

CASE NO: A-26-944402-B  
Department 13

1 **AD**  
2 AARON D. FORD  
3 Attorney General  
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5 Consumer Advocate  
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16 *Attorneys for Plaintiff, State of Nevada*  
17 *Office of the Attorney General*  
18 *Nevada Consumer Affairs Unit*

12 **DISTRICT COURT**  
13 **CLARK COUNTY, NEVADA**

14 IN THE MATTER OF: ) CASE NO.:  
15 ) DEPT NO.:  
16 )  
17 MV Realty PBC, LLC; MV Realty Holdings, LLC; )  
18 MV Realty of Nevada, LLC; MV Receivables I, LLC;) )  
19 MV Receivables II, LLC; MV Receivables III, LLC; )  
20 MV Receivables IV, LLC; MV Receivables V, LLC. )  
21 ) **BUSINESS COURT REQUESTED**  
22 Respondents. ) **ARBITRATION EXEMPTION—Action in Equity**

20 **ASSURANCE OF DISCONTINUANCE**

21 **WHEREAS**, in consideration of their mutual agreements to the terms below, this  
22 Assurance of Voluntary Discontinuance (“AOD” or “Assurance”), is made and entered into  
23 by and between the State of Nevada, Office of the Attorney General, and the Nevada  
24 Department of Business and Industry Nevada Consumer Affairs Unit, acting in the name  
25 of the State of Nevada (“State of Nevada” or “State”), and MV Realty PBC, LLC, MV Realty  
26 Holdings, LLC, MV Realty of Nevada, LLC, MV Receivables I, LLC, MV Receivables II,  
27 LLC, MV Receivables III, LLC, MV Receivables IV, LLC, MV Receivables V, LLC,  
28 (collectively “MV Realty” or “Respondent”) pursuant to the Nevada Deceptive Trade





1 4. MV Realty shall provide a copy of each termination, satisfaction, and/or  
2 release filed pursuant to Paragraph 3 to the State and the affected property owner no later  
3 than ten (10) days after recording. The copy shall reflect the date on which the document  
4 was recorded.

5 5. MV Realty agrees that they have no remaining claim or interest in the real  
6 property owned by any Nevada consumer and further agrees that any contract alleged to  
7 have been signed by a Nevada consumer with MV Realty, including but not limited to any  
8 of its subsidiaries, is void and unenforceable. MV Realty agrees that it will not in any way  
9 seek the return of any promotional payment from any Nevada consumer.

10 6. MV Realty shall fulfill the terms of this Assurance, but nothing herein shall  
11 prevent MV Realty from fulfilling their obligations to comply with this Assurance through  
12 the actions of one or more of the Released Parties, or with assistance of third parties who  
13 are not Released Parties. However, regardless of whether one or more of the Released  
14 Parties, or third parties so assist the Released Parties, it is solely the Released Parties'  
15 responsibility to ensure that the obligations of this Assurance are satisfied.

16 7. MV Realty shall, within thirty (30) days of the Effective Date, provide to the  
17 State an up-to-date list of all Nevada Homeowner Benefit Agreements that were active as  
18 of the Effective Date of this Assurance.

19 8. MV Realty shall, within thirty (30) days of the Effective Date, provide to the  
20 State an up-to-date list of all Nevada Homeowner Benefit Agreements that were  
21 terminated prior to the Effective Date of this Assurance.

22 9. If, in the State's discretion, it is determined that MV Realty failed to disclose  
23 any material assets, Homeowners Benefits Agreements, or terminations as described in  
24 Paragraphs 7 and 8 of this section, MV Realty shall apply the same termination and release  
25 of any undisclosed Homeowner's Benefits Agreements as described in Paragraphs 3-5 of  
26 the Section. Further, in the case of any non-disclosure, MV Realty shall, in good faith,  
27 renegotiate its payment to the State as described in Section III of this Assurance to reflect  
28 an increased pro rata restitution amount paid by MV Realty. Such adjustment shall be

1 reflected by amendment to this Assurance.

2 10. MV Realty shall not effect any change in their form of doing business as a  
3 method or means of attempting to avoid the requirements of this Assurance.

4 **III. PAYMENT TO THE STATE**

5 1. MV Realty shall pay to the State of Nevada a collective total of Two Hundred  
6 Thousand Dollars (\$200,000.00) within eighteen (18) months after the Effective Date as  
7 provided for herein. This amount represents restitution to homeowners to be distributed  
8 by the State on a pro rata basis to homeowners who have incurred a penalty pursuant to  
9 the Homeowner Benefit Agreement because the homeowner did not use MV Realty for the  
10 sale of the home during the effective period. Payment by MV Realty shall be made as  
11 follows:

- 12 a. Twenty Thousand Dollars (\$20,000.00) within three (3) months after the  
13 Effective Date;
- 14 b. Thirty Thousand Dollars (\$30,000.00) within six (6) months after the  
15 Effective Date;
- 16 c. Thirty Thousand Dollars (\$30,000.00) within nine (9) months after the  
17 Effective Date;
- 18 d. Thirty Thousand Dollars (\$30,000.00) within twelve (12) months after the  
19 Effective Date;
- 20 e. Thirty Thousand Dollars (\$30,000.00) within fifteen (15) months after the  
21 Effective Date; and Sixty Thousand Dollars (\$60,000.00) within eighteen  
22 (18) months after the Effective Date.

23 2. If MV Realty fails to timely make any installment payment under Paragraph  
24 1 of this section, the State shall provide written notice of the deficiency to MV Realty at the  
25 address following MV Realty's signature. MV Realty shall have thirty (30) days to cure the  
26 deficient payment. If MV Realty fails to cure the deficient payment, MV Realty shall  
27 immediately pay the outstanding remaining restitutionary amount, as described in  
28 Paragraph 1 of this section.

1 **IV. RELEASE**

2 1. Upon the Effective Date of this Assurance, the Attorney General releases and  
3 discharges the Released Parties from all civil and administrative claims, causes of action,  
4 damages, fines, penalties, restitution, disgorgement, requests for injunctive relief, or  
5 similar remedies, and liabilities and monetary impositions of any nature as well as costs,  
6 expenses, and attorney’s fees, whether known or unknown, suspected or unsuspected,  
7 accrued or unaccrued, asserted or unasserted, whether legal, equitable, statutory,  
8 regulatory, or administrative that either A) the Attorney General, or B) any other State  
9 official, State department, or State agency, acting on behalf of the State, could have brought  
10 under the Nevada Deceptive Trade Practices Act, NRS Chapter 598, NRS Chapter 111, or  
11 reasonably should have been aware of, that occurred prior to the Effective Date (“Released  
12 Claims”). Nothing in this Section shall be construed to limit the ability of the Attorneys  
13 General to enforce the obligations that the Released Parties have under this Assurance.  
14 Nothing in this Section is intended to allow for the release of claims brought by any person  
15 or entity included within clause B) if the Attorney General lacks power and authority under  
16 Nevada law to release claims of that person or entity as to the state claim at issue.

17 2. This AOD will not preclude or release any private right of action or MV  
18 Realty’s defense(s) related to such private right of action, nor shall the AOD be construed  
19 to release any claims, including criminal, civil or administrative liability that are not  
20 expressly covered by the release of the AOD, including, but not limited to state or federal  
21 antitrust claims, state or federal securities claims, state or federal tax claims, or any relief  
22 to which the Attorney General may be entitled by law or under this AOD as a result of MV  
23 Realty’s failure to comply with any provision herein.

24 **V. NOTICES**

25 1. Any notices required to be sent to the Attorney General or MV Realty by this  
26 Assurance shall be sent by electronic mail to the following addresses:

27 ///

28 ///



1 of the allegations of fact or law alleged by the Attorney General, or any violation of state or  
2 federal law, rule or regulation or any liability or wrongdoing whatsoever. This Assurance  
3 is not intended to constitute evidence or precedent of any kind except in any action or  
4 proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any  
5 or all terms of this Assurance.

6 5. The Parties expressly acknowledge and agree that nothing shall prevent the  
7 Attorneys General's and Nevada Consumer Affairs Unit's enforcement rights associated  
8 with this Assurance.

9 6. It is the intent of the Parties that this Assurance not be used by third parties  
10 in other cases to demonstrate any liability or violation of law nor be binding on the Released  
11 Parties in any respect other than in connection with the enforcement of this Assurance.  
12 Nothing in this Assurance is intended as a concession that MV Realty is subject to general  
13 jurisdiction in the United States of America.

14 7. No part of this Assurance shall create a private cause of action or confer any  
15 right on any third party for enforcement of this Assurance or violation of any federal or  
16 state statute. This Assurance and its contents are not intended for use by any third party  
17 for any purpose, including submission to any court for any purpose.

18 8. Nothing in this Assurance shall be construed as relieving MV Realty of their  
19 obligations to comply with all state, local, and federal laws, regulations or rules, or as  
20 granting permission to engage in any acts or practices prohibited by such law, regulation  
21 or rule.

22 9. Nothing contained in this Assurance, and no act required to be performed  
23 pursuant to this Assurance, is intended to constitute, cause, or effect any waiver (in whole  
24 or in part) of any attorney-client privilege, work product protection, or common  
25 interest/joint defense privilege, and each Party agrees that it shall not make or cause to be  
26 made in any forum any assertion to the contrary.

27 10. This Assurance (or any portion thereof) is not intended to be construed to (i)  
28 prohibit MV Realty from making any representation, or taking any action, required under

1 federal law or regulations, or (ii) require MV Realty to take any action prohibited by federal  
2 law or regulation.

3 11. Each of the persons who signs his/her name below affirms that he/she has the  
4 authority to execute this Assurance on behalf of the Party whose name appears next to  
5 his/her signature and that this Assurance is a binding obligation enforceable against said  
6 Party under applicable state law. Where the signatory is a member of an Attorney  
7 General's office, he/she represents that he/she has the authority to execute this Assurance  
8 on behalf of his/her respective State and that this Assurance is a binding obligation  
9 enforceable against that State under applicable State law.

10 12. This Assurance supersedes any prior agreements or understandings, whether  
11 oral or written, concerning the settlement embodied herein. The Parties acknowledge that  
12 there are no documents, representations, inducements, agreements, understandings or  
13 promises that constitute any part of this Assurance or the settlement it represents other  
14 than those expressly contained in this Assurance.

15 13. If any portion of this Assurance is held invalid by operation of law, the  
16 remaining terms of this Assurance shall not be affected and shall remain in full force and  
17 effect.

18 14. This Assurance may be executed in counterparts, each of which shall be  
19 deemed an original, but all of which shall together be one and the same Assurance.  
20 Signatures by facsimile or other electronic imaging shall be deemed to constitute original  
21 signatures.

22 15. The Parties agree to enter into this Assurance for the purpose of avoiding  
23 prolonged and costly litigation, and in furtherance of the public interest. This Assurance  
24 represents the full and complete terms of the agreement entered into by the Parties. In  
25 any action undertaken by either of the Parties, no prior version of this Assurance and no  
26 prior versions of any of its terms that are not in this Assurance, may be introduced for any  
27 purpose whatsoever. Each of the Parties warrants and represents that the terms of this  
28 Assurance were negotiated at arm's-length and in good faith. This Assurance and each of

1 its constituent provisions were jointly drafted by counsel for the Parties and any  
2 ambiguities herein shall not be construed against either Party.

3 16. The terms of this Assurance may be modified only by a subsequent written  
4 agreement signed by all the Parties.

5 17. This Assurance shall not be construed to waive any claims of sovereign  
6 immunity that the State may have in any action or proceeding.

7 18. Nothing in this Assurance shall be deemed to create any right in a nonparty  
8 to enforce any aspect of this Assurance or claim any legal or equitable injury for a violation  
9 of this Assurance. The exclusive right to enforce any violation or breach of this Assurance  
10 shall be with the Parties to this Assurance.

11 19. The State of Nevada, Clark County Eighth Judicial District Court shall retain  
12 jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General  
13 may make such application as appropriate to enforce or interpret the provisions of this  
14 Assurance or, in the alternative, maintain any action within his legal authority for such  
15 other and further relief as he determines is proper and necessary for the enforcement of  
16 this Assurance. The Parties agree that, in any action brought by the Attorney General to  
17 enforce the terms of this Assurance, the Court shall have the authority to award equitable  
18 relief, including specific performance.

19 20. The failure of a Party to exercise any rights under this Assurance shall not be  
20 deemed to be a waiver of any right or any future rights.

21 21. MV Realty understands that if a Court of competent jurisdiction holds that  
22 MV Realty has committed a violation of this Assurance, that such violation may subject  
23 MV Realty to penalties under NRS 598.0999, and the Attorney General may thereafter, in  
24 his sole discretion, initiate legal proceedings against MV Realty for any and all violations  
25 of this Assurance.

26 22. For the purposes of resolving disputes with respect to compliance with this  
27 Assurance, if the State has a reasonable basis to believe that MV Realty engaged in a  
28 practice that violates a provision of this Assurance subsequent to the Effective Date, then

1 the State shall notify MV Realty, as applicable, in writing of the specific concern, identify  
2 the provision(s) of this Assurance that the practice appears to violate, and give MV Realty,  
3 as applicable, fifteen (15) business days to respond to the notification; provided, however,  
4 that the State may take action without any such notice if the State believes that, because  
5 of the specific practice, it requires immediate action. Upon receipt of written notice from  
6 the State, MV Realty, as applicable, shall provide a good-faith written response to the State  
7 notification containing either a statement explaining why it believes it is in compliance  
8 with the Assurance or a detailed explanation of how the alleged violation occurred and a  
9 statement explaining how it intends to remedy the alleged violation. Upon giving MV  
10 Realty, as applicable, fifteen (15) business days from receipt of the notice to respond, the  
11 State shall also be permitted reasonable access to inspect and copy relevant, non-privileged,  
12 non-work product records and documents in the possession, custody, or control of MV  
13 Realty that relate to its compliance with each provision of this Assurance. If the State  
14 makes or requests copies of any documents during the course of that inspection, the State  
15 will provide a list of those documents to MV Realty, as applicable. MV Realty understands  
16 that the State may, in its sole discretion, initiate legal proceedings against MV Realty for  
17 any and all violations of this Assurance, but only after providing MV Realty, as applicable,  
18 an opportunity to respond to the notification described in this Paragraph.

19 23. Upon or before executing this Assurance, MV Realty shall provide the  
20 Attorney General's Office their taxpayer identification numbers (TINs). MV Realty shall  
21 also cooperate in the Attorney General's Office's completion of Internal Revenue Service  
22 Form 1098-F by providing the Attorney General's Office any additional necessary  
23 information it requests.

24 24. Each Party shall perform such further acts and execute and deliver such  
25 further documents as may reasonably be necessary to carry out this Assurance.

26 25. MV Realty agree that the State, without further notice to MV Realty, may file  
27 this Assurance with the State of Nevada, Clark County Eight Judicial District Court and  
28 that the Court may issue an Order approving this Assurance without further proceedings.

1 **VII. LOCAL COUNSEL'S CONSENT TO RECEIVE**  
2 **FILE-STAMPED COPY OF SETTLEMENT DOCUMENT**

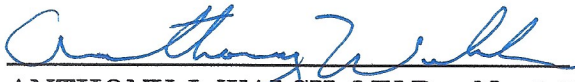
3 1. By entering into this agreement, where Local Counsel is appearing for one or  
4 more parties, Local Counsel consents to service and receipt of a file-stamped copy of the  
5 settlement document in this matter, via electronic mail, in lieu of service and receipt of a  
6 copy via traditional means, normally via U.S. Mail.

7 FOR THE STATE OF NEVADA:

8 AARON D. FORD

Attorney General

9  
10 By:



Dated:

4/16/2026

11 ANTHONY J. WALSH (NV Bar No. 14128)

Senior Deputy Attorney General

State of Nevada, Office of the Attorney General

Bureau of Consumer Protection

100 North Carson Street

Carson City, Nevada 89701

Ph: 775-684-1244

Email: [ajwalsh@ag.nv.gov](mailto:ajwalsh@ag.nv.gov)

*Attorneys for Plaintiff, State of Nevada*

*Office of the Attorney General*

*Nevada Consumer Affairs Unit*

17 FOR MV REALTY:

18  
19 By:

PETER C. GODWIN, ESQ.

AXS Law Group, PLLC

2121 NW 2nd Avenue, Suite 201

Miami, Florida 33127

Dated: \_\_\_\_\_

23 LOCAL COUNSEL FOR MV REALTY:

24  
25 By:

JOEL Z. SCHWARZ, ESQ. (NV Bar No. 9181)

Saltzman Muga Dushoff

1835 Village Center Circle

Las Vegas, NV 89134

Email: [jschwarz@nvbusinesslaw.com](mailto:jschwarz@nvbusinesslaw.com)

Dated: \_\_\_\_\_

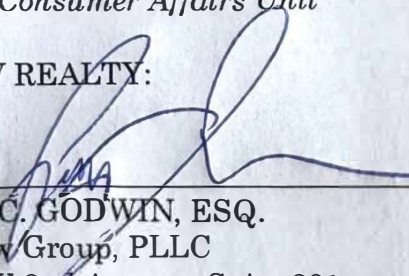
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7 FOR THE STATE OF NEVADA:  
8 AARON D. FORD  
9 Attorney General

10 By: \_\_\_\_\_ Dated: \_\_\_\_\_  
11 ANTHONY J. WALSH (NV Bar No. 14128)  
12 Senior Deputy Attorney General  
13 State of Nevada, Office of the Attorney General  
14 Bureau of Consumer Protection  
15 100 North Carson Street  
16 Carson City, Nevada 89701  
17 Ph: 775-684-1244  
18 Email: [ajwalsh@ag.nv.gov](mailto:ajwalsh@ag.nv.gov)  
19 *Attorneys for Plaintiff, State of Nevada*  
20 *Office of the Attorney General*  
21 *Nevada Consumer Affairs Unit*

22 FOR MV REALTY:

23 By:  \_\_\_\_\_ Dated: 4-16-2026  
24 PETER C. GODWIN, ESQ.  
25 AXS Law Group, PLLC  
26 2121 NW 2nd Avenue, Suite 201  
27 Miami, Florida 33127

28 LOCAL COUNSEL FOR MV REALTY:

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
JOEL Z. SCHWARZ, ESQ. (NV Bar No. 9181)  
Saltzman Muga Dushoff  
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Email: [jschwarz@nvbusinesslaw.com](mailto:jschwarz@nvbusinesslaw.com)

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7 FOR THE STATE OF NEVADA:

8 AARON D. FORD

Attorney General

9 By: \_\_\_\_\_

Dated: \_\_\_\_\_

10 ANTHONY J. WALSH (NV Bar No. 14128)  
11 Senior Deputy Attorney General  
12 State of Nevada, Office of the Attorney General  
13 Bureau of Consumer Protection  
14 100 North Carson Street  
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16 Ph: 775-684-1244  
17 Email: [ajwalsh@ag.nv.gov](mailto:ajwalsh@ag.nv.gov)  
18 *Attorneys for Plaintiff, State of Nevada*  
19 *Office of the Attorney General*  
20 *Nevada Consumer Affairs Unit*

21 FOR MV REALTY:

22 By: \_\_\_\_\_

Dated: \_\_\_\_\_

23 PETER C. GODWIN, ESQ.  
24 AXS Law Group, PLLC  
25 2121 NW 2nd Avenue, Suite 201  
26 Miami, Florida 33127

27 LOCAL COUNSEL FOR MV REALTY:

28 By:  \_\_\_\_\_

Dated: 4-16-26

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Email: [jschwarz@nvbusinesslaw.com](mailto:jschwarz@nvbusinesslaw.com)

FOR MV REALTY:

By:



ANTONY MITCHELL  
Chief Executive Officer  
MV Realty

Dated: 4/16/26

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