Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

STATE OF COLORADO
OFFICE OF THE ATTORNEY GENERAL

ASSURANCE OF DISCONTINUANCE

IN THE MATTER OF CRUISE MANAGEMENT

This Assurance of Discontinuance ("Assurance") is entered into between the Attorney General of Colorado, *ex rel.* Philip J. Weiser, Attorney General for the State of Colorado ("the Attorney General"), and Cruise Management ("Cruise") pursuant to the Attorney General's powers under Colo. Rev. Stat. Sections 6-1-110(2) and 24-31-115(8)(b) and constitutes a complete settlement between the Attorney General and Cruise (collectively the "Parties") regarding the Attorney General's allegations that Cruise's business practices violated the Colorado Consumer Protection Act ("CCPA") and Colorado Anti-Discrimination Act ("CADA").

I. PARTIES

1. Philip J. Weiser is the duly elected Attorney General for the State of Colorado and has authority to investigate and prosecute violations of the CCPA, §§ 6-1-101 *et seq.*, C.R.S., and the housing discrimination portions of CADA, §§ 24-34-501 *et seq*., C.R.S.

2. Cruise Management is a trade name of JBO West LLC, a domestic limited liability company with a registered principal office street address of 1899 Gaylord Street, Denver, CO 80206 and whose registered agent is Jon Bocina at that same address.

II. DEFINITIONS

3. The term "Effective Date" means the first date upon which both Parties have executed and delivered this Assurance.

4. "Rental Subsidy" or "Rental Subsidies" means any rental payment, full or partial, derived from any government or private assistance, grant, or loan program, including, but not

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

limited to, subsidies provided by the Housing Choice Voucher Program (also known as Section 8).

5. "Source of Income" means any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including:

a. Income derived from any lawful profession or occupation; and

b. Income or rental payments derived from any government or private assistance, grant, or loan program.

6. Unless otherwise specified, all definitions found in §§ 6-1-102, -105(1), and 24-34-501, C.R.S. are incorporated herein, and any term defined in those Sections shall have the same meaning when used in this Assurance.

III. ATTORNEY GENERAL'S ALLEGATIONS

A. Background

7. Cruise Management is a property management company that leases and manages four properties across Denver and Fort Collins, Colorado.

8. As part of its property management duties, Cruise, through its employees, advertises apartments for rent and interacts with potential tenants throughout the leasing process.

9. The Attorney General alleges that Cruise made false representations as to the characteristics of its managed properties by asserting that Rental Subsidies were not accepted at those properties.

10. The Attorney General also alleges that Cruise violated CADA's ban on source of income discrimination by not accepting all lawful sources of income at its properties.

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

B. Cruise engaged in deceptive trade practices and engaged in housing discrimination by refusing to accept all Sources of Income, including Rental Subsidies.

11. At all relevant times, Cruise has managed properties in Denver and Fort Collins, Colorado and has engaged with prospective tenants regarding leasing requirements, including the amount of income required to rent an apartment at its properties.

12. In multiple communications, Cruise knowingly or recklessly falsely informed prospective tenants that Rental Subsidies were not accepted at its properties. They communicated this despite Cruise's properties not falling into any exception in CADA regarding housing discrimination.

13. Consumers who held housing vouchers or received other Rental Subsidies were falsely informed that their Source of Income was not accepted at Cruise's properties and thus were effectively denied housing by Cruise.

C. The Attorney General's claims

14. The CCPA, § 6-1-105(1)(e), C.R.S., prohibits a person in the course of the person's business, vocation, or occupation from "knowingly or recklessly mak[ing] a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, foods, services, or property…[.]"

15. The CCPA, § 6-1-105(1)(rrr), C.R.S., prohibits a person in the course of the person's business, vocation, or occupation from "knowingly or recklessly engag[ing] in any unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent act or practice."

16. CADA, § 24-34-502(1)(*l*), C.R.S., makes it unlawful "[f]or any person to refuse to rent or lease, to refuse to show housing for rent or lease, to refuse to receive and transmit any bona fide offer to rent or lease, or to otherwise make unavailable or deny or withhold from another person any housing for rent or lease because of a person's source of income."

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

17. The Attorney General alleges that Cruise violated these subsections of the CCPA and CADA.

IV. LEGAL AUTHORITY

18. Section 6-1-110(2), C.R.S. authorizes the Attorney General to accept an assurance of discontinuance for any deceptive trade practice listed in § 6-1-105(1), C.R.S. Section 6-1-110(2), C.R.S. also allows the Attorney General to accept voluntary payment for the costs of investigation in any action or proceeding by the Attorney General.

19. Section 24-31-115(8)(b), C.R.S. authorizes the Attorney General to accept "an assurance of discontinuance of any practice that constitutes a violation of any of the provisions that are listed in section 24-31-101." One of the provisions listed is section 24-34-505.5, C.R.S., which is part of the housing practices portion of CADA. *See* § 24-31-101(1)(i)(VIII), C.R.S.

V. CONSIDERATION

20. The Parties enter into this Assurance for the purpose of compromising and resolving all disputed claims and to avoid the expense of protracted litigation. Cruise denies any wrongdoing and this agreement is not an admission of wrongdoing.

21. In support of access to housing, Cruise shall pay $10,000 to the Housing Rights Initiative ("HRI") as follows:

a. Payment to HRI shall be made via check on or before 30 days from the Effective Date of this Assurance. Payment shall be sent by mail to Housing Rights Initiative, 27 W 60th Street, PO Box 20490, New York, NY 10023.

b. The Attorney General's Office shall be copied on any correspondence between Cruise and HRI, either by email at Sarah.Silver@coag.gov or by mail to Sarah

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

Silver, Colorado Department of Law, Consumer Protection Section, 1300 Broadway, 9th floor, Denver, CO 80203.

VI. FURTHER ASSURANCES OF CRUISE

22. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to Cruise and any of their principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, and assignees who have actual notice of this agreement.

A. Compliance with the Law

23. Cruise shall comply with the CCPA and CADA with respect to any future business operations, of any kind or character whatsoever, being conducted in the State of Colorado.

24. Cruise shall not misrepresent which Sources of Income are accepted at its properties, including the acceptance of Rental Subsidies.

25. Cruise and all of its subsidiaries and affiliates shall comply with all applicable provisions of any local, state, or federal law applicable to their business operations that are within the scope of this Assurance.

B. Drafting of and Adherence to Policies

26. Cruise agrees that it will create written policies and guidance regarding lawful sources of income, voucher requirements, and source of income discrimination and provide those policies to the Attorney General's Office by 30 days from the Effective Date of this Assurance.

27. Cruise agrees that those policies will be disseminated to any and all employees who engage with the public, including regarding leasing inquiries and requirements, at all four of Cruise's managed properties in Colorado. Each employee shall sign a written acknowledgement of having received and reviewed the policies.

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

28. Cruise agrees to review these policies on an annual basis to ensure that they remain accurate statements of the law.

C. Compliance Reporting

29. One year after the Effective Date of this Assurance, Cruise must submit a compliance report detailing the following:

a. Any changes to its policies and procedures regarding source of income discrimination or lawful sources of income; and

b. The number of tenants, if any, receiving Rental Subsidies at all Cruise properties.

D. Notice of change of address.

30. Cruise shall notify the Attorney General via the email addresses listed below of any change of residence within 30 days of that change.

VII. RELEASE

31. The Attorney General acknowledges by its execution hereof that this Assurance constitutes a complete settlement and release of all claims under the CCPA and CADA on behalf of the Attorney General against Cruise with respect to all claims, causes of action, damages, fines, costs, and penalties that were asserted or could have been asserted under the CCPA or CADA for the conduct described in this Assurance, that arose prior to the Effective Date and that relates to or is based upon the acts or practices that are subject to this Assurance, including, without limitation, acts or practices: (i) that Cruise or its attorneys disclosed to the Attorney General during the course of its investigation; (ii) set forth in any Civil Investigation Demand Letter(s) issued by the Attorney General to Cruise; (iii) any other investigation by the Attorney General related to Cruise that occurred on or before the Effective Date, whether or not such investigation is specifically outlined in this Assurance. The Attorney General agrees that, except as provided in the following paragraph,

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

it shall not proceed with or institute any civil action or proceeding under the CCPA or CADA against Cruise for any conduct or practice prior to the Effective Date that relates to the subject matter of this Assurance.

32. Nothing herein precludes the Attorney General from enforcing this Assurance, or from pursuing any law enforcement action under the CCPA or CADA with respect to the acts or practices of Cruise not covered by this Assurance or any of Cruise's acts or practices after the Effective Date. Nothing herein shall be construed to be a waiver or limitation of Cruise's legal rights, remedies, or defenses in connection with any claim, matter, or suit related to the subject matter of this Assurance other than an action by the Attorney General to enforce the provisions of this Assurance.

VIII. ENFORCEMENT

33. The obligations set forth in this Assurance are continuing.

34. The Parties consent to venue and jurisdiction for any proceeding necessary to enforce the terms of this Assurance within the District Court of Denver County, Colorado.

35. A violation of any terms of this Assurance shall constitute a prima facie violation of the CCPA and/or CADA under § 6-1-110(2), C.R.S. and § 24-31-115(8)(b), C.R.S. If the Attorney General believes that Cruise has violated any term of this Assurance, the Attorney General shall be entitled to file a civil action under the CCPA and/or CADA and seek an injunction or other appropriate relief from such court to enforce provisions of this Assurance.

36. In any such action, upon a showing by the Attorney General of a material violation of this Assurance by Cruise, Cruise stipulates to (1) a judgment in the amount of twenty-five thousand dollars ($25,000.00), which reflects the penalty for persons adjudged to have committed another discriminatory housing practice in the past five years; and (2) an order requiring Cruise to

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

submit an annual compliance report for two additional years in the same manner as provided in VI.C of this Assurance. The Attorney General may seek, and the Court may enter, any additional remedies, including but not limited to additional monetary remedies, that are deemed proper. Cruise agrees to waive any counterclaims that it may have had with respect to the subject matter of this Assurance and agrees to limit any defenses to (1) whether a violation has occurred; and (2) the remedies for the violation. Provided, however, that the Attorney General shall notify Cruise at least thirty (30) days in advance of any such filing and the Parties agree to meet and confer and engage in good faith negotiations to attempt to address the Attorney General's concerns.

IX. MISCELLANEOUS PROVISIONS

37. This Assurance is the final, complete, and exclusive statement of the Parties' agreement on the matters contained herein, and it supersedes, terminates, and replaces any and all previous negotiations, agreements, and instruments as may exist between the parties. Other than any representation expressly stated in this Assurance, the Parties have not made any representations or warranties to each other, and no Party's decision to enter into this Assurance is based upon any statements by any other Party outside of those in this Assurance. No change or modification of this Assurance shall be valid unless in writing and signed by all Parties. If any provision(s) of this Assurance is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

38. This Assurance shall neither create nor waive or otherwise affect any private rights or remedies in any third parties nor waive any rights, remedies, or defenses of the Parties with respect to any third parties. Under no circumstances shall this Assurance or the name of the Attorney General or any of the Attorney General's employees or representatives be used by Cruise

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

or any person under their direction or control to suggest the Attorney General's endorsement of Cruise's past, present, or future conduct.

39. Nothing herein relieves Cruise of its duty to comply with all applicable laws, regulations, or rules of the State of Colorado nor constitutes authorization by the Attorney General for Cruise to engage in acts and practices prohibited by such laws.

40. Cruise acknowledges that it is the Attorney General's position that an agreement restraining certain conduct by a party does not prevent the Attorney General from addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the Attorney General's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address conduct occurring after the Effective Date 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 Assurance shall not be defense to any such enforcement action.

41. The terms and provisions of this Assurance may be enforced by the current Colorado Attorney General, and by any of his duly authorized agents or representatives, as well as by any of his successors-in-interest, and by any of his successors-in-interest's agents or representatives.

42. Pursuant to §§ 6-1-110(2) and 24-31-115(8)(b), C.R.S., this Assurance shall be a matter of public record.

43. Cruise acknowledges that it had a full opportunity to review this Assurance and consult with legal counsel regarding it. The undersigned individuals and representatives of Cruise agree and represent that they have each read and understood this Assurance, accept the legal

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

consequences involved in signing it, and that there are no other representations, agreements, or understandings between the Attorney General and Cruise that are not stated in writing herein.

44. This Assurance may be signed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the Assurance. Electronic copies of this Assurance and the signatures hereto may be used with the same force and effect as an original.

X. NOTICE

45. All notices regarding this Assurance shall be sent by certified mail, return receipt requested or reputable overnight delivery service (e.g. FedEx, UPS) at the addresses set forth below unless any Party notifies the other Parties in writing of another address to which notices should be provided:

Cruise Management
C/O: JBO West LLC
Attn: Jon Bocina
1899 Gaylord Street
Denver, CO 802026

With copies to legal counsel by Regular U.S. Mail and email:

Miller & Steiert, P.C.
Attn: Benjamin Currier, benc@m-s-lawyers.com
1901 W Littleton Blvd.
Littleton, CO 80120

If to the Attorney General:

Colorado Department of Law
Consumer Protection Section
1300 Broadway, 9th Floor
Denver, Colorado 80203
Attn: Julie Cramer, First Assistant Attorney General, Julie.Cramer@coag.gov
Attn: Sarah Silver, Assistant Attorney General, Sarah.Silver@coag.gov

[Signatures appear on the following page(s)]

Docusign Envelope ID: 5FD1B6DE-CFB2-8545-81F8-679461D4BFEB

ATTORNEY GENERAL OF COLORADO:

PHILIP J. WEISER,
ATTORNEY GENERAL

By: 4/28/26

Sarah Silver
Assistant Attorney General
Attorney Reg. No. 58465

CRUISE MANAGEMENT

By: DocuSigned by: 4/28/2026

Jon Bocina