

**IN THE SUPERIOR COURT OF FULTON COUNTY  
 STATE OF GEORGIA**

STATE OF GEORGIA <i>ex rel.</i>	)	
CHRISTOPHER M. CARR,	)	
Attorney General State of Georgia,	)	
	)	CIVIL ACTION FILE NO.
Plaintiff,	)	
	)	24CV001338
vs.	)	
	)	
MV REALTY PBC, LLC, MV REALTY	)	
HOLDINGS, LLC, MV REALTY OF	)	
GEORGIA, LLC, MV BROKERAGE OF	)	
GEORGIA, LLC, MV REALTY	)	
RECEIVABLES I, LLC, MV RECEIVABLES	)	
II, LLC, MV RECEIVABLES III, LLC, and	)	
ANTONY MITCHELL, AMANDA	)	
ZACHMAN, and DAVID MANCHESTER,	)	
Individually,	)	
	)	
Defendants.	)	

**ORDER GRANTING PLAINTIFF’S MOTION  
 FOR PARTIAL SUMMARY JUDGMENT**

Before the Court is Plaintiff State of Georgia *ex rel.* Christopher M. Carr, Attorney General State of Georgia’s (“Plaintiff’s”) Motion for Partial Summary Judgment (the “Motion”).

After consideration, the Court finds as follows:

1. On January 30, 2024, Plaintiff filed a Complaint for Injunctive Relief, Civil Penalties, Restitution, and Other Equitable Relief (“Complaint”) alleging numerous violations of the Georgia Fair Business Practices Act, O.C.G.A. § 10-1-390 *et seq.* (“FBPA”) by Defendants.
2. On October 11, 2024, Plaintiff filed the Motion, Plaintiff’s brief in support of the Motion, Plaintiff’s statement of undisputed material facts, the affidavit of Dawn Bae with exhibits

1-47 attached thereto, the affidavit of Stephen Parker with exhibits 1-7 attached thereto, and the affidavit of Jacquelyn L. Kneidel with exhibit 1 attached thereto.

3. The Motion seeks partial summary judgment on Counts I and V and summary judgment on Counts III and IV of Plaintiff's Complaint against MV Realty PBC, LLC, MV Realty Holdings, LLC, MV Realty of Georgia, LLC, MV Brokerage of Georgia, LLC, MV Realty Receivables I, LLC, MV Receivables II, LLC, and MV Receivables III, LLC (collectively, "MV Realty" or "Entity Defendants") and requests permanent injunctive and monetary relief against MV Realty.
4. On November 27, 2024, MV Realty filed a memorandum of law in support of its opposition to the Motion, MV Realty's statement of disputed material facts, the affidavit of Antony Mitchell with no exhibits attached thereto, the affidavit of David Manchester with Exhibit A attached thereto, the affidavit of Melinda Vega with no exhibits attached thereto, and the Affidavit of Angela C. de Cespedes with Exhibits A and B attached thereto.
5. On December 12, 2024, this Court issued an order allowing Plaintiff to file a reply brief and response to MV Realty's statement of material facts.
6. On January 9, 2025, Plaintiff filed a reply to MV Realty's opposition to the Motion and a response to MV Realty's statement of material facts.
7. After review of the entire summary judgment record, the Court finds that there are no disputes of genuine issues of material fact and that the record and controlling law dictate that Plaintiff's Motion for Partial Summary Judgment is GRANTED as follows:

**A. The Entity Defendants Are Engaged in a Common Enterprise.**

8. MV Realty's Homeowner Benefit Program ("HBP") required Georgia consumers to sign two separate agreements, a Homeowner Benefit Agreement ("HBA") and a Memorandum of Homeowner Benefit Agreement ("Memorandum").
9. MV Realty PBC, LLC ("MV Realty PBC") promoted and advertised the HBP to Georgia consumers and originated HBAs in Georgia.
10. MV Realty of Georgia, LLC ("MV Realty of Georgia") and MV Brokerage of Georgia, LLC ("MV Brokerage of Georgia") also originated HBAs in Georgia.
11. MV Realty PBC, both by itself and through MV Realty of Georgia and MV Brokerage of Georgia, began operating the HBP and offering HBAs to homeowners in Georgia in February, 2020.
12. MV Realty PBC, MV Realty of Georgia, and MV Brokerage of Georgia originated no fewer than 3,371 HBAs in Georgia and caused no fewer than 3,306 Memorandums to be recorded in Georgia.
13. MV Realty has not entered into any new HBAs and/or Memorandums with Georgia consumers since November 2022.
14. MV Realty PBC, acting through affiliates or subsidiaries doing business in different states, contracted with homeowners to provide an upfront cash payment in return for the homeowner's agreement to use an affiliate of MV Realty PBC as their real estate agent.
15. MV Realty Holdings, LLC ("MV Realty Holdings") is the sole owner of MV Realty PBC and is a guarantor of a credit facility.
16. MV Realty Receivables I, LLC, MV Receivables II, LLC, and MV Receivables III, LLC (hereinafter, respectively "MV Receivables I", "MV Receivables II" and "MV

Receivables III” and collectively, the “MV Receivables Entities”) own or hold an interest in HBAs originated in Georgia.

17. MV Receivables II is a borrower under a credit facility.
18. MV Realty PBC devised the 40-year term to allow for a sufficient number of sales, with MV Realty PBC or an affiliate acting as the listing pursuant to the HBA, to generate a positive return on MV Realty PBC’s investment.
19. Homeowners are obligated to pay money to MV Realty PBC when they sell their properties with the assistance of MV Realty PBC or one of its affiliates or when they breach the HBA.
20. MV Realty PBC, MV Holdings, MV Realty of Georgia, and MV Receivables II obtained financing via a credit agreement from Monroe Capital to facilitate and expand the HBP in Georgia and HBAs and Memorandums were pledged as collateral for the credit facility (the “Credit Agreement”).
21. The Credit Agreement shows that MV Receivables II executed it as the borrower, MV Realty of Georgia as a guarantor, MV Realty PBC as parent, and MV Realty Holdings as holdings.
22. Antony Mitchell signed the Credit Agreement on behalf of these entities, and additional MV Realty entities not named in the Complaint, as each entity’s president, with the exception of MV Realty PBC, where Antony Mitchell signed as CEO.
23. The MV Realty entities that executed the Credit Agreement committed to not permitting any of their subsidiaries to engage in any line of business that was substantially different from MV Receivables II’s line of business, other than any line of business that was ancillary to MV Receivables II’s line of business or that was a logical extension thereof.

24. On September 22, 2023, MV Realty PBC, MV Realty Holdings, MV Brokerage of Georgia, MV Receivables II, and MV Receivables III filed a consolidated chapter 11 bankruptcy case.
25. Each Entity Defendant named in Plaintiff's Complaint was an integral part of MV Realty's business venture, and Mitchell had common control over the Entity Defendants.
26. The Entity Defendants operated as a "maze of integrated business entities" or a "common enterprise," and thus each Entity Defendant is liable for each other's actions. Summary judgment is entered against each Entity Defendant as ordered below.
- B. Plaintiff Is Entitled to Summary Judgment on Counts I and V Because MV Realty's Online Advertisements Are Deceptive.**
27. Plaintiff alleged in Count I of the Complaint that MV Realty made false and misleading advertising representations to Georgia consumers about its HBP, in violation of the FBPA, O.C.G.A. § 10-1-393(a).
28. Plaintiff alleged in Count V the Complaint that MV Realty utilized the internet to make false and misleading advertising representations to Georgia consumers about its HBP, in violation of the FBPA, O.C.G.A. § 10-1-393.5(b)(2).
29. MV Realty has utilized various websites, Google advertisements, and social media to disseminate representations about the HBP that were visible to Georgia consumers.
30. MV Realty's website, Google advertisements, and social media accounts omitted material terms about the HBP, including that: (1) the agreement has a 40-year term, is binding on heirs and contains an early termination fee; (2) a Memorandum would immediately be recorded in the real property records under the guise that the contact was a covenant running with the land; and/or (3) the recorded Memorandum would operate as a lien, restriction, or encumbrance that would cloud consumers' title.

31. Because MV Realty's website, Google advertisements, and social media accounts omitted material terms about the HBP, they were likely to mislead consumers acting reasonably under the circumstances.
32. Each Google advertisement and social media post attached as Exhibits 14-15 to the affidavit of Dawn Bae in support of the Motion is deceptive in violation of the FBPA, O.C.G.A. §§ 10-1-393(a) and 393.5(b)(2), because each omitted material terms about the HBP, including that: (1) the agreement has a 40-year term, is binding on heirs and contains an early termination fee; (2) a Memorandum would immediately be recorded in the real property records under the guise that the contact was a covenant running with the land; and (3) the recorded Memorandum would operate as a lien, restriction, or encumbrance that would cloud consumers' title.
33. From April 4, 2020, through at least October 10, 2024, MV Realty's website was deceptive in violation of the FBPA, O.C.G.A. §§ 10-1-393(a) and 393.5(b)(2), because it omitted material terms about the HBP, including that: (1) the agreement has a 40-year term, is binding on heirs and contains an early termination fee; (2) a Memorandum would immediately be recorded in the real property records under the guise that the contact was a covenant running with the land; and/or (3) the recorded Memorandum would operate as a lien, restriction, or encumbrance that would cloud consumers' title.
34. MV Realty's online advertisements omitted numerous material terms and conditions to the HBP, and the omissions were likely to mislead consumers acting reasonably under the circumstances.

35. MV Realty's online advertisements were deceptive as a matter of law, and the practice of disseminating the advertisements was a deceptive practice that violated O.C.G.A. § 10-1-393(a). Summary Judgment as to Count I of the Complaint is hereby GRANTED.

36. MV Realty's practice of using the internet to disseminate the deceptive advertisements separately violated O.C.G.A. § 10-1-393.5(b)(2). Summary Judgment as to Count V of the Complaint is hereby GRANTED.

**C. Plaintiff Is Entitled to Summary Judgment on Count III Because MV Realty Unfairly Clouds Consumers' Title to Their Homes.**

37. Plaintiff alleged in Count III of the Complaint that MV Realty unfairly recorded Memorandums in violation of the FBPA, O.C.G.A. § 10-1-393(a).

38. MV Realty's Memorandums are nonconforming liens not eligible for filing and recording under O.C.G.A. § 44-14-320(b)(1).

39. Neither MV Realty's HBAs nor its Memorandums are covenants running with the land because the HBA is a personal services contract and does not affect the nature, quality, or value of the consumer's property, and therefore the Memorandums were not recordable in the real property records as such.

40. MV Realty's practice of recording Memorandums was contrary to public policy.

41. MV Realty's recorded Memorandums cause substantial injury to Georgia consumers because they constitute an immediate and ongoing title defect.

42. MV Realty's practice of recording Memorandums could not reasonably be avoided by consumers because this practice was not disclosed to Georgia consumers and was not authorized under Georgia law.

43. MV Realty's practice of recording Memorandums is not outweighed by countervailing benefits to consumers or to competition because there is no benefit to consumers or

competitors in MV Realty's law violations and consumers should not be expected to avoid a company's unlawful conduct.

44. MV Realty's practice of unlawfully recording the Memorandum is an unfair practice in violation of the FBPA, O.C.G.A. § 10-1-393(a). Summary Judgment as to Count III of the Complaint is hereby GRANTED.

45. Each of the 3,306 Memorandums that MV Realty recorded constitutes a violation of the FBPA, O.C.G.A. § 10-1-393(a).

**D. Plaintiff Is Entitled to Summary Judgment on Count IV Because MV Realty Unfairly Collects Early Termination Fees from Georgia Consumers.**

46. Plaintiff alleges in Count IV of the Complaint that MV Realty unfairly collects early termination fees in violation of the FBPA, O.C.G.A. § 10-1-393(a).

47. MV Realty's early termination fee ("ETF") is calculated as 3% of the greater of the estimated value of the home at the time the HBA is executed or the fair market value at the time of the breach.

48. The harm to MV Realty in the event of a breach of an HBA is easily calculated as the amount of the upfront payment it pays to consumers, referred to as the "Promotion Fee" in the HBAs.

49. MV Realty's ETF was intended to penalize consumers, as demonstrated by MV Realty's characterization of the HBAs to investors and how it went about enforcing its HBAs, i.e. by filing foreclosure actions and *lis pendens* against Georgia consumers.

50. MV Realty's ETF is not a reasonable pre-estimate of its probable loss in the event of a breach because it is patently unreasonable for residential real estate agents to take a 3% commission when that agent has taken no efforts to sell the property.



51. MV Realty's ETFs are therefore unenforceable penalties under Georgia law. *See Sexton v. Sewell*, 351 Ga. App. 273, 284-86 (2019).
52. MV Realty's unlawful practice of collecting ETFs causes substantial injury to Georgia consumers.
53. MV Realty's unlawful practice of collecting ETFs could not reasonably be avoided by consumers because this practice was not disclosed to Georgia consumers and was done in violation of Georgia law.
54. MV Realty's unlawful practice of collecting ETFs is not outweighed by countervailing benefits to consumers or to competition because there is no benefit to consumers or competitors in MV Realty's law violations and consumers should not be expected to avoid a company's unlawful conduct.
55. MV Realty's unlawful practice of collecting ETFs, done in violation of Georgia law, is an unfair practice in violation of the FBPA, O.C.G.A. § 10-1-393(a). Summary Judgment as to Count IV is hereby GRANTED.
56. Each ETF MV Realty collected constitutes a violation of the FBPA, O.C.G.A. § 10-1-393(a).

WHEREFORE, having found that the Entity Defendants violated the FBPA as set forth above, and pursuant to the provisions of O.C.G.A. § 10-1-397(b), the Court in its discretion ORDERS that the Entity Defendants are immediately and permanently enjoined and prohibited from:

1. Recovering or attempting to recover any commission, early termination fee or penalty relating to a HBA signed by a Georgia homeowner;
2. Enforcing or attempting to enforce any HBA signed by a Georgia homeowner;

3. Entering any new HBAs with Georgia consumers;
4. Asserting or representing to any consumer, homeowner, title agent, real estate agent, closing attorney, lender, prospective purchaser, or in any legal action or arbitration proceeding involving a Georgia consumer who has signed an HBA, that MV Realty holds any enforceable property interest, lien, memorandum, or any other encumbrance or cloud on title to any Georgia consumer's property;
5. Filing or causing to be indexed a *lis pendens* against the home of any Georgia consumer who signed an HBA;
6. Recording any Memorandum or any other document which provides public notice of an HBA, or otherwise encumbers, restricts, or clouds title on any Georgia consumer's property; and
7. Selling, assigning, or in any way transferring any Georgia HBA held by MV Realty.

The Court further ORDERS that:

8. MV Realty shall record, or cause to be recorded, unconditional terminations of all Memorandums they have recorded on any Georgia consumer's property, at MV Realty's sole cost and using the same form of termination used previously in Georgia by MV Realty, by the earlier of:
  - a. Fourteen (14) days of the date of this Order; or
  - b. Within two (2) days of notification from any Georgia homeowner, title agent, real estate agent, closing attorney, lender, or prospective purchaser who requires a termination to be recorded in Georgia to proceed with any transaction related thereto.

9. MV Realty shall record, or cause to be recorded, terminations of any *lis pendens* they have recorded in the real property record against the property of any Georgia consumer who signed an HBA.
10. MV Realty shall dismiss all lawsuits they have pending against Georgia consumers.
11. MV Realty shall cease advertising the Homeowner Benefit Program and MV Realty's real estate services to Georgia consumers through their websites, via telephone calls, via emails, or via any other method.
12. MV Realty shall pay restitution to all Georgia consumers who have paid an ETF in whole or in part, in the full amount of the ETF paid within fourteen (14) days of the date of this Order.
13. Within ten (21) days of the date of this Order, MV Realty shall provide Plaintiff with: a) a complete list of ETFs paid by Georgia HBA consumers; and b) proof that all ETFs have been returned to Georgia consumers.
14. An evidentiary hearing will be scheduled to determine civil penalties.

SO ORDERED this 28th day of August, 2025.



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Judge Emily K. Richardson  
Superior Court of Fulton County

**Filed and served via e-File GA.**