

IN THE MATTER OF :
CENTURY HILLS PROPERTY :
OWNER LLC and :
JRK RESIDENTIAL GROUP, INC. :

SECOND ASSURANCE OF VOLUNTARY COMPLIANCE

This Second Assurance of Voluntary Compliance (the "Assurance") is provided to Bryan Cafferelli, Commissioner of the Connecticut Department of Consumer Protection ("Department"), by Century Hills Property Owner LLC and JRK Residential Group, Inc. (collectively, the "Respondent"), pursuant to the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b, et seq, ("CUTPA") and more particularly Conn. Gen. Stat. § 42-110j. The First Assurance of Voluntary Compliance was entered into on March 4, 2026, to set forth financial compensation for Respondent's residents. This Second Assurance of Voluntary Compliance is intended to set forth Respondent's obligations to remediate and maintain its Property, as identified in Section I. The Department and Respondent (the "Parties") intend the First Assurance and the Second Assurance to resolve issues arising from the investigation of Respondent.

I. FACTUAL BACKGROUND

- A. The Connecticut Office of the Attorney General (the "OAG"), acting on behalf of the State of Connecticut ("State"), investigates alleged violations of CUTPA and enforces its provisions, including Conn. Gen. Stat. § 42-110j.
- B. Respondent is a Delaware corporation with a principal place of business at 11766 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90025.

- C. Robert Lee is the chief executive officer of Respondent and is authorized to execute this Assurance on its behalf.
- D. Respondent owns and operates an apartment complex with a business address of 98 Cold Spring Road, Rocky Hill, CT, 06067 and residential addresses at 100 to 500 Cold Spring Road, Rocky Hill, CT 06067, known as the Concierge Apartments or Two Coast Living during the relevant time period. Notwithstanding any change to the trade name,¹ this Assurance shall refer to the apartment complex with a business address of 98 Cold Spring Road, Rocky Hill, CT, 06067 and residential addresses at 100 to 500 Cold Spring Road, Rocky Hill, CT 06067 as “Concierge Apartments” or the “Property.” This Assurance shall continue in full force and effect following any name change for the Property.

II. ACKNOWLEDGEMENTS

- A. The State alleges the following:
 - 1. Concierge Apartments consists of five separate buildings known as Buildings 100, 200, 300, 400 and 500, also known as Buildings A, B, C, D and E, respectively.²
 - 2. In or about January 2026, the State experienced prolonged freezing weather and Concierge Apartments experienced extensive damage due to burst pipes, resulting in the Town of Rocky Hill (the “Town”) issuing an evacuation order.
 - 3. Residents in Buildings A, B and C were displaced from their units effective

¹ Respondent has registered three trade names – The Beacon Luxury Apartments, The Beacon, and The Beacon Luxury Homes – for the apartment complex as of June 23, 2026. Changes in trade name have no effect on the applicability or enforceability of this Assurance.

² For ease of reference the buildings will be referred to hereafter as “Buildings A, B, C, D, and E.”

on midnight on February 6, 2026. Residents in Building B returned on February 19, 2026. Residents in Building A returned on February 28, 2026. Residents in Building C returned on March 6, 2026.

4. Residents in Buildings D and E were displaced from their units for a total of 6 days after the Town determined that the fire suppression system in those buildings was malfunctioning. The Town permitted those residents to return to their units on February 10, 2026.
 5. As a residential landlord, Respondent has a duty under Conn. Gen. Stat. § 47a-7 to provide premises in a fit and habitable condition.
 6. The State maintains that Respondent may have violated Conn. Gen. Stat. § 47a-7 by failing to provide premises to its residents residing in the Concierge Apartments in a fit and habitable condition, and that such failure may give rise to a violation of CUTPA.
- B. Respondent denies that its actions violated Conn. Gen. Stat. § 47a-7 or CUTPA.
- C. Respondent further attests that it is working to complete repairs that will greatly reduce the risk of pipes and fire sprinkler lines freezing in severe future weather events. Repairs include the installation of:
- Heat trace (aka heat tape) and insulation on water supply and wastewater plumbing lines in the ceilings of garages in Buildings A, B and C;
 - A thorough insulation system above and below the plumbing lines in the ceilings of garages in Buildings A, B and C;
 - A new exterior rated T-bar ceiling system in the ceilings of garages in Buildings A, B and C;

- Plenum heaters in ceilings of buildings A, B and C where heat trace was not installed on plumbing lines;
- Plenum heaters in the ceilings of the entry vestibules of Buildings D and E; and
- Heat trace on fire sprinkler lines in limited areas of Buildings D and E.

III. REMEDIATION OF THE CONCIERGE APARTMENTS

A. Appointment of Independent Inspector.

1. Within ten (10) days of the execution of this Assurance, Respondent shall retain a third-party inspector (the "Inspector"), subject to the approval of the Office of the Attorney General, to carry out the duties set forth in this Assurance. Respondent shall attest that it has no ownership or financial interest in the company and the sole relationship between Respondent and the Inspector is performance of the obligations of the Inspector outlined in this Assurance.
2. Within thirty (30) days after its retention, the Inspector will conduct its first quarterly inspection. Within sixty (60) days after its retention, the Inspector shall submit to Respondent a plan (the "Remediation Plan") to address any needed improvements to the Property's mechanical systems, plumbing systems, and heating and insulation, and to address any health and safety issues.
3. For avoidance of any doubt "health and safety issues" shall include improvements that are needed to protect the health and safety of the Property's residents, including but not limited to the following:
 - Compliance with all current health and safety codes;

- Repairs and needed improvements to mechanical systems, plumbing systems, heating, lighting, and insulation;
 - Repair and maintenance of elevators in safe and operable condition;
 - Remediation of mold and asbestos as needed;
 - Maintaining necessary trash removal services and pest control measures;
 - Maintaining HVAC system to prevent humidity and mold;
 - Ensuring that all building door locks, including unit door locks, are working properly;
 - Maintaining sufficient staff to complete repair and maintenance of the Property on an on-going basis; and
 - Any other health and safety issues identified by the inspector.
4. Following review and acceptance of the Remediation Plan by Respondent, the remediation plan in its entirety will be provided to the OAG and the Town of Rocky Hill ("Town") upon request.
 5. Respondent will provide to the Inspector, upon request, any records relating to the Remediation Plan, including but not limited to requests-for-proposals, bills, invoices, statements and blueprints ("Records").
 6. The Inspector will monitor compliance with the terms of the Remediation Plan through regular inspections of the Property and review of Records.
 7. Respondent shall provide the Inspector and, upon request, the Town with quarterly reports detailing progress toward completion of Remediation Plan elements.

8. All work to be completed pursuant to the Remediation Plan shall be completed by appropriately licensed and insured persons and in accordance with Connecticut law.

B. Quarterly Inspections.

1. The Inspector shall conduct its first quarterly inspection of the Property within thirty (30) days of being retained and conduct three quarterly inspections every ninety (90) days thereafter, along with interim inspections when deemed necessary by the Inspector.
2. The Inspector shall perform the following health and safety inspections and verifications of the Property:
 - Quarterly in-person common area inspections;
 - Quarterly, and as needed at Inspector's discretion, verification of compliance with the Remediation Plan;
 - Monthly review of maintenance work order logs;
 - Unit-level inspections of health and safety issues in response to specific resident complaints and with the consent of the resident;
 - Independent verification of emergency mitigation work by engaged mitigation vendors, including documentation of such emergency mitigation work for water, fire, and storm issues; and
 - Coordination of the annual mechanical systems inspection performed by a licensed Connecticut mechanical contractor.

3. The Inspector shall prepare a report of repair items after each quarterly inspection, or after any interim inspections at the discretion of the Inspector and submit such report in its entirety to Respondent and the Town.
4. The Inspector's plan to remediate health and safety issues identified during its quarterly and interim inspections will detail the scope of the work to be completed; the phases in which the work is to be completed; the identity of the general contractor; and the date on which the work will be completed.
5. Respondent shall provide the Inspector with a spreadsheet every thirty (30) days, starting on the date of the first quarterly inspection, listing all work orders submitted by residents, the work performed by Respondent to address the work order, and the date such work order was resolved.
6. The Inspector shall meet and confer with Respondent if the Inspector identifies potential violations of health and safety codes or identifies issues that may compromise the health and safety of Concierge Apartments residents.
7. The Inspector may amend the Remediation Plan in the event that new health and safety issues arise.

IV. COMMUNICATION WITH TOWN AND RESIDENTS

- A. Within twenty (20) days after execution of this Assurance, Respondent shall continue or initiate the following measures to ensure adequate communication with residents and the Town:
 1. Continue to provide an online portal for residents to submit work orders.
 2. Continue to provide adequate staff to respond to resident calls and emails and maintenance requests within 48 hours utilizing appropriately licensed staff to

perform all maintenance repairs in accordance with municipal code and Connecticut law.

3. Continue its dedicated hotline phone number and email address for residents to reach a senior level point of contact appointed by Respondent if a work order or complaint has not been adequately addressed by property management. Respondent shall provide adequate staff to respond to resident calls and emails within 48 hours.
4. Provide periodic email or text updates to residents when addressing issues that have a broad impact, e.g., water leaks, elevator malfunctions, and hot water outages.
5. Schedule quarterly meetings between senior management for Respondent and the Town within a reasonable amount of time after execution of the Assurance.
6. Schedule a meeting between senior management for Respondent and residents within a reasonable amount of time after execution of the Assurance.
7. Regularly distribute a newsletter to residents.

V. NON-ADMISSION

- A. This Assurance operates to settle and close the part of the Investigation relating to remediation and maintenance of the Property. Respondent, without making any substantive admission of wrongdoing, agrees to abide by the terms and conditions of this Assurance.
- B. This Assurance is made without trial or adjudication of fact or law and neither the fact of, nor any provision contained in, this Assurance shall constitute, or be construed as, an admission by Respondent for any purpose, of any fact or of any violation of

any state law, rule, or regulation. The Department and/or the State made no findings that Respondent violated any state law, rule, or regulation. This Assurance does not constitute: evidence of any liability, fault, or wrongdoing by Respondent; a concession by Respondent as to the validity of any allegation or claim made against them arising out of the Investigation; or an approval, sanction or authorization by the Department or the State of any act or practice of Respondent.

VI. COMPLIANCE TERMS

- A. Respondent shall comply with CUTPA and Conn. Gen. Stat. § 47a-7 in connection with its duties as a residential landlord to Connecticut consumers.
- B. Nothing in this Assurance shall be construed to prohibit Respondent from engaging in lawful business in Connecticut in compliance with this Assurance and all applicable Connecticut laws, nor shall this Assurance be construed as relieving Respondent of the obligation to comply with all applicable Connecticut laws.
- C. This Assurance shall not create any private rights or causes of action in any third parties. Nothing herein shall be construed as a general waiver of any private right, cause of action, or remedy of any private person against the Respondent. Similarly, nothing contained herein shall waive the right of the Respondent to assert any lawful defenses in response to a complaint or inquiry from any consumer or any other matter.
- D. This Assurance is the final, complete, and exclusive agreement on the matter of remediation and maintenance of the Concierge Apartments and it supersedes, terminates and replaces any and all previous negotiations and agreements, injunctions, orders and instruments as may exist, with the exception of the Assurance of Voluntary Compliance entered into by the parties on March 4, 2026, relating to financial compensation for Property residents. No change or modification of this Assurance shall be valid unless in writing and signed by the Department, the State and Respondent. This Assurance shall neither create nor waive any private rights or remedies in any third parties, including residents of

Concierge Apartments, nor shall it waive any rights, remedies, or defenses of Respondent in respect to any third party. The Department, the State and Respondent shall each bear their own costs in connection with the negotiation, execution and implementation of this Assurance. If any of the substantive laws cited in this Assurance change due to their amendment, repeal, or disposition by the legislature, an agency, or court where such change permits any action prohibited by any provision of this Assurance, that provision shall be deemed severed and of no further force or effect, and the remaining terms and conditions shall remain enforceable as if such provision had not been contained herein.

- E. This Assurance shall not become part of the official record unless and until it is accepted by the Commissioner.
- F. This Assurance shall become binding upon acceptance and approval by the Commissioner.
- G. This Assurance and the Assurance of Voluntary Compliance entered into by the parties on March 4, 2026, relating to financial compensation for Property residents, shall apply with equal force to the Property and location regardless of trade or apartment complex name and shall be binding upon Respondent's successors and assigns.
- H. In the event that Respondent transfers ownership of the Concierge Apartments, Respondent shall provide notice to the State ten (10) days prior to any transfer of ownership and shall provide a copy of this Assurance to the subsequent owner. This Assurance shall apply with equal force to any subsequent owner of the Concierge Apartments or the Property.

- I. Except as expressly set forth herein, the acceptance of this Assurance shall not be deemed in any way to waive the right of the Commissioner of Consumer Protection to take any and all appropriate action pursuant to his/her powers under CUTPA and more particularly Conn. Gen. Stat. § 42-110j.
- J. This Assurance shall expire after the Inspector has certified that Respondent has performed all repairs, if any, recommended by the Inspector following its fourth quarterly report.

RESPONDENT

**CENTURY HILLS PROPERTY OWNER LLC
JRK RESIDENTIAL GROUP, INC.**

By:  Date August 7, 2026
Robert Lee, Chief Executive Officer

**STATE OF CONNECTICUT,
DEPARTMENT OF CONSUMER PROTECTION**

Accepted and approved this 7th day of August, 2026.


Bryan Cafferelli, Commissioner

**WILLIAM TONG
ATTORNEY GENERAL,
OFFICE OF THE ATTORNEY GENERAL**


