

DISTRICT COURT ADAMS COUNTY COLORADO 1100 Judicial Center Drive Brighton, CO 80601 <hr/> STATE OF COLORADO, <i>ex. rel.</i> , PHILIP J. WEISER, ATTORNEY GENERAL Plaintiff, v. MV REALTY OF COLORADO, LLC; MV REALTY PBC, LLC, ANTONY MITCHELL Defendants.	DATE FILED March 23, 2026 11:34 AM FILING ID: E51A945794353 CASE NUMBER: 2025CV30655 <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
	Case No. 2025CV30655 Div.: A
STIPULATED CONSENT JUDGMENT	

Comes Now the Plaintiff, Philip J. Weiser, Attorney General for the State of Colorado (“Attorney General”) in his official law enforcement capacity, and Defendants MV Realty PBC, LLC, MV Realty of Colorado, LLC (collectively “MV Realty”) and Antony Mitchell (collectively the “Defendants”) who jointly submit this Stipulated Consent Judgment. Plaintiff and Defendants submit this stipulation to resolve all claims brought by the Attorney General in this case.

The Court, being fully advised in this matter, FINDS, CONCLUDES, AND ORDERS:

1. The Court has jurisdiction over the parties and the subject matter of the lawsuit under the grounds alleged by the Attorney General in the Complaint.

A. Definitions

2. Unless otherwise stated herein, all terms in this Consent Judgment shall have the same meaning as used in the Colorado Consumer Protection Act, § 6-1-101, *et. seq.* If a term is undefined in this Consent Judgment and undefined in the CCPA, then it shall have the same meaning it has under Colorado law on the Effective Date.

3. The following specific terms shall have the following meanings as used in this Consent Judgment:

- a. “Colorado Consumer Protection Act” or “CCPA” means Colo. Rev. Stat. §§ 6-1-101 to 6-1-1707.
- b. “Covered Conduct” means any activities that are related to subject areas of the Attorney General’s claims in the First Amendment Complaint in this case including the sale and execution of Future Broker Engagement Contracts, unfair and deceptive sales tactics, and unreasonable and unfair conduct related to the sale and provision of real estate brokerage services that are alleged to have taken place prior to the Effective Date.
- c. “Effective Date” means the date that the Court enters this Consent Judgment as an order of the Court.
- d. “Future Broker Engagement Contract” means the contract marketed and used by Defendants in Colorado in which the owner of a residential property agrees to pay MV Realty of Colorado, LLC valuable consideration for providing real estate services in the future, including but not limited to documents titled “Exclusive Right to List and Sell Agreement” or

informally referred to as a Homeowner Benefit Agreement.

- e. “Memorandum of Understanding” means any document that was recorded in the title record of a homeowner’s property after the homeowner entered a Future Broker Engagement Contract, including but not limited to documents titled “MEMORANDUM OF UNDERSTANDING/NOTICE.”
- f. “Released Claims” shall have the meaning assigned to it in paragraph 5 of this Consent Judgment.
- g. “Released Parties” includes MV Realty PBC, LLC, MV Realty of Colorado LLC, Antony Mitchell and any current or former directors, officers, agents, attorneys, employees of those entities, and/or independent contractors that were involved in the sale of a Future Broker Engagement Contract or brokerage services on behalf of MV Realty.

B. General Provisions

4. Scope of Judgment - The provisions of this Consent Judgment are entered into pursuant to the CCPA.

5. Release of Claims - The Attorney General acknowledges that this Consent Judgment constitutes a complete settlement and release of all claims under the CCPA against the Released Parties, with respect to all claims, causes of action, damages, restitution, fines, costs, and penalties that the Attorney General asserted or could have asserted under the CCPA or other statute that the Attorney General has the authority to bring a law enforcement action to enforce, which relates to the Covered Conduct and that arose prior to the Effective Date (“Released Claims”). Notwithstanding any term of this

Consent Judgment, any and all of the following forms of liability are specifically reserved and excluded from the release contained herein:

- a. Any criminal liability that any person or entity, including Defendants or any Released Party, has or may have to the State of Colorado;
- b. Any civil or administrative liability that any person or entity, including Defendants and those working in conjunction with Defendants, may have to the State of Colorado under any statute, regulation, or rule not expressly released here, including but not limited to:
 - i. State or federal antitrust violations;
 - ii. State or federal securities violations; or
 - iii. Federal, state, or local tax liability.

6. Liability – All parties are entering into this Consent Judgment for the purpose of compromising and resolving all of the disputed claims and to avoid the expense of further litigation and without adjudication of any issue of fact or law or finding of liability of any kind, to settle and resolve all matters in dispute arising from the conduct alleged in the First Amended Complaint. Nothing in this Consent Judgment shall be construed or deemed to be an admission by Defendants of any wrongdoing or any violation of state or federal law or regulation. Defendants expressly deny any liability or wrongdoing and are entering into this Consent Judgment to avoid further inconvenience and the costs of potential litigation.

7. Preservation of Law Enforcement Action – Nothing herein precludes the Attorney General from enforcing the provisions of this Consent Judgment, or from

pursuing any law enforcement action with respect to the acts or practices of Defendants not covered by the Complaint and this Consent Judgment, or any acts or practices of Defendants conducted after the entry of this Consent Judgment.

8. Compliance With and Application of State Law – This Consent Judgment does not relieve Defendants of their duty to comply with applicable laws of the State of Colorado nor does it constitute authorization by the Attorney General for Defendants to engage in acts and practices prohibited by such laws. This Consent Judgment shall be governed by the laws of the State of Colorado.

9. Non-Approval of Conduct – Nothing in this Consent Judgment constitutes approval by the Attorney General of Defendants’ past or future business practices. Defendants shall not make any representation contrary to this paragraph.

10. Third-Party Rights and Claims – This Consent Judgment shall not be construed as a waiver of any rights that any person may have to pursue a private right of action or allege any claim against Defendants. In addition, this Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Defendants in any other action, of Defendants’ right to defend itself from, or make arguments in, any private individual or class action claims or suits, or any other governmental or regulatory investigations or suits, relating to the subject matter or terms of this Consent Judgment.

11. This Consent Judgment is for the benefit of the parties only and does not create or confer rights or remedies upon any other person, including rights as a third-party beneficiary. This Consent Judgment does not create a private right of action on the

part of any person or entity, whether to enforce this Consent Judgment or otherwise, other than the parties hereto and their successors in interest.

12. Use of Settlement as Defense – This Consent Judgment does not prevent the Attorney General from taking enforcement action to address conduct occurring after the entry of this Consent Judgment that the Attorney General believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Consent Judgment is not a defense to any such enforcement action.

13. Use of Settlement in Business Activity – Under no circumstances shall this Consent Judgment, the name of the Attorney General, or the names of any of the Attorney General's employees or representatives be used by Defendants or any of their employees, representatives, or agents as an endorsement of any conduct.

14. Retention of Jurisdiction – This Court retains jurisdiction over this matter for the purpose of enabling any party to this Consent Judgment to apply to the Court at any time for any further orders which may be necessary or appropriate for the construction, modification or execution of this Consent Judgment, and for the enforcement of compliance herewith and the punishment of violations hereof.

15. Contempt – The Parties understand and agree that a finding of any violation of any term or provision of this Consent Judgment may give rise to all contempt remedies available to the Court, including those provided under C.R.S § 6-1-112(1)(b).

16. Execution in Counterparts – This Consent Judgment may be executed in counterparts.

17. Severability – If any provision(s) of this Consent Judgment is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. Attorney General's Successors in Interest – The terms and provisions of this Consent Judgment may be enforced by the current Colorado Attorney General, and by any of the Attorney General's authorized agents or representatives, as well as by any subsequent Colorado Attorney General or their agents, or representatives.

19. Defendants' Successors in Interest – The terms of this Consent Judgment apply to Defendants, their successors, assigns, and past and present directors, officers, employees, representatives, principals, affiliates, parents, subsidiaries, operating companies, predecessors, divisions or other internal organizational units of any kind or any other entities or persons acting in concert or participation with Defendants. In no event shall assignment of any right, power, or authority under this Consent Judgment avoid compliance with this Consent Judgment.

20. Admissibility – This Consent Judgment is made without trial or adjudication of any issues of fact or law or finding of liability of any kind. No part of this Consent Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Defendants. Notwithstanding the foregoing, the Attorney General may file an action to enforce the terms of this Consent Judgment and/or use the Consent Judgment for the purposes set forth in § 6-1-110(2), C.R.S.

21. Headings – Any headings or subheadings used in this Consent Judgment are only for reference and do not affect the substantive provisions or interpretation of this Consent Judgment.

22. No Waiver – The failure of any party to exercise any rights under this Consent Judgment shall not be deemed a waiver of any right or future rights.

23. Entire Agreement – This Consent Judgment represents the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Judgment that are not in this Consent Judgment. In any action undertaken by the parties, no prior versions of this Consent Judgment and no prior versions of any of its terms that were not entered by the Court in this Consent Judgment may be introduced for any purpose whatsoever.

24. Attorneys' Fees and Costs – Subject to C.R.S. § 6-1-113(4), each party shall bear its own attorney's fees and costs in connection with the investigation and enforcement of this Consent Judgment.

25. Amendment – This Consent Judgment may be modified only on noticed motion by a party with approval of the Court, or upon written consent of the parties and the approval of the Court.

26. Compliance with Other Laws – Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment shall be construed as relieving Defendants of their obligation to comply with all state and federal laws, regulations or rules, or

granting permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

27. Representations and Warranties – Defendants represent that they have the present ability to comply with their obligations under this Consent Judgment. The Attorney General relies on these representations as a material inducement to resolve this matter and enter into a final settlement.

28. Time to Review - Defendants acknowledge that they have thoroughly reviewed this Consent Judgment, that they understand and agree to its terms, and that they agree that it shall be entered as an Order of this Court.

29. Notice – Whenever Defendants shall provide notice or any other documents to the Attorney General under this Consent Judgment, that requirement shall be satisfied by sending notice to:

FOR THE ATTORNEY GENERAL:

Brady Grassmeyer
Conor Kruger
1300 Broadway, 9th Floor
Denver, Colorado 80203
Brady.Grassmeyer@coag.gov
Conor.Kruger@coag.gov

FOR THE DEFENDANTS

Jordan C. May, Esq.
Frascona, Joiner, Goodman and Greenstein, P.C.
4750 Table Mesa Dr.
Boulder, CO 80305
jordan@frascona.com

C. Injunctive Terms

30. Beginning on the Effective Date, Defendants shall make no claim and take no action to enforce any provision of any Future Broker Engagement Contract with any Colorado consumer.

31. By entering into this Consent Judgment, Defendants affirmatively state that any Future Broker Engagement Contract that Defendants have or might have with any Colorado consumer are void and unenforceable. Defendants will take no action to collect any money whatsoever from any Colorado consumer that is subject to a Future Broker Engagement Contract, including but not limited to an early termination fee, real estate commission, or return of a promotional fee or other opt-out payment.

32. Within 35 days of the Effective Date, Defendants shall:

- a. Affirmatively submit for recording a full and unconditional termination of every Memorandum of Understanding that is recorded in the title record of any real property within the State of Colorado; and
- b. Record any other documentation necessary to terminate the Memorandum of Understanding with the clerk and recorder of every county where real property encumbered by a Memorandum of Understanding is located.

33. Defendants shall perform their obligations in paragraph 32 of this Consent Judgment at their own cost without any further action required by the owner of the affected real property.

34. For the avoidance of doubt, Defendants may satisfy their obligations in paragraph 32 of this Consent Judgment by filing one termination per county in the county

records where subject properties are located, so long as the county-specific termination contains the recording date, relevant address, and original reception number of every Memorandum of Understanding in that county.

35. No later than 35 days following the Effective Date, Defendants shall, in writing, notify the homeowner of any property encumbered by a Future Broker Engagement Contract or Memorandum of Understanding that their Future Broker Engagement Contract and the memorandum recorded in their property's title record have been terminated. Defendants may comply with this paragraph by sending emails to homeowners. The written notice must not contain any solicitation that MV Realty is available to assist with a home sale or any other representation that MV Realty can provide any type of real estate service or consultation about any real estate transaction to the owner.

36. No later than 49 days after the Effective Date, Defendants shall provide the Attorney General with a copy of each termination they recorded pursuant to paragraph 32 of this Consent Judgment. For avoidance of doubt, Defendants may comply with this paragraph by providing a non-certified or electronic copy of the recording, provided that the copy contains a county clerk reception number or other information sufficient to confirm that the termination was recorded in the property's title record.

37. Defendants shall have no remaining claim or interest in the real property owned by any Colorado consumer.

38. If within the 35 days following the Effective Date, Defendants become aware that a Colorado consumer who is a party to a Future Broker Engagement Contract is

selling their home, Defendants shall provide the termination of the Memorandum of Understanding within 48 hours after being contacted by any person in connection with that home sale. If necessary, Defendants shall work with any title company, real estate agent, or other person to terminate the Memorandum of Understanding on that consumer's property.

39. No later than 3 days following the Effective Date, Defendants shall dismiss any legal or equitable claims in which the basis of the Defendants' claim(s) is their right to collect money under a Future Broker Engagement Contract or a Memorandum of Understanding.

40. Beginning on the Effective Date, Defendants shall not perform any professional service that is governed by article 12, title 10 of the Colorado Revised Statutes in Colorado.

D. Monetary Provisions

41. In exchange for the release provided in this Consent Judgment, MV Realty PBC, LLC shall pay a total of \$600,000, which shall be held in the Attorney General's sole discretion for the payment of consumer restitution, reimbursement of attorneys' fees and costs, for consumer or creditor educational purposes, for further consumer credit or consumer protection enforcement purposes, or other public welfare purposes. This \$600,000 payment shall be payable on the following schedule:

- a. \$230,000 paid within 182 days of the Effective Date;
- b. an additional \$370,000 paid within 365 days of the Effective Date.

42. Defendant Antony Mitchell shall be personally, jointly and severally, liable for \$30,000 of the payment due from MV Realty PBC, LLC described in paragraph 41(a) of this Consent Judgment.

43. At the appropriate time as required under IRS regulations, the State shall complete and timely file a Form 1098-F with the Internal Revenue Service (“IRS”) that identifies \$600,000 of the settlement amount to be paid to the State as compensatory restitution and remediation within the meaning of 26 U.S.C. § 162(f)(2)(A) and the Treasury Regulations promulgated thereunder. The State shall also timely furnish Copy B of such Form 1098-F (or an acceptable substitute) to Defendants. Defendants shall cooperate with the State and provide all pertinent information needed for the State to timely complete an IRS Form 1098-F, including relevant Tax Identification Numbers.

44. In addition to the payments identified in paragraph 41 of this Consent Judgment, MV Realty PBC, LLC shall pay a civil penalty in the amount of \$450,000, the total amount of which is suspended so long as Defendants comply with paragraph 46 of this Consent Judgment. If Defendants fail to comply with paragraph 46 of this Consent Judgment, the civil penalty of \$450,000 shall be immediately due and the Attorney General may use any legal means to collect the judgment.

45. In addition to the payments identified in paragraph 41 of this Consent Judgment, MV Realty PBC, LLC shall pay attorney’s fees in the amount of \$50,000, the total amount of which is suspended so long as Defendants comply with paragraph 46 of this Consent Judgment. If Defendants fail to comply with paragraph 46 of this Consent

Judgment, the attorney's fees of \$50,000 shall be immediately due and the Attorney General may use any legal means to collect the judgment.

46. The civil penalties and attorney's fees in paragraphs 44-45 of this Consent Judgment are suspended on the condition that:

- a. MV Realty PBC, LLC timely pays the amounts due in paragraph 41 of this Consent Judgment;
- b. Defendant Antony Mitchell timely pays the amounts due in paragraph 42 of this Consent Judgment;
- c. Defendants do not engage in any acts or practices that violate the Colorado Consumer Protection Act or this Consent Judgment.

E. Enforcement of Consent Judgment

47. This Consent Judgment shall operate as an injunction issued under § 6-1-110(1), C.R.S., which shall be enforceable through any procedure allowed by law.

48. In any action brought by the Attorney General to enforce this Consent Judgment, Defendants consent to personal and subject matter jurisdiction in District Court for Colorado's Seventeenth Judicial District. Defendants further consent to domestication of any judgment related to violations of this Consent Judgment in any court within the United States of America. This Consent Judgment is governed by the laws of the State of Colorado.

49. The Attorney General may assert any claim that Defendants have violated this Consent Judgment to enforce compliance with this Consent Judgment or may seek any other relief afforded by law for violations of the Consent Judgment. In the event

Defendants fail to comply with any injunctive provision of this Consent Judgment, the Attorney General shall provide Defendants with a written notice as to any such noncompliance, and Defendants shall be afforded a 7 day cure period upon the receipt of such written notice within which to cure any noticed noncompliance, except that notice will not be required if the Attorney General determines, in his sole discretion, that the potential violation of the Consent Judgment threatens the health, safety, financial security, or welfare of the public.

50. Nothing in this Section E prevents the Attorney General from pursuing all available remedies allowed by law including, but not limited to, those remedies allowed by C.R.S. § 6-1-112(1)(b) and/or a judgment of contempt, for any violation of this Consent Judgment. The Attorney General may be entitled to attorney's fees pursuant to C.R.S. § 6-1-113(4) if he is successful in proving a violation of this Consent Judgment.

51. Nothing in this Section E limits any rights the Attorney General may have to serve a civil investigative demand or take any other investigatory action authorized by Colorado law except that the Attorney General may not serve a civil investigative demand related to Covered Conduct. Nothing in this section shall limit any applicable defenses Defendants may have to respond to any subpoena or investigatory action.

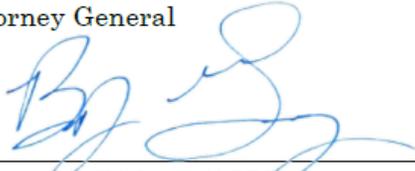
APPROVED FOR FILING and SO ORDERED, this _____ day of March, 2026.

District Court Judge
Second Judicial District

Approved as to form:

Attorneys for Plaintiff:

PHILIP J. WEISER
Attorney General



Lauren M. Dickey, 45773*
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/s/ Jordan C. May

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Caroline W. Young, # 56518