DISTRICT COURT, DENVER, COLORADO 1437 BANNOCK STREET DENVER, CO 80202 THE STATE OF COLORADO *EX REL.* PHILIP J. WEISER, ATTORNEY GENERAL, PLAINTIFF, v. AVAIL PROPERTY MANAGEMENT, INC. and PK MANAGEMENT, LLC, DEFENDANTS	**COURT USE ONLY** Case No.: Div.:
STIPULATED CONSENT JUDGMENT	

Plaintiff, Philip J. Weiser, Attorney General of Colorado, in his official law enforcement capacity ("Attorney General"), and Defendants Avail Property Management, Inc. and PK Management, LLC ("Defendants") (together with the Attorney General, hereinafter referred to collectively as the "Parties," and each a "Party") jointly submit this Consent Judgment pursuant to Rule 58(a). This Consent Judgment resolves the dispute between the Parties, and the Parties request that the Court adopt the Consent Judgment as an Order of the Court.

The Court, having been fully advised in the premises, FINDS, CONCLUDES, AND ORDERS:

A. That this Court has jurisdiction over the Parties and the subject matter of this action under the grounds alleged in the Complaint filed by the Attorney General for the State of Colorado.

B. Venue in Denver County is proper pursuant to C.R.S. §§ 24-31-115(3) and 6-1-103; and

C. That the Parties shall be subject to the following provisions:

1. INTRODUCTION

1.1 The Attorney General began investigating Defendants in or around June 2025 for alleged violations of the Rental Application Fairness Act ("RAFA"), C.R.S. §§ 38-12-901 to -905, and the Colorado Consumer Protection Act ("CCPA"), C.R.S. §§ 6-1-101 to 115.

1.2 The Attorney General filed a complaint simultaneously with this Final Consent Judgment.

1.3 The Parties are entering into this Consent Judgment to compromise and resolve all Released Claims and to avoid the expense of further litigation.

2. DEFINITIONS

2.1 Unless otherwise stated in this Consent Judgment, all terms included herein shall have the same meaning as they do under RAFA and the CCPA. If a term is undefined in this Consent Judgment and undefined in the RAFA and CCPA, it shall have the same meaning it has under Colorado law.

2.2 Unless context otherwise requires, these terms shall have these meanings:

a. "Avail" means Avail Property Management, Inc. and its/their successors and assigns.

b. "Covered Conduct" means in relation to performing criminal background checks on prospective tenants seeking rental housing, Avail and PK unlawfully considered protected criminal history information of individuals applying to rent housing owned, managed, or operated by Avail or PK in Colorado, and Avail and PK denied

affordable housing opportunities to applicants based on unlawful consideration of criminal history information.

c. "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by a tenant.

d. "Effective Date" means the date on which the Court enters this Consent Judgment as an order.

e. "PK" means PK Management, LLC and its/their successors and assigns.

f. "Parties" or "Party" means the Colorado Attorney General ex. rel. Philip J. Weiser, and Avail and PK, collectively and individually, respectively.

g. "Person" means an individual, corporation, business trust, estate, trust, partnership, unincorporated association, or two or more thereof having a joint or common interest, or any other legal or commercial entity.

h. "Released Parties" or "Released Party" means Avail and PK.

i. "Releasor" means the Colorado Attorney General.

j. "Residential Premises" means a dwelling unit, the structure of which the unit is a part, and the common areas.

3. GENERAL TERMS

3.1 Scope of Final Consent Judgment. This Final Consent Judgment is entered into pursuant to § 24-31-115, C.R.S. and the CCPA.

3.2 Release of Claims. Subject to and upon satisfaction of the conditions subsequent contained in Section 8 regarding bankruptcy, by execution of this Consent Judgment, the Attorney General agrees that this Consent Judgment constitutes a complete settlement and

release of all claims based on, arising out of, or in any way related to the Covered Conduct prior to the Effective Date to the full extent of the Attorney General's power and authority to release claims (the "Released Claims"). Notwithstanding any term of this Consent Judgment, any and all of the following forms of liability are specifically reserved and not released under paragraph 3.2:

a. Any criminal liability that any person or entity, including a Released Party and those working in conjunction with a Released Party, has or may have to the State of Colorado or any governmental unit of the State of Colorado;

b. Any civil or administrative liability that any person or entity, including a Released Party and those working in conjunction with a Released Party, may have to the State of Colorado or any governmental unit of the State of Colorado, under any statute, regulation, or rule not expressly released in this Consent Judgment;

c. Any liability to the State of Colorado for any conduct other than the Covered Conduct;

d. Any liability for state or federal securities violations;

e. Any liability for state or federal tax violations (other than tax liability alleged or claims brought against any Released Party in this enforcement action);

f. Any liability for any state or federal antitrust violations;

g. Any liability stemming from enforcement of the terms of this Consent Judgment;

3.3 Preservation of Law Enforcement Action. Nothing herein precludes the Attorney General from enforcing the provisions of this Consent Judgment, including those provisions to ensure compliance, or from pursuing any law enforcement action under RAFA or the CCPA with respect to acts or practices of Avail or PK not covered by this Consent Judgment.

3.4 Compliance with and Application of State Law. Nothing in this Consent Judgment herein relieves Avail or PK of its duty to comply with any federal, state, or local law, regulation, ordinance, or rule. Nothing in this Consent Judgment constitutes authorization by the Attorney General to engage in acts or practices prohibited by such laws. This Consent Judgment is governed by the laws of the State of Colorado.

3.5 No Approval of Conduct. Nothing herein constitutes approval by the Attorney General of Avail's or PK's conduct, or past or future business practices. Avail and PK shall not make any representation contrary to this paragraph.

3.6 Third-Party Claims. Nothing herein shall be construed as a waiver of any rights of third parties including, but not limited to, the rights of consumers to seek restitution or other legal remedies through other actions or proceedings. This Consent Judgment is only for the benefit of the Parties 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 and their successors in interest.

3.7 Use of Settlement as Defense. Nothing herein shall prevent, or be interpreted to prevent, the Attorney General from taking enforcement action to address acts or conduct occurring after the date of entry of this Consent Judgment that the Attorney General believes to be in violation of the law. The fact that such acts or conduct were not expressly prohibited by this Consent Judgment shall not be a defense to any such enforcement action.

3.8 Use of Settlement in Business Activity. Under no circumstances shall this Consent Judgment, the name of the Attorney General, or the name of any employee of the Attorney

General or his representatives be used by Avail or PK as an endorsement of any past or present act or conduct of Avail or PK.

3.9 Retention of Jurisdiction. This Court retains jurisdiction over this matter, and the Parties, for the purpose of enforcing this Consent Judgment. Any Party may apply to the Court at any time for further orders which may be necessary or appropriate for the construction, interpretation, modification, or execution of this Consent Judgment, the enforcement of compliance with this Consent Judgment, and/or the punishment of violations of this Consent Judgment.

3.10 Severability. If any provision(s) of this Consent Judgment is found to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction the remaining terms remain valid, legal, and enforceable.

3.11 Successors in Interest. The terms and provisions of this Consent Judgment may be enforced by the current Attorney General and by any of the Attorney General's authorized agents or representatives, as well as by any of the Attorney General's successors in interest and any of his/her/their agents or representatives.

3.12 Execution of Consent Judgment. This Consent Judgment may be executed in counterparts. Electronic signatures shall have the same effect as original signatures so long as the electronic signature otherwise complies with C.R.S. § 24-71.3-101, *et. seq.*

3.13 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees, costs, and expenses in connection with this matter and the Consent Judgment, except that the Attorney General may be entitled to attorney's fees pursuant to C.R.S. § 6-1-113(4) if he successfully enforces this Consent Judgment.

3.14 Amendment. This Consent Judgment may only be amended by written agreement signed by the Attorney General and Avail and PK.

3.15 Acknowledgment. Avail and PK each agrees and acknowledges that it has thoroughly reviewed this Consent Judgment and has had opportunity to confer with legal counsel of its choice regarding this Consent Judgment. Avail and PK each understands and agrees to the terms of this Consent Judgment and understands that it will be entered as an Order of the Court.

3.16 Representations and Warranties. Avail and PK each represents that it is financially solvent as of the Effective Date and has the present ability to comply with all of its obligations under this Consent Judgment. The Attorney General relies on these representations as a material inducement to resolve this matter and enter into this Consent Judgment.

3.17 Integration. 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 Covered Conduct that are not fully expressed herein. In any action undertaken by the Parties, no prior versions of this Consent Judgment and no prior versions of its terms that were not entered as an Order of the court in this Consent Judgment may be introduced for any purpose whatsoever.

3.18 Notice. Avail and PK are responsible for ensuring that any Person subject to the terms of this Consent Judgment receive sufficient notice of the Consent Judgment. Whenever Avail or PK is to provide notice or any other documents to the Attorney General under this Consent Judgment, that requirement shall be satisfied by sending notice to:

Adam T. Rice
Colorado Department of Law
1300 Broadway, 9th Floor

Denver, CO 80203
adam.rice@coag.gov

Any notice or other documents to be provided by the Attorney General to Defendants pursuant to this Consent Judgment shall be sent to:

For Avail:
Kim Taylor
Vice President of HR
Avail Property Management
PK Management
P.O. Box 1028
Lyman, SC 29365
KTaylor@pkmanagement.com

For PK:
Kim Taylor
Vice President of HR
Avail Property Management
PK Management
P.O. Box 1028
Lyman, SC 29365
KTaylor@pkmanagement.com

4. PERMANENT INJUNCTION

4.1 Avail and PK cooperated with the Attorney General's investigation. The Attorney General acknowledges that Avail and PK are committed to providing affordable housing, including in Colorado, and doing so in compliance with all applicable laws.

4.2 Effective immediately, Avail and PK, their officers, agents, servants, employees, and attorneys and all other Persons in active concert or participation with any of them, who receive actual notice of this Consent Judgment by personal service or otherwise, are permanently enjoined as follows:

a. In relation to Dwelling Units at Residential Properties in Colorado, Avail and PK shall not consider conviction records of a prospective tenant involving convictions that occurred more than five years before the date of the application, except for convictions expressly listed by RAFA section 38-12-904(1)(b)(1)-(b)(IV).

b. In relation to Dwelling Units at Residential Properties in Colorado, Avail and PK shall not consider deferred adjudications of a prospective tenant, except for deferred judgments as expressly allowed by RAFA section 38-12-904(1)(b)(1)-(b)(IV).

c. In relation to Dwelling Units at Residential Properties in Colorado, Avail and PK shall not consider non-conviction records of a prospective tenant, including records of pending, unresolved criminal charges.

d. Avail and PK shall remove from all policy documents and consumer-facing documents any statements purporting to use or authorize a lookback period for consideration of prospective tenants' conviction records that extends beyond five years from the date the conviction occurred or that uses any temporal reference point other than the date the conviction occurred, except for convictions expressly listed by RAFA section 38-12-904(1)(b)(1)-(b)(IV), C.R.S..

e. Avail and PK shall ensure its policies, practices, manuals, and standard lease terms are consistent with the above changes.

f. No later than thirty (30) days after the Effective Date, Avail and PK shall provide COAG with documentation confirming implementation of the changes referenced in the above subsections 4.1.a through 4.1.f. of this Consent Judgment.

5. MONETARY JUDGMENT

5.1 Avail and PK, collectively, shall pay to the Attorney General the sum of $300,000.00. This amount shall be paid on the following schedule: payment of $300,000.00 no later than sixty (60) days after the Effective Date.

5.2 Avail and PK shall send payment by check, made payable to "The Colorado Department of Law" with a reference to "Avail/PK". The payment check(s) shall be delivered via either FedEx, UPS, or USPS, so long as the delivery may be tracked. The mailer containing the payment check(s) shall be addressed to: Adam T. Rice, Colorado Department of Law, Housing Protection, 1300 Broadway, 10th Floor, Denver, CO 80203.

5.3 Any payment Avail or PK makes pursuant to this Consent Judgment to the Colorado Department of Law is to be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion for reimbursement of the State's actual costs and attorney's fees, the payment of restitution, if any, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

5.4 If Avail or PK fails to make a payment required by this Consent Judgment and falls more than 90 days behind its payment obligations, the Attorney General shall be entitled to immediate entry of Judgment against Avail and PK for the full amount owed plus interest at the rate of eight (8) percent per annum, as provided in C.R.S. § 5-12-102.

5.5 The Attorney General will complete and timely file a Form 1098-F with the Internal Revenue Service ("IRS") that identifies the settlement, as contemplated under 26 U.S.C. § 162(f)(2)(A) and the Treasury Regulations promulgated thereunder. The Attorney General is also required to timely furnish Copy B of such Form 1098-F (or an acceptable substitute) to Avail and PK. No later than 14 days following the Effective Date, Avail and PK shall each provide the Attorney General with the information relevant to complete the IRS Form 1098-F, including but not limited to the entity's legal name, address, and tax identification number.

6. ENFORCEMENT

6.1 If the Attorney General has a reasonable basis to believe that Avail, PK, or any Person that received notice pursuant to Sections 3.18 and 4.1, has engaged in any conduct that may have violated the terms of this Consent Judgment, the Attorney General shall notify Avail or PK of the specific objection, and identify with particularity the provision of this Consent Judgment that the practice appears to violate. No later than 28 days after receiving the notice the Attorney General sends pursuant to this paragraph, Avail or PK shall provide a written response to the notification that includes either:

a. Avail's or PK's explanation for why they are in compliance with the Consent Judgment; or

b. detailed explanation of how the alleged violation occurred and a statement explaining how Avail or PK intends to remedy the alleged breach, an explanation of efforts undertaken to cure the potential violation, and a schedule for completing the efforts to cure.

Following the Attorney General's receipt of Avail's or PK's written response, Avail or PK may request that the Parties confer regarding the alleged violation. If the Parties confer, they shall do so in good faith to reach a resolution about the alleged breach. If Avail or PK does not request a conferral, or after the Parties conferred in good faith and failed to reach a resolution, the Attorney General may pursue any legal remedy to enforce the Consent Judgment.

6.2 The preceding paragraph does not apply to Avail's or PK's obligations to make a monetary payment pursuant to this Consent Judgment.

6.3 Nothing in this Section limits the Colorado Attorney General's Civil Investigative Demand or investigative subpoena authority, and Avail and PK reserve all rights in responding to a Civil Investigative Demand or investigative subpoena issued pursuant to such authority.

6.4 This Section 6 does not apply if the Attorney General determines, in his sole discretion, that the specific practice threatens the health, safety, or welfare of the public.

6.5 In any action brought by the Attorney General to enforce this Consent Judgment, Avail and PK consent to the exercise of personal and subject matter jurisdiction in the Denver County District Court. Avail and PK each further consents to domestication of any judgment related to violations of this Consent Judgment in any State Court within the United States

6.6 Nothing in this Section 6, 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.

6.6 Right to Inspect. For the purpose of monitoring Defendants' compliance with this Order and any failure to transfer any assets as required by this Order:

a. Within 14 days of receipt of a written request from the Attorney General, Avail and PK must appear for depositions and produce documents for inspection and copying. The Attorney General is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Colorado Rules of Civil Procedure. Avail and PK shall cooperate with the Attorney General's requests in good faith and not unreasonably withhold producing any document that the Attorney General requests, except on the basis of a legally recognized privilege.

b. For matters concerning this Consent Judgment, the Attorney General is authorized to communicate directly with Avail or PK. Avail or PK must permit the Attorney General to interview any employee or other person affiliated with Avail or PK who has agreed to such an interview. The person interviewed may have counsel present.

c. The Attorney General may use all other lawful means to gather information. Nothing in this Consent Judgment limits the Attorney General's lawful use of compulsory process to obtain information from Avail or PK or any other party.

7.0 REPORTING

7.1 Avail and PK must notify the Attorney General of any development that may affect compliance obligations arising under this Consent Order, including but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Judgment; the filing of any bankruptcy or insolvency

proceeding by or against Avail or PK; or a change in any name or address. Avail and PK must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.

8 BANKRUPTCY

8.1 In the event and at such time that each Released Party (i) fully performs the obligations set forth in Section 5 above, (ii) does not seek relief under Title 11 of the United States Code or under any state receivership or insolvency law within 91 days of the Attorney General's final receipt of the full payment[s] due under Section 5 above, and (iii) is not the subject of an involuntary bankruptcy petition, receivership, or state insolvency proceedings within 91 days of the Attorney General's final receipt of full payment due under Section 5 above, then the Attorney General's release under Section 3.2 shall become effective and constitute a complete settlement and release of all claims as set forth more fully therein.

8.2 In the event that the above conditions subsequent for the release are not satisfied, then (i) the total amount of the Released Party's liability due under this Agreement shall include (i) $300,000.00; (ii) any interest, penalties, and penalty interest owed in connection with same; and (iii) any additional interest, penalties, and penalty interest allowed under Colorado law. Further, the Attorney General may collect immediately the amount due using the methods or means described herein, authorized by Colorado law or other applicable law, unless stayed under federal bankruptcy law. Further, the Released Party hereby acknowledges that the injunctive relief, as set forth in Section 4 above, is neither a "claim" nor a "debt" within the meaning of the Title 11 of the United States Code, 11 U.S.C. § 101 et seq. Accordingly, such injunctive relief is outside the scope of a bankruptcy discharge.

8.3 Avail and PK each acknowledges that this Consent Judgment does not transform the nature of the Attorney General's claims against Avail and PK into breach of contract claims.

9.0 RECORDKEEPING

9.1 Avail and PK shall create certain records for three (3) years after entry of the Order and shall retain each such record for three (3) years. Specifically, Avail and PK, in connection with providing owning, operating, or providing leasing or management services regarding any Residential Premises in Colorado, shall create and retain the following records:

a. Accounting records showing the revenues from all services performed regarding any Residential Premises in Colorado;

b. Personnel records showing, for each individual providing services for whom records are maintained by Avail or PK in the ordinary course of business, whether as an employee or otherwise, that individual's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;

c. Records of all consumer complaints, disputes, or inquiries concerning a rental application or tenant background screening, captured on Avail or PK's corporate platforms, systems, and devices that are received in the ordinary course of business; any response; and all material documents, including related communications;

d. Records showing all material documents, including background screening reports and related communications, relating to any prospective tenant whose rental application is denied, or approved with conditions, in whole or in part because of criminal background of history; and

e. All records necessary to demonstrate full compliance with each provision of this Consent Judgment, including all submissions to the Attorney General.

10.0 COMPLIANCE REPORTING

10.1 **Annual Reports.** For a period of two (2) years following the Effective Date of this Consent Judgment, Avail and PK shall submit an annual written compliance report to the Attorney General's Office. Each report shall include:

a. A list of the names and contact information for all prospective tenants seeking to rent housing owned, managed, or operated by Avail or PK in Colorado whose rental application was denied in whole or in part because of criminal background of history; and

b. All material documents related to each decision to deny housing to those prospective tenants on the list in 10.1.a., including rental applications, screening reports and results, records from any review or appeal, and all related communications.

SO ORDERED and SIGNED THIS _____ DAY OF _____, _____.

BY THE COURT

_____
District Court Judge

PARTIES' SIGNATURES

Approved as to Form:

For the Attorney General

Adam T. Rice, #53963
Assistant Attorney General
Colorado Department of Law
Consumer Protection Section | Civil Rights Unit, Housing Protection
1300 Broadway, 9th floor
Denver, CO 80203
Tel: (720) 508-6000
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Defendant, Avail Property Management, Inc:

Jenee McClain-Bankhead, President

Defendant, PK Management, LLC

Jenee McClain-Bankhead, President

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