oregon consumer and further agrees that any contract alleged to have been signed
19 by an Oregon consumer with MV Realty, including but not limited to any of its subsidiaries, is
20 void and unenforceable. MV Realty agrees that it will not in any way seek the return of any
21 promotional payment from any Oregon consumer.
22

23 16.

24 Respondent shall pay DOJ \$150,000, in \$10,000 increments, to be deposited into the
25 Department of Justice account established pursuant to ORS 180.095 and used by DOJ as allowed
26 by law. The first payment shall be due 270 days after Respondent signs this AVC. Each

1 subsequent payment shall be due 90 days thereafter. Unless otherwise instructed, Respondent
2 shall make payments by wire transfer in accordance with instructions provided by DOJ.
3 Distribution of the funds shall be in DOJ's sole discretion. Subject to the ability to cure a
4 deficient payment described below, DOJ shall waive \$60,000 of the \$150,000 if Respondent
5 makes nine timely payments of \$10,000.

6 17.

7
8 If Respondent fails to timely make a payment under Paragraph 16, DOJ shall provide
9 written notice of the deficiency to Respondent at the address following Respondent's signature.
10 MV Realty shall have 14 days to cure the deficient payment. If MV Realty fails to cure the
11 deficient payment, DOJ shall be entitled to a General Judgment, Money Award for the remaining
12 amount, as described in Paragraph 9.

13 18.

14
15 In addition to the payment described in Paragraphs 16 and 17 above, Respondent shall
16 pay the sum of \$500,000 within 30 days of its execution of this AVC to DOJ to be deposited into
17 the Department of Justice account established pursuant to ORS 180.095 and used by DOJ as
18 allowed by law. Unless otherwise instructed, payment shall be made by wire transfer in
19 accordance with instructions provided by DOJ.

20 The foregoing notwithstanding, DOJ agrees to suspend this \$500,000 payment as
21 described herein.

22
23 MV Realty represents under penalty of perjury that it does not have the financial means
24 to pay this amount. MV Realty has provided evidence of its financial condition to DOJ. DOJ's
25 agreement to suspend this amount is expressly premised upon the truthfulness, accuracy and
26 completeness of the financial information provided to DOJ.

1 The full amount of this \$500,000 payment will become due and payable to DOJ if it is
2 determined that that MV Realty failed to disclose any material assets, materially misstated the
3 value of any asset, made any other material misstatement or omission in the financial
4 representations to DOJ, or otherwise fails to comply with the terms of this AVC.

5 19.

6 The parties acknowledge and agree that upon Respondent's completion of its obligations
7 under Paragraphs 13 through 17, this AVC constitutes a full and final release by DOJ of
8 Respondent for any claim that could be brought by DOJ under the Unlawful Trade Practices Act
9 arising from conduct related to the Homeowner Benefit Program, Homeowner Benefit
10 Agreement, or the Memorandum of Homeowner Benefit Agreement through the date MV Realty
11 executes this AVC.
12

13 This AVC will not preclude or release any private right of action or Respondent's
14 defense(s) related to such private right of action. Nor shall the AVC be construed to release any
15 claims, including criminal, civil or administrative liability that are not expressly covered by the
16 release of the AVC, including, but not limited to state or federal antitrust claims, state or federal
17 securities claims, state or federal tax claims, claims asserted by the Oregon Real Estate
18 Commission, or any relief to which DOJ may be entitled by law or under this AVC as a result of
19 MV Realty's failure to comply with any provision herein.
20

21
22 **APPROVAL BY COURT**

23 APPROVED FOR FILING and SO ORDERED.
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Submitted by: Jordan M. Roberts, OSB #115010
Assistant Attorney General
Attorney for State of Oregon

[Parties' signature pages continued in the following pages]

1 **RESPONDENT'S SIGNATURE AND ACKNOWLEDGEMENT**

2 Respondent has read and understands this agreement and each of its terms. Respondent
3 agrees to each and every term.

4 **MV REALTY**

5 I, Antony Mitchell, being first duly sworn on oath, depose and say that
6 I am the CEO of the multiple entities
7 collectively referred to as MV Realty herein and am fully authorized and empowered to sign this
8 Assurance of Voluntary Compliance on behalf of MV Realty, and bind the same to the terms
9 hereon.

10 
Signature

11 Antony Mitchell
Print Name

12 Address: Wellington, Florida

13 SUBSCRIBED AND SWORN to before me this 4th day of NOVEMBER, 2025.



15 **BEVERLY F. GROSS**
Notary Public
State of Florida
Comm# HM207708
Expires 4/5/2026

16 Beverly F. Gross

17 Notary Public for ANTONY MITCHELL
My Commission Expires: 4/5/2026

18 **REVIEW BY COUNSEL**

19 APPROVED as to form this 5th day of November, 2025.

20 

21 John C. Gekas
Saul Ewing LLP
161 North Clark St. Suite 4200
Chicago, IL 60601
john.gekas@saul.com
(312) 876-7124

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

DAN RAYFIELD
Attorney General



Jordan Roberts OSB #115010
Assistant Attorneys General
Oregon Department of Justice
Economic Justice Section
100 SW Market Street
Portland, OR 97201
Ph: (971) 673-1880
Fax: (971) 673-1882
Email: jordan.m.roberts@doj.state.or.us

CERTIFICATE OF READINESS

This proposed ASSURANCE OF VOLUNTARY COMPLIANCE is ready for judicial signature because:

1. ☐ Each opposing party affected by this order has stipulated to the order, as shown by each opposing party's signature on the document being submitted.
2. ☒ Each opposing party affected by this order has approved the order, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
3. ☐ I have served a copy of this order on all parties entitled to service and provided written notice, and:
 - a. ☐ No objection has been served on me.
 - b. ☐ I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed with the court a copy of the objections I received and indicated which objections remain unresolved.
 - c. ☐ After conferring about objections, [role and name of opposing party] agreed to file any remaining objection with the court by [date].
4. ☐ Service is not required pursuant to subsection of UTCR 5.100(3) or by statute, rule, or otherwise.
5. ☐ This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims Assistance Section as required by UTCR 5.100(5).
6. ☐ This is an initial Complaint and counsel for defendants have not yet entered an appearance.

DATED November 5, 2025.



Jordan M. Roberts, OSB #115010
Assistant Attorney General
Oregon Department of Justice
Economic Justice Section
Email: Jordan.M.Roberts@doj.oregon.gov