

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202</p> <hr/> <p>STATE OF COLORADO, <i>ex rel.</i> PHILIP J. WEISER, ATTORNEY GENERAL</p> <p>Plaintiff,</p> <p>v.</p> <p>HOMEOPTIONS, INC.; HOMEOPTIONS COLORADO REAL ESTATE, LLC</p> <p>Defendants.</p>	<p>DATE FILED April 1, 2025 10:08 AM FILING ID: 2E0B7044B5625 CASE NUMBER: 2025CV31198</p> <p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p>
	<p>Case No. Div.:</p>
<p><b>STIPULATED CONSENT JUDGMENT</b></p>	

Comes Now the Plaintiff, Philip J. Weiser, Attorney General for the State of Colorado (“Attorney General”) in his official law enforcement capacity, and Defendants HomeOptions, Inc. and HomeOptions Colorado Real Estate, LLC (collectively the “Defendants”) who jointly submit this Stipulated Consent Judgment. Plaintiff and Defendants submit this stipulation to resolve all claims brought by the Attorney General in the Complaint that is being filed simultaneously with this proposed Consent Judgment.

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

1. The Court has jurisdiction over the parties and the subject matter of the lawsuit under the grounds alleged by the Attorney General in the Complaint.

2. Venue is proper in the District Court for Second Judicial District pursuant to Rule 98 and Colo. Rev. Stat. § 6-1-103.

#### **A. Definitions**

3. Unless otherwise stated herein, all terms in this Consent Judgment shall have the same meaning as used in the Colorado Consumer Protection Act, or as otherwise defined in Colorado law.

4. The following specific terms shall have the following meanings as used in this Consent Judgment:

a. “Colorado Consumer Protection Act” or “CCPA” means Colo. Rev. Stat. §§ 6-1-101 to 6-1-1707.

b. “Covered Conduct” means any activities that are related to subject areas of the Attorney General’s investigation into Defendants including the sale and execution of Future Broker Engagement Contracts, unfair and deceptive sales tactics, and unreasonable and unfair conduct related to the sale and provision of real estate brokerage services that are alleged to have taken place prior to the Effective Date.

c. “Effective Date” means April 1, 2025.

d. “Future Broker Engagement Contract” means the contract marketed and used by Defendants in Colorado in which the owner of a residential property grants to HomeOptions, Inc. the exclusive right to list, market,

sell, and earn a commission on the sale of their property if the owner elects to sell the property during the term of the Future Broker Engagement Contract, including but not limited to documents titled “Exclusive Right to List and Sell Agreement.”

- e. “Memorandum of Understanding” means any document that was recorded in the title record of a homeowner’s property after the homeowner entered a Future Broker Engagement Contract, including but not limited to documents titled “MEMORANDUM OF UNDERSTANDING/NOTICE.”
- f. “Released Claims” shall have the meaning assigned to it in paragraph 6 of this Consent Judgment.
- g. “Released Parties” includes HomeOptions, Inc. or HomeOptions Colorado Real Estate, LLC, any current or former employee of those entities, and or independent contractor that was involved in the sale of a Future Broker Engagement Contract.

## **B. General Provisions**

5. Scope of Judgment - The provisions of this Consent Judgment are entered into pursuant to the CCPA.

6. Release of Claims - The Attorney General acknowledges that this Consent Judgment constitutes a complete settlement and release of all claims under the CCPA against the Released Parties, with respect to all claims, causes of action, damages, restitution, fines, costs, and penalties that the Attorney General asserted or could have

asserted under the CCPA that relate to the Covered Conduct and that arose prior to the Effective Date (“Released Claims”).

7. The Attorney General agrees that he shall not proceed with or institute any civil action or proceeding under the CCPA against any Released Parties, 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 Consent Judgment which relates to the subject matter of the Released Claims or the Covered Conduct.

8. Notwithstanding any term of this Consent Judgment, any and all of the following forms of liability are specifically reserved and excluded from the release contained herein:

- a. Any criminal liability that any person or entity, including Defendants or any Released Party, has or may have to the State of Colorado;
- b. Any civil or administrative liability that any person or entity, including Defendants and those working in conjunction with Defendants, may have to the State of Colorado under any statute, regulation, or rule not expressly released here, including but not limited to:
  - i. State or federal antitrust violations;
  - ii. State or federal securities violations; or
  - iii. Federal, state, or local tax liability.

9. Liability – All parties are entering into this Consent Judgment for the purpose of compromising and resolving all of the disputed claims and to avoid the expense

of further litigation and without adjudication of any issue of fact or law or finding of liability of any kind, to settle and resolve all matters in dispute arising from the conduct alleged in the Complaint. Nothing in this Consent Judgment shall be construed or deemed an admission by Defendants of any wrongdoing or any violation of state or federal law or regulation. Defendants expressly deny any liability or wrongdoing and are entering into this Consent Judgment to avoid further inconvenience and costs of potential litigation.

10. Preservation of Law Enforcement Action – Nothing herein precludes the Attorney General from enforcing the provisions of this Consent Judgment, or from pursuing any law enforcement action with respect to the acts or practices of Defendants not covered by the Complaint and this Consent Judgment or any acts or practices of Defendants conducted after the entry of this Consent Judgment.

11. Compliance With and Application of State Law – This Consent Judgment does not relieve Defendants of their duty to comply with applicable laws of the State of Colorado nor constitutes authorization by the Attorney General for Defendants to engage in acts and practices prohibited by such laws. This Consent Judgment shall be governed by the laws of the State of Colorado.

12. Non-Approval of Conduct – Nothing in this Consent Judgment constitutes approval by the Attorney General of Defendants' past or future business practices. Defendants shall not make any representation contrary to this paragraph.

13. Third-Party Rights and Claims – This Consent Judgment shall not be construed as a waiver of any rights that any person may have to pursue a private right of action or allege any claim against Defendants. In addition, this Consent Judgment shall

not be construed or used as a waiver or limitation of any defense otherwise available to Defendants in any other action, of Defendants' right to defend itself from, or make arguments in, any private individual or class action claims or suits, or any other governmental or regulatory investigations or suits, relating to the subject matter or terms of this Consent Judgment.

14. This Consent Judgment is for the benefit of the parties only 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 hereto and their successors in interest.

15. Use of Settlement as Defense – This Consent Judgment does not prevent the Attorney General from taking enforcement action to address conduct occurring after the entry of this Consent Judgment 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 Consent Judgment is not a defense to any such enforcement action.

16. Use of Settlement in Business Activity – Under no circumstances shall this Consent Judgment, the name of the Attorney General, or the names of any of the Attorney General's employees or representatives be used by Defendants or any of their employees, representatives, or agents as an endorsement of any conduct.

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

18. Contempt – The parties understand and agree that a finding of any violation of any term or provision of this 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).

19. Execution in Counterparts – This Consent Judgment may be executed in counterparts.

20. Severability – If any provision(s) of this 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.

21. Attorney General’s Successors in Interest – The terms and provisions of this Consent Judgment may be enforced by the current Colorado Attorney General, and by any of the Attorney General’s authorized agents or representatives, as well as by any subsequent Colorado Attorney General or their agents, or representatives.

22. Defendants’ Successors in Interest – The terms of this Consent Judgment apply to Defendants, their successors, assigns, and past and present directors, officers, employees, representatives, agents, principals, affiliates, parents, subsidiaries, operating companies, predecessors, divisions or other internal organizational units of any kind or any other entities or persons acting in concert or participation with Defendants. In no event shall assignment of any right, power, or authority under this Consent Judgment avoid compliance with this Consent Judgment.

23. Admissibility – This Consent Judgment is made without trial or adjudication of any issues of fact or law or finding of liability of any kind. No part of this Consent Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Defendants. Notwithstanding the foregoing, the Attorney General may file an action to enforce the terms of this Consent Judgment and/or use the Consent Judgment for the purposes set forth in § 6-1-110(2), C.R.S.

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

25. No Waiver – The failure of any party to exercise any rights under this Consent Judgment shall not be deemed a waiver of any right or future rights.

26. Entire Agreement – 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 subject matter of this Consent Judgment that are not in this Consent Judgment. In any action undertaken by the parties, no prior versions of this Consent Judgment and no prior versions of any of its terms that were not entered by the Court in this Consent Judgment may be introduced for any purpose whatsoever.

27. Attorneys' Fees and Costs – Subject to CRS 6-1-113(4), each party shall bear its own attorney's fees and costs in connection with the investigation and enforcement of this Consent Judgment.



28. Amendment – This Consent Judgment may be modified only on noticed motion by a party with approval of the Court, or upon written consent of the parties and the approval of the Court.

29. Representations and Warranties – Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment shall be construed as relieving Defendants of their 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.

30. Time to Review - Defendants acknowledge that they have thoroughly reviewed this Consent Judgment, that they understand and agree to its terms, and that they agree that it shall be entered as an Order of this Court.

31. Notice – Whenever Defendants shall provide notice or any other documents to the Attorney General under this Consent Judgment, that requirement shall be satisfied by sending notice to:

FOR THE ATTORNEY GENERAL:

Brady Grassmeyer  
Conor Kruger  
1300 Broadway, 10th Floor  
Denver, Colorado 80203  
[Brady.Grassmeyer@coag.gov](mailto:Brady.Grassmeyer@coag.gov)  
[Conor.Kruger@coag.gov](mailto:Conor.Kruger@coag.gov)

FOR THE DEFENDANTS

Sameer Punjani, Employing Broker  
HomeOptions, Inc.  
3527 Mount Diablo Blvd, Suite 210  
Lafayette, CA 94549

*With a copy to:*

Andrew L. Mathews  
Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, WA 98101  
[andrew.mathews@stoel.com](mailto:andrew.mathews@stoel.com)

Bradley R. Prowant  
Stoel Rives LLP  
33 South Sixth Street, Suite 4200  
Minneapolis, MN 55402  
[bradley.prowant@stoel.com](mailto:bradley.prowant@stoel.com)

### **C. Injunctive Terms**

32. Beginning on the Effective Date, Defendants shall make no claim and take no action to enforce the early termination fee or breach provisions of any Future Broker Engagement Contract with any Colorado consumer. However, if a homeowner wishes to utilize Defendants' referral services as identified in the Future Broker Engagement Contract, Defendants may exercise that right if otherwise in accordance with Colorado law.

33. Defendants affirmatively state that the early termination fee and breach provisions of any Future Broker Engagement Contract that Defendants have or might have with a Colorado consumer are void and unenforceable.

34. Within 63 days of the Effective Date, Defendants shall:

- a. Affirmatively cause the recording of full and unconditional terminations of every Memorandum of Understanding that is recorded in the title record of any real property within the State of Colorado; and

- b. Record any other documentation necessary to terminate the Memorandum of Understanding with the clerk and recorder of every county where real property encumbered by a Memorandum of Understanding is located.

35. Defendants shall perform their obligations in paragraph 34 of this Consent Judgment at their own cost without any further action required by the owner of the affected real property.

36. No later than 63 days following the Effective Date, Defendants shall, in writing, notify the homeowner of any property encumbered by a Future Broker Engagement Contract or Memorandum of Understanding that the memorandum recorded in their property's title record has been terminated.

37. No later than 77 days after the Effective Date, Defendants shall provide the Attorney General with a copy of each termination they recorded pursuant to paragraph 34 of this Consent Judgment. For avoidance of doubt, Defendants may comply with this paragraph by providing a non-certified or electronic copy of the recording, provided that the copy contains a county clerk reception number or other information sufficient to confirm that the termination was recorded in the property's title record.

38. Defendants shall have no remaining claim or interest in the real property owned by any Colorado consumer.

39. If within the 63 days following the Effective Date, Defendants become aware that a Colorado consumer who is a party to a Future Broker Engagement Contract is selling their home, Defendants shall take immediate steps to prioritize the termination of the Memorandum of Understanding on that consumer's property so that the Memorandum

of Understanding does not unreasonably interfere or delay the transaction. If necessary, Defendants shall work with any title company, real estate agent, or other person to terminate the Memorandum of Understanding on that consumer's property.

40. No later than 7 days following the Effective Date, Defendants shall dismiss any legal or equitable claims in which the basis of the Defendants' claim(s) are their right to collect money under a Future Broker Engagement Contract or a Memorandum of Understanding.

#### **D. Enforcement of Consent Judgment**

41. This 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.

42. Any violation of this Consent Judgment is subject to applicable penalties under Colorado law. In any action brought by the Attorney General to enforce this Consent Judgment, Defendants consent to personal and subject matter jurisdiction in the City and County of Denver. Defendants further consent to domestication of any judgment related to violations of this Consent Judgment in any court within the United States of America. This Consent Judgment is governed by the laws of the State of Colorado.

43. The Attorney General may assert any claim that Defendants have violated this Consent Judgment to enforce compliance with this Consent Judgment or may seek any other relief afforded by law for violations of the Consent Judgment.

44. Nothing in this section limits any rights the Attorney General may have to serve a civil investigative demand or take any other investigatory action authorized by Colorado law except that the Attorney General may not serve a civil investigative demand

related to Covered Conduct. Nothing in this section shall limit any applicable defenses  
Defendants may have to respond to any subpoena or investigatory action.

APPROVED FOR FILING and SO ORDERED, this \_\_\_\_\_ day of April, 2025.

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District Court Judge  
Second Judicial District

Approved As to Form:

Attorneys for Plaintiff:

PHILIP J. WEISER  
Attorney General



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Lauren M. Dickey, #45773  
First Assistant Attorney General  
Brady J. Grassmeyer, #47479  
Senior Assistant Attorney General  
Conor A. Kruger, #54111  
Assistant Attorney General

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