DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, Colorado 80202 STATE OF COLORADO, *ex rel.* PHILIP J. WEISER, ATTORNEY GENERAL; MARTHA FULFORD, ADMINISTRATOR, UNIFORM CONSUMER CREDIT CODE Plaintiffs, v. DOMUSO INC. Defendant.	**▲ COURT USE ONLY ▲** Case No. Div.:
FINAL CONSENT JUDGMENT	

This matter is before the Court on the Stipulation for Entry of a Final Consent Judgment under C.R.C.P. 58(a), subject to the provisions of C.R.C.P. 54, by Plaintiffs, Philip J. Weiser, Attorney General of Colorado, in his official law enforcement capacity ("Attorney General") and the Administrator of the Uniform Consumer Credit Code, sections 5-1-101, C.R.S., *et seq*. (collectively, the "State of Colorado") and Defendant Domuso Inc. ("Domuso" or "Defendant"). All parties are hereafter referred to collectively as "the Parties." This Final Consent Judgment resolves the dispute between the Parties, and the Parties request that the Court adopt this Final Consent Judgment as an Order of the Court.

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

1) that it has jurisdiction over the Parties and the subject matter of this lawsuit under the grounds alleged in the Complaint (as defined below) by the State of Colorado;

2) that venue in the City and County of Denver is proper; and

3) that the Parties shall be subject to the following provisions:

I. INTRODUCTION

1. The State of Colorado began investigating Domuso on or around October 22, 2024 for alleged violations of the Uniform Consumer Credit Code, sections 5-1-101, C.R.S., *et seq*. ("UCCC") and the Colorado Consumer Protection Act, sections 6-1-101, C.R.S., *et seq*. ("CCPA").

2. The State of Colorado filed a complaint ("Complaint") simultaneously with this Final Consent Judgment. The State represents that the Complaint contains allegations relating to the Released Claims, as defined in paragraph 7 below.

3. The Parties are entering into this Final Consent Judgment to compromise and resolve all Released Claims (as defined below) and to avoid the expense of further litigation.

II. GENERAL PROVISIONS

4. Definitions.

(a) Unless otherwise stated herein, all terms herein that are defined in the UCCC or CCPA shall be given the definition provided by the UCCC or CCPA.

(b) "Domuso Certified Funds Fee" refers to the fees that Domuso charges consumers for the Certified Cards and Certified ACH services that it offers.

(c) "Effective Date" means the date on which the Court enters this Final Consent Judgment as an order.

5. Scope of Final Consent Judgment. The provisions of this Final Consent Judgment are entered pursuant to the UCCC and CCPA.

6. Liability. Domuso denies any liability for the conduct described in the Complaint (including pursuant to the UCCC and CCPA), but desires to avoid the inconvenience and expense of a dispute with the State of Colorado and has therefore agreed to enter into this Final Consent Judgment.

7. Release of Claims. The State of Colorado acknowledges by its execution hereof that this Final Consent Judgment constitutes a complete and final settlement and release of all claims under the UCCC and CCPA brought by the State of Colorado concerning the particular issues, allegations, or charges against Domuso and its owners, officers, employees, agents, affiliated entities, and subsidiaries ("Released Parties") with respect to all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been

asserted under the UCCC or CCPA or raised by the State of Colorado against Domuso about whether Domuso Certified Funds Fees are subject to the surcharge statute (§ 5-2-212, C.R.S.), and whether Domuso Certified Funds Fees are subject to the junk fees statute (§ 6-1-737(4)(d), C.R.S.) and all conduct, acts, and practices of Domuso described in the Complaint ("Released Claims"). The State of Colorado agrees that it shall not proceed with or institute any civil action or proceeding under the UCCC or CCPA against Domuso, including, but not limited to, an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys' fees, or costs, for any conduct or practice prior to the date of entry of this Final Consent Judgment which relates to the particular acts or practices outlined above. Notwithstanding any term of this Final Consent Judgment, any and all of the following forms of liability are specifically reserved and not released under this paragraph 7.

(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 conduct that is the subject of the Released Claims;

(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; and

(g) Any liability stemming from enforcement of the terms of this Final Consent Judgment.

8. Purpose. All parties are entering into this Final Consent Judgment for the purpose of compromising and resolving all claims described in paragraph 7 and to avoid the expense of further litigation.

9. Preservation of Law Enforcement Action. Nothing herein precludes the State of Colorado from enforcing the provisions of this Final Consent Judgment, or from pursuing any law enforcement action under the UCCC or CCPA with respect to the acts or practices of Domuso not covered by the Complaint and this Final Consent Judgment, to the extent not otherwise precluded by applicable law.

10. Compliance with and Application of State Law. Nothing herein relieves Domuso of its duty to comply with applicable Colorado law nor constitutes

authorization by the State of Colorado for Domuso to engage in acts and practices prohibited by such laws.

11. Non-Approval of Conduct. Except for acts or practices that comply with this Final Consent Judgment, nothing herein constitutes approval by the State of Colorado of Domuso's past or future business practices. Domuso shall not make any representation contrary to this paragraph.

12. 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 remedies through other actions. This Final 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 Final Consent Judgment does not create a private right of action on the part of any person or entity, whether to enforce this Final Consent Judgment or otherwise, other than the Parties and their successors-in-interest.

13. Use of Settlement as Defense. Nothing herein shall be interpreted to prevent the State of Colorado from taking enforcement action to address conduct occurring after the entry of this Final Consent Judgment that the State of Colorado believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Final Consent Judgment shall not be a defense to any such enforcement action.

14. Use of Settlement in Business Activity. Under no circumstances shall this Final Consent Judgment, the name of the Attorney General or the Administrator, or the names of any of the State of Colorado's employees or representatives be used by Domuso or any of its employees, representatives, or agents as an endorsement of any conduct, past or present, by Domuso.

15. Retention of Jurisdiction. This Court shall retain jurisdiction over this matter for the purpose of enabling any party to this Final 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 Final Consent Judgment, the enforcement of compliance herewith and the punishment of violations hereof.

16. Contempt. The Parties understand and agree that a finding of any violation of any term or provision of this Final 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).

17. Execution in Counterparts. This Final Consent Judgment may be executed in counterparts.

18. Severability. If any provision(s) of this Final 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.

19. Successors-in-Interest. The terms and provisions of this Final Consent Judgment may be enforced by the current Attorney General and Administrator, and by any authorized agents or representatives, as well as by any successors-in-interest, agents, or representatives. The terms of this Final Consent Judgment apply to Domuso, past and present directors, officers, employees, representatives, agents, principals, affiliates, parents, subsidiaries, operating companies, predecessors, divisions or other internal organizational units of any kind, and their successors and assigns. In no event shall assignment of any right, power, or authority under this Final Consent Judgment avoid compliance with this Final Consent Judgment.

20. Amendment. This Final Consent Judgment may be amended solely by written agreement signed by the State of Colorado and Domuso.

21. Notice. Whenever Domuso shall provide notice or any other documents to the State of Colorado under this Final Consent Judgment, that requirement shall be satisfied by sending notice to:

Kevin J. Burns
Senior Assistant Attorney General
Consumer Credit Enforcement Unit
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
kevin.burns@coag.gov

Any notice or other documents sent to Domuso by the State of Colorado under this Final Consent Judgment shall be sent to:

Domuso Inc.
c/o Ronald Cheng
Pillsbury Winthrop Shaw Pittman LLP
725 S. Figueroa St., 36th Floor
Los Angeles, CA 90017
ronald.cheng@pillsburylaw.com

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

23. Entire Agreement. This Final 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 Final Consent Judgment that are not in this Final Consent Judgment. In any action undertaken by the Parties, no prior versions of this Final Consent Judgment and no prior versions of any of its terms that were not entered by the Court in this Final Consent Judgment may be introduced for any purpose whatsoever.

III. PERMANENT INJUNCTION

24. Effective immediately, this Court PERMANENTLY ENJOINS Domuso and any other person under its control or at its direction who receives actual notice of this Order, as follows:

(a) **Compliance with Surcharge Statute**. Domuso shall comply with all requirements of § 5-2-212, C.R.S., including, but not limited to, charging Domuso Certified Funds Fees with regard to rent or related payments for

Colorado properties not to exceed two percent (2%) of the total rent or related payment. Domuso also agrees that all disclosures mandated by the statute will be provided clearly and conspicuously to Colorado consumers.

(b) **Compliance with Junk Fees Statute**. Domuso shall comply with all requirements of § 6-1-737(4)(d), C.R.S. in charging Domuso Certified Funds Fees to consumers, including, but not limited to, providing a means of payment that is cost-free and reasonably accessible to consumers. For the avoidance of doubt, Domuso Certified Funds Fees, when imposed subject to the other provisions of this Final Consent Judgment, will be in compliance with § 6-1-737(4)(d), C.R.S., provided that Domuso provides a means of payment that is cost-free and reasonably accessible to consumers.

(c) **Termination of Fee-Sharing Arrangements**. Domuso shall terminate any and all fee-sharing, revenue-sharing, or similar agreements with Colorado properties related to Domuso Certified Funds Fees. Domuso shall not enter into any new fee-sharing or revenue-sharing agreements with Colorado properties regarding Domuso Certified Funds Fees.

(d) **Paper Check Acceptance Measures**. To encourage and maintain the continued acceptance of paper check payments by Colorado properties, Domuso shall implement and maintain the following measures:

i. *Provision of Check-Scanning Software*. Domuso shall offer check-scanning software at no cost to Colorado properties that utilize Domuso's payment processing services;

ii. *Request for Continued Paper Check Option*. Domuso shall request that all Colorado properties using Domuso's payment processing services continue to offer tenants a paper check payment option; and

iii. *Offering Mobile Check Pay*. Domuso shall continue to offer its mobile check pay option enabling consumers to make payments by check through a mobile device.

(e) If the State of Colorado determines that Domuso has failed to comply with any provision of this Final Consent Judgment and, if in the State of Colorado's sole discretion, the failure to comply does not threaten the health, safety, or welfare of the citizens of Colorado, the State of Colorado will notify Domuso in writing and specify the issue of noncompliance. Domuso shall then have fifteen (15) business days after receipt of the written notice to provide a written response to the State of Colorado, which may include (a) a statement why Domuso believes it is in compliance with this Final Consent Judgment; or (b) a statement explaining how the alleged breach occurred, and how and when it will be addressed or corrected, as necessary.

25. Domuso shall ensure that all persons subject to the terms of this Final Consent Judgment receive notice of and, to the extent possible, comply with its

obligations. Domuso shall also ensure that all Colorado properties that use Domuso's payment processing services receive notice of this Final Consent Judgment.

IV. MONETARY PROVISIONS

26. Domuso shall pay to the State of Colorado the sum of one hundred thousand dollars ($100,000). This amount is due on or before the date that is thirty (30) days after the Effective Date of this Final Consent Judgment. This payment is to reimburse Colorado for its costs in investigating this matter and in lieu of the State of Colorado's pursuit of penalties, disgorgement, restitution, and other appropriate injunctive relief against Domuso. This amount is payable to the Attorney General in trust, to be used, along with any interest thereon, in the Attorney General's sole discretion for attorneys' fees and costs, consumer restitution, if any, consumer or creditor educational purposes, consumer credit or consumer protection enforcement efforts, or public welfare purposes.

27. All payments due to the State of Colorado shall be deemed paid upon the State of Colorado's receipt of the payment. Domuso may pay by ACH payment or by check. The Administrator will provide ACH payment instructions upon request. Payments by check shall be made payable to the "Colorado Department of Law," and mailed to "Administrator, UCCC, Attn: Kevin Burns and Miriam Burnett, 1300 Broadway, 9th Floor, Denver, Colorado 80203."

28. If Domuso fails to make the payments required herein when due, the State of Colorado shall be entitled to immediate entry of judgment against Domuso for the full amount owed, plus interest at the rate of eight (8) percent annum, as set forth in § 5-12-102, C.R.S. The State of Colorado shall provide notice to Domuso and the attorneys identified herein prior to the filing of a Motion for Entry of Judgment.

29. Domuso represents that its financial disclosures provided to the State of Colorado are complete and accurate as of the date of the disclosures and that it is financially able to comply with this Final Consent Judgment.

V. COMPLIANCE REPORTING

30. **Annual Reports**. For a period of two (2) years following the Effective Date of this Final Consent Judgment, Domuso shall submit an annual written compliance report to the Administrator. Each report shall include:

(a) A list of all Colorado properties utilizing Domuso's payment processing services;

(b) A description of all Domuso payment methods offered to consumers at each property; and

(c) A list of all fees collected associated with each Domuso payment method.

31. **Certification**. Each annual compliance report shall be signed by an officer of Domuso and shall certify that the information is accurate and that Domuso is in compliance with all terms of this Final Consent Judgment.

32. **Additional Information**. Upon request of the State of Colorado, Domuso shall provide supplemental information reasonably necessary to evaluate compliance with this Final Consent Judgment.

33. **Recordkeeping**. Domuso shall maintain records sufficient to demonstrate compliance with this Final Consent Judgment for a period of two (2) years following the Effective Date of this Final Consent Judgment. At Domuso's reasonable expense and at the State of Colorado's option, Domuso shall permit the State of Colorado to inspect its books and records once at any time within Domuso's normal business hours and upon reasonable prior written notice to Domuso's counsel. The inspection must occur within two (2) years of the Effective Date of this Final Consent Judgment and shall be conducted solely to enable the Administrator to determine and verify the accuracy and thoroughness of Domuso's self-audit and its compliance with this Final Consent Judgment.

34. Domuso shall notify the State of Colorado of any development that may materially affect its compliance obligations under this Final Consent Judgment, including, but not limited to, a dissolution, sale, merger, or bankruptcy filing.

VI. REPRESENTATIONS AND WARRANTIES

35. Except as expressly provided in this Final Consent Judgment, nothing in this Final Consent Judgment shall be construed as relieving Domuso of its 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 law, regulation or rule.

36. Domuso 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 Final Consent Judgment. The State of Colorado relies on these representations as a material inducement to resolve this matter and enter into this Final Consent Judgment.

37. Domuso acknowledges that it has thoroughly reviewed this Final Consent Judgment, that it understands and agrees to its terms, and that it agrees that it shall be entered as an Order of this Court.

VII. ENFORCEMENT OF FINAL CONSENT JUDGMENT

38. This Final 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.

39. In any action brought by the State of Colorado to enforce this Final Consent Judgment, Domuso consents to personal and subject matter jurisdiction in the District Court for the City and County of Denver. Domuso further consents to domestication of any judgment related to violations of this Final Consent Judgment in any state court within the United States.

40. This Final Consent Judgment is governed by the laws of Colorado.

SO ORDERED and SIGNED this _____ day of _____, 2026.

BY THE COURT:

_____

District Court Judge

ORIGINAL SIGNATURE PAGES OF THE PARTIES ARE ATTACHED AS "ATTACHMENT A"

ATTACHMENT A

The undersigned parties enter into this Final Consent Judgment in this matter, *State of Colorado, ex re. Philip J. Weiser, Attorney General, et al. v. Domuso Inc.*

On behalf of the Colorado Attorney General and the Administrator of the UCCC,

(Signature) Kevin J. Burns (Date) 07/20/2026

KEVIN J. BURNS, #44527
Senior Assistant Attorney General
Consumer Protection Section
Attorneys for Plaintiff

On behalf of Domuso Inc.,

(Signature) _____ (Date) 7/27/26

MICHAEL LIGHTFOOT
President and CEO

(Signature) Ronald L. Cheng (Date) 07/27/2026

RONALD L. CHENG
Pillsbury Winthrop Shaw Pittman LLP
Counsel for Domuso Inc.