

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

OFFICE OF THE ATTORNEY  
GENERAL, STATE OF INDIANA,

Plaintiff,

v.

MV REALTY OF INDIANA, LLC, MV  
REALTY HOLDINGS, LLC, MV  
REALTY PBC, LLC, MV BROKERAGE  
OF INDIANA, LLC, AND  
AMANDA J. ZACHMAN F/K/A  
AMANDA ZUCKERMAN, ANTONY  
MITCHELL, DAVID MANCHESTER,  
INDIVIDUALLY,

Defendants.

Case No. 1:23-cv-01578-MPB-MG

CONSENT JUDGMENT

**I. INTRODUCTION**

1. The Plaintiff, State of Indiana, Office of the Indiana Attorney General, having filed its Complaint for Permanent Injunction, Restitution, Civil Penalties, and Other Equitable Relief, and the Defendants, MV Realty of Indiana, LLC, MV Realty Holdings, LLC, MV Realty PBC, LLC, MV Brokerage of Indiana, LLC, Amanda J. Zachman f/k/a Amanda Zuckerman, Antony Mitchell, and David Manchester, by counsel hereby enter this Consent Judgment without trial and without adjudication of any issue of fact or law.

2. The Parties consent to entry of this Consent Judgment in this proceeding by the Court and accept this Consent Judgment as the final adjudication

of this civil action. The Parties enter into this agreement voluntarily, having had the opportunity to consult with counsel.

3. Upon execution by all required parties, the Plaintiff will file a Joint Motion to Approve this Consent Judgment with the Court.

4. The terms of this Consent Judgment shall have the full force and effect of a Judgment issued by the Court upon the Court's approval. The Parties aver that no agreement, understanding, representation, or interpretation not contained in this Consent Judgment exists that may be used to vary or contradict its terms.

## **II. OBLIGATIONS OF DEFENDANTS**

5. **Release of Homeowner Benefit Agreements.** Defendants, within 30 days of entry of this Consent Judgment (the "Compliance Period"), shall affirmatively cause the full and unconditional release of all "Homeowner Benefit Agreements" ("HBAs") that exist in any county recorder's office and attach to real property located in the State of Indiana. Defendants shall use their reasonable best efforts to make any filing, release, discharge, or other documents necessary to evidence the release of all liens, memoranda, or notices related to their HBAs, at their own cost, without any further action required by the owner of the affected real property. The form and substance of the form release shall be approved by counsel for the Office of the Indiana Attorney General prior to recording, the approval of which will not be unreasonably withheld.

5.1. **Copies of Releases.** A copy of each recorded release shall be provided to counsel for the Office of the Indiana Attorney General

no later than 10 business days following the Compliance Period. Each recorded release shall reflect the date the document was recorded.

5.2. **Release of Claims.** Defendants agree that they have no remaining claim or interest in the real property owned by any Indiana consumer and further agree that any contract alleged to have been signed by an Indiana consumer with Defendants is hereafter void and unenforceable. The private rights of action of any consumers are not in any way impeded or impacted by this Consent.

5.3. **Compliance Period Transactions.** If Defendants become aware of an Indiana consumer engaging in a real estate transaction during the Compliance Period during which Defendants would normally assert an interest, Defendants shall affirmatively disclaim any interest in the consumer's real property and use best efforts to prioritize the filing of a release related to that consumer's real property. Defendants shall cause to be filed a release that complies with the entirety of Section 5 of this agreement within 5 business days of receiving notice of the proposed transaction. Defendants shall not harvest or attempt to collect any commissions or referral fees during or after the Compliance Period.

6. Defendants affirmatively agree to comply with Ind. Code § 32-28-15.

7. **Business Activity Prohibitions.** For a period of five (5) years running from the date of entry of this Consent Judgment, Defendants shall refrain from advertising to consumers in the State of Indiana or offering to perform the services of a real estate broker or broker company in the State of Indiana. During the same five (5) year period, Defendants shall likewise not engage in referrals to licensed brokers in the State of Indiana whereby Defendants would split commissions or referral fees with Indiana licensed brokers.

8. **Mutual Release.** By entry of this Consent Judgment and upon Defendants' full cooperation and fulfillment of their obligations herein, the State of Indiana, Office of the Indiana Attorney General, releases and forever discharges all claims, liabilities, costs, and causes of action that were brought or could have been brought against Defendants related to the transactions that are the subject of this action, and all claims, liabilities, costs, and causes of action that are currently known to the Attorney General and any associated investigations currently open by the Attorney General. Likewise, Defendants agree to release and forever discharge all claims, liabilities, costs, and causes of action that were brought or could have been brought against Plaintiffs related to this action. Each party is to bear their own costs.

### III. CONTINUING JURISDICTION

9. **Jurisdiction.** The Court shall retain jurisdiction for the purpose of issuing such orders as may be necessary to interpret or enforce the provisions herein.

10. **Remedy for Noncompliance.** Should Defendants fail to abide by the terms of this Consent, Plaintiff may petition the Court for appropriate relief, including, but not limited to, sanctions and/or imposition of costs for noncompliance. IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 6<sup>th</sup> day of November, 2024.

STATE OF INDIANA

THEODORE E. ROKITA  
Indiana Attorney General  
Attorney No. 18857-49

Signed by:  
By: Steven Taterka  
Steven A. Taterka  
Deputy Attorney General  
Attorney No. 14160-49  
Steven.Taterka@atg.in.gov

By: Chase M. Haller  
Chase M. Haller  
Deputy Attorney General  
Attorney No. 29944-49  
Chase.Haller@atg.in.gov

By: Jennifer L. Linsey  
Jennifer L. Linsey  
Deputy Attorney General  
Attorney No. 38253-15  
Jennifer.Linsey@atg.in.gov

DEFENDANTS

MV REALTY OF INDIANA, LLC

By: [Signature]  
Name: Antony Mitchell  
Title: CEO

MV REALTY OF INDIANA, LLC

By: [Signature]  
Name: Antony Mitchell  
Title: CEO

MV REALTY HOLDINGS, LLC

By: [Signature]  
Name: Antony Mitchell  
Title: CEO

MV REALTY PBC, LLC

By: [Signature]  
Name: Antony Mitchell

Title: CEO

MV BROKERAGE OF INDIANA, LLC

By: *Antony Mitchell*

Name: Antony Mitchell

Title: CEO

AMANDA J. ZACHMAN F/K/A AMANDA  
ZUCKERMAN

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

Printed: \_\_\_\_\_

ANTONY MITCHELL

By: *Antony Mitchell*

Printed: Antony Mitchell

DAVID MANCHESTER

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

MV BROKERAGE OF INDIANA, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AMANDA J. ZACHMAN F/K/A AMANDA  
ZUCKERMAN

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

Printed: Amanda Zachman

ANTONY MITCHELL

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

Printed: \_\_\_\_\_

DAVID MANCHESTER

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

MV BROKERAGE OF INDIANA, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AMANDA J. ZACHMAN F/K/A AMANDA  
ZUCKERMAN

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

Printed: \_\_\_\_\_

ANTONY MITCHELL

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

Printed: \_\_\_\_\_

DAVID MANCHESTER

By: 


Printed: David Manchester

Reviewed and approved this 12th Day day of November, 2024.



Judge, United States District Court  
Southern District of Indiana

Kristine L. Seufert, Clerk

BY: 

Deputy Clerk, U.S. District Court