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DISTRICT COURT, DOUGLAS COUNTY, COLORADO  4000 Justice Way Ste. 2009 Castle Rock, CO 80109	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p>
<p><b>PLAINTIFF:</b> KIMBERLY SEGURA, on behalf of herself and all others similarly situated,</p> <p>v.</p> <p><b>DEFENDANT:</b> AVENUE5 RESIDENTIAL, LLC, a Delaware limited liability company.</p>	
<p><i>Attorneys for Plaintiff:</i></p> <p>Jason Legg (#42946)                  CADIZ LAW, LLC                  501 S. Cherry St., Ste. 1100                  Denver, CO 80246                  720.330.2800                  jason@cadizlawfirm.com</p> <p><i>Additional counsel appear on signature page</i></p>	<p><b>Case Number:</b></p> <p><b>Div.:</b></p>
<p><b><u>CLASS ACTION COMPLAINT AND JURY DEMAND</u></b></p>	

Plaintiff Kimberly Segura (“Plaintiff” or “Segura”), individually and on behalf of all others similarly situated, by and through her attorneys, files this Class Action Complaint and Demand for Jury Trial (“Complaint”) against Defendant Avenue5 Residential, LLC (“Avenue5” or “Defendant”) seeking to: (1) stop Defendant’s practice of charging its tenants unlawful and inflated “junk fees” in addition to advertised monthly rents; (2) stop Defendant’s practice of charging tenants fees beyond those explicitly included in the lease agreements; (3) stop its practice of initiating evictions based on tenant’s failure to pay late fees in addition to overdue rent; (4) put an end to Defendant’s practice of charging excessive and inaccurate late-fees in violation of Colorado law, and (5) obtain damages and other redress for those injured by Defendant’s conduct. Plaintiff, for her Complaint, alleges as follows upon personal knowledge as to herself and her own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by her attorneys.

**INTRODUCTION**

1. This case is about how Avenue5, a Seattle-based property management company that manages over 600 properties nationwide, forces thousands of Colorado tenants to pay inflated and unfair fees that make it even harder for families to afford housing in the State.

2. Avenue5’s business strategy has unfortunately become the norm. That is, over the past several years, powerful and deep-pocketed corporations have sought to grow their profits by packing their contracts with hidden and misleading charges—known as “junk fees”—that increase the costs of daily life for working people.

3. Junk fees inflate prices and undermine fair competition in the rental housing market, which should involve corporations competing openly over the true price of goods. Instead, across the nation, consumers have grown accustomed to seeing their costs increase due to inflated and hidden fees that are often not disclosed until the very end of a transaction. Frequently, these hidden fees are disclosed so late (if at all) that consumers cannot realistically go elsewhere, giving the consumer no choice but to bear these deceptive and unfair fees if they want to purchase concert tickets, banking services, utilities, or any number of other goods or services.

4. Late disclosure of junk fees is particularly problematic in apartment rental contracts, where tenants may not learn of the fees (or see a copy of their lease) until shortly before move-in, after they have given notice to a prior landlord or invested significant moving expenses.

5. In Avenue5’s case, rental junk fees operate like a hidden tax on tenants who have no choice but to pay contrived fees if they want to stay in a home or rent a new one. Avenue5’s junk fees do not provide tenants with any special benefits or services beyond the ordinary costs of doing business that Avenue5 is required to bear as a landlord. In other words, these junk fees serve no legitimate purpose other than to increase Avenue5’s profits and inflate its bottom line.

6. To date, Avenue5 has attempted to avoid scrutiny and accountability for these practices by hiding its fees, understating the true costs of housing, and taking advantage of the extreme power imbalance inherent in the landlord-tenant relationship, because tenants rely on their landlords for housing, and especially acute in the relationship between renters and deep-pocketed property management companies like Avenue5.

7. Avenue5’s junk fees have devastating consequences. They can unexpectedly increase renters’ monthly expenditures beyond advertised rent costs, making rental housing even more unaffordable and undermining the financial stability of families across Colorado. While a renter may be able to manage and plan for high rents if they know about them in advance, the addition of an array of mandatory fees for “ancillary services” can unexpectedly push renters well beyond their means.

8. The belated disclosure of these fees—when they are disclosed at all—also undermines fair competition. Prospective tenants cannot meaningfully compare prices for apartment rentals when significant portions of the monthly rent are disguised as add-on fees. This may lead tenants to pay more than they otherwise would have for monthly rent, even when they can ill-afford the difference in price.

9. This case challenges several of Avenue5’s hidden junk fees, which it imposes on tenants across Colorado, including Valet Trash Fees, Pest Control Fees, and Territorial Fees (collectively the “Challenged Fees”).

10. The Challenged Fees are hidden from tenants, never meaningfully disclosed as part of the advertised rent. Though not included in the advertised rent, these junk fees are part of the real “rent” tenants must pay—that is, part of the mandatory, monthly cost to stay in an Avenue5 apartment. Tenants have no opportunity to seek alternative third-party service providers that may offer the same services at a lower cost. Instead, they are forced to accept these clandestine fees if they want to rent from Avenue5.

11. The fees are also deceitful, grossly inflated beyond the actual cost of any services provided by Avenue5. The true purpose of Avenue5’s junk fees is to provide an additional, pretextual profit center for Avenue5’s bottom line. Even where a particular fee seems small, the cumulative effect of collecting these fees monthly from tens of thousands of tenants results in substantial, unearned profits for Avenue5.

12. Additionally, in many cases, the Challenged Fees—specifically the Pest Control Fees and Valet Trash Fees—defy public policy by improperly shifting Avenue5’s cost of complying with the warranty of habitability onto its tenants and, in the case of the Valet Trash Fees, charging for a service proscribed by the International Fire Code broadly adopted in the jurisdictions in Colorado where Avenue5 operates. *See Ex. A - Arvada Fire Protection District Valet Trash Service Letter*. Through its junk fees, then, Avenue5 seeks to force tenants to pay extra, beyond their advertised rental payments, for services that Avenue5 either must provide as a matter of law or are broadly disallowed by law.

13. In addition to the Challenged Fees, Plaintiff brings this case to put an end to Avenue5’s practice of charging and collecting fees that were not agreed to in the lease agreements. That is, Avenue5 systematically double billed Plaintiff and the class members for trash services—once for a flat fee service and again based on a per occupancy formula—and also charged Plaintiff and the class members a “Territorial Fee”. Neither fee was included in Avenue5’s form lease agreement.

14. Finally, when tenants fall behind on rental payments—often as a result of the stacking effect of the hidden junk fees detailed above—Avenue5 charges late fees that exceed the amounts agreed to in its lease agreements.

15. After tenants fail to pay the late fees, Avenue5 then initiates court processes to evict them based, at least in part, on the failure to pay late fees. Such conduct violates Colorado law.

16. For all these reasons, Avenue5’s billing practices are deceptive, unfair, and unconscionable in violation of the Colorado Consumer Protection Act. In addition to that, many of the hidden fees and charges are not agreed to in the lease agreements and in certain cases run afoul of Colorado law. Finally, by imposing them, Avenue violates the covenant of good faith and fair dealing and the duty of accurate billing, and Avenue has been unjustly enriched through such misconduct.

## PARTIES

17. Plaintiff Kimberly Segura was a resident and citizen of the State of Colorado at all times relevant to this action. She leased Apartment Number 11-101, at 18301 East Cottonwood Drive Parker, Colorado 80138 (the “Montane”) from May 7, 2021, to August 31, 2022.

18. Defendant Avenue5 Residential LLC is a property management firm headquartered at 901 5th Ave Ste 3000, Seattle, WA 98164. At all times relevant, Avenue5 acted as the property manager for all properties where the Challenged Fees were charged, and Avenue5 charged and collected the Challenged Fees across all its Colorado residential properties.

19. Avenue5 has over 600 properties and 120,000 units under management nationwide.<sup>1</sup> On information and belief, Defendant Avenue5 uses the same Form Lease at every location it owns and/or manages.

## JURISDICTION AND VENUE

20. This Court has jurisdiction over Defendant pursuant to C.R.S. § 13-1-124(1)(a) because Defendant transact business in the State of Colorado.

21. The Court also has jurisdiction over Defendant pursuant to C.R.S. § 13-1-124(1)(c) because Defendant owns, uses, or possesses real property situated in the State of Colorado.

22. Venue is proper in Douglas County. The Montane apartment complex is located in Douglas County. Because Defendant is not a resident of Colorado, however, actions on a consumer contract may be tried in any county in which the defendant may be found in this state, or in the county designated in the complaint. *See* C.R.C.P. 98(c)(3)(B).

## COMMON FACTUAL ALLEGATIONS

### **I. The Scope of Avenue5’s Junk Fee Scheme**

23. Avenue5 manages thirty-three apartment properties in Colorado and is one of the largest managers of residential multi-unit properties in the state.

24. On information and belief, all of Avenue5’s Colorado properties are subject to the same Form Lease terms and policies. (*See* Form Lease, true and accurate copies of which are attached hereto as **Group Ex. B.**) This Form Lease is based on a template provided by the National Apartment Association and the Colorado Apartment Association.

25. The Form Lease is dense, consists largely of boilerplate terms, and is non-negotiable.

26. Irrespective of the particular Avenue5 property in Colorado, the Form Lease has

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<sup>1</sup> <https://www.linkedin.com/company/avenue5-residential/>

substantively identical language and provisions, in the body of the contract as well as in incorporated form addenda, with respect to key terms like the charging for Pest Control, Valet Trash, and Territorial Fees.

27. The Form Lease also has substantively identical provisions regarding rent, security deposits, landlord obligations and duties, tenant obligations, force majeure, and a host of other terms.

28. As a result of this standardized language, all Avenue5 tenants are subject to essentially identical lease terms no matter the Avenue5 property where they happen to reside in Colorado.

29. The Form Lease was ultimately approved of and presented by Defendant on a take-it-or-leave-it basis.

30. Similarly, Avenue5 assesses and seeks to collect Pest Control Fees, Valet Trash Fees, and Territorial Fees in the same unlawful manner with respect to all its Colorado tenants.

31. Avenue5 charges every tenant a Pest Control Fee, typically \$3-\$5 per month.

32. Avenue5 charges every tenant Valet Trash Fees, typically \$25 per month. This is in addition to a mandatory \$10 Trash service fee already paid by tenants.

33. Avenue5 charges every tenant “Territorial Fees,” typically \$33.23 per month.

34. Defendant itself or through agents pursues the Challenged Fees through collections actions, including evictions, before and after tenants have vacated.

35. Plaintiff was charged the Challenged Fees.

36. Plaintiff and class members paid the Challenged Fees to protect their interests in their leaseholds.

**II. Avenue5’s pricing structure and disclosure practices are deceptive because they misrepresent the total cost of rental housing at Avenue5’s properties.**

37. Avenue5 misrepresents the total costs of its rental units by omitting the Challenged Fees from advertised rent prices and by ultimately disclosing some of the fees in the lease agreement separately from the base rent price, and failing to disclose the “Territorial” Fee at all.

38. The Challenged Fee amounts are not included in the advertised rental amount despite the fact the Form Lease states, “All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.” (*See Ex. B, pg. 2.*)

39. In fact, the Challenged Fees are not disclosed until *after* the tenants have already spent hundreds of dollars (or more) on non-refundable fees to apply for and secure the unit and

other sunk costs like moving expenses.

40. Despite containing a list of fees and charges, Defendant's standard "Welcome Home" letters, which it provides to tenants and applicants upon their application for a rental unit do not disclose the Challenged Fees except for the Pest Control Fee. Rather, tenants are not informed of all of the Challenged Fees until they are presented with the Form Lease, which is well after they have already expended considerable amounts to initiate the rental process, including non-refundable application fees, administrative fees, security deposits, pet deposits, and at least the first month's rent. At that point in the process, it would be impossible to find alternative housing to avoid the Challenged Fees. Even still, the Territorial Fee is not included in the Form Lease.

41. This practice of gradually disclosing additional costs throughout the consumer's rental process (known as "drip pricing") is deceptive, unfair, and unavoidable for Avenue5's tenants.

42. Even upon disclosure, Avenue5 continues to disclose the Challenged Fees *separately* from the monthly rent charge, as part of the lengthy Form Lease, which typically spans over 40 pages in length.

### **III. Avenue5 misrepresents the services provided in exchange for the payment of monthly rents, instead imposing costs for services through its junk fees.**

43. Through the imposition of junk fees, Avenue5 misrepresents the characteristics and identity of the product and services received for the payment of monthly rents.

44. By advertising rental housing in exchange for a monthly rent amount, Avenue5 represents that tenants will receive a suitable dwelling place in exchange for the payment of monthly rent.

45. However, tenants later learn that they will not receive a suitable dwelling place without additional purchases in the form of additional mandatory fees.

46. Avenue5 continues to misrepresent the characteristics and identity of the product and services received in exchange for the payment of monthly rent.

### **IV. Avenue5 uses the Challenged Fees as a profit center, misrepresenting their nature and purpose.**

47. Avenue5 obfuscates the nature and purpose of the Challenged Fees, including the nature of the service tenants purportedly receive in exchange for the fees and the actual cost of any service provided.

48. The Challenged Fees operate as profit centers instead of serving any legitimate purpose. That is, the amounts charged to tenants vastly exceed Avenue5's monthly costs and

simply act to pad Avenue5's bottom lines.

49. On information and belief, the amounts charged by Avenue5 for the Challenged Fees grossly exceed the costs it incurs for providing the supposed services.

50. Pest Control "services" are discussed several times throughout the lengthy Form Lease.

51. First, in the standard Form Lease's "Pest Control Addendum," paragraph 7 explains that the Landlord *may* provide "regularly scheduled pest control services" but makes no mention of any fee or cost charged to the tenant unless the tenant's individual unit requires treatment.

52. Second, in Avenue5's "Community Policies, Rules and Regulations Addendum," paragraph 8 explains that Avenue5 *may* have extermination operations conducted in apartment homes "several times a year and as needed to prevent insect infestation".

53. Third, in the standard Form Lease's "Utility and Services Addendum", Avenue5 advises tenants of the monthly rate actually charged to them for "Pest Control," typically \$3.00 per month.

54. The Utility and Services Addendum fails to disclose whether Pest Control services will actually be provided.

55. On information and belief, Defendant's cost for pest control is significantly lower than \$3 per unit per month.

56. On information and belief, Defendant charges tenants for pest control services even if pest control services are not provided during a given month.

57. Similarly, on information and belief, Avenue5's costs for Valet Trash services are significantly lower than \$25 per unit per month.

58. A valet trash service will pick up trash deposited in a hallway outside a tenant's apartment and bring that trash to the dumpster at the apartment.

59. This fee is portrayed as a "service" in Avenue5 leases despite the fact that it is mandatory, runs afoul of the broadly adopted International Fire Code, and a tenant might not choose the service if provided the option.

60. Valet trash service providers typically charge their landlord clients \$8 to \$12.50 per unit per month for the service.

61. By forcing tenants to pay for valet trash services and by charging \$25 per month for the mandatory "service," Avenue5 creates a tidy, pretextual profit center that is nowhere in the advertised rent. Via this hidden fee, Avenue5 is able to increase its profits by up to \$15 per unit per month (if not more)—a substantial and unfair windfall.

62. Similarly, Avenue5’s “Territorial Fees” exceed to its actual costs and were not agreed to.

63. To start, nowhere in the original Form Lease does it discuss a “Territorial Fee” or disclose the amount to be billed by Avenue5.

64. In Plaintiff’s form lease renewal’s “Utility and Services Addendum”, Avenue5 advises residents that it will charge and “Additional Territorial fee of \$33.23 per month”. (*See* Form Renewal Lease, true and accurate copies of which are attached hereto as **Group Ex. C.**) But nowhere does Avenue5 explain what the “territorial” fees are intended to cover. And it is unclear what “services” tenants receive in exchange for these fees.

65. Avenue5’s deceptive advertising, pricing structure, and inflation of its fees all harm Colorado consumers. Consumers are unable to truly compare the cost of different apartments and are financially harmed when they must pay fees they did not expect (and may be unable to afford). And consumers are also harmed by Avenue5’s mandatory, inflated fees which tenants have no opportunity to negotiate and which may balloon in Avenue5’s sole discretion.

**V. Avenue5 improperly shifts the cost of compliance with the warranty of habitability onto its tenants.**

66. Colorado’s Warranty of Habitability law requires that landlords provide:

(VII) Common areas and areas under the control of the landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin; [and]

(VIII) Appropriate extermination in response to the infestation of rodents or vermin throughout a residential premises....

C.R.S., § 38-12-505(1)(b)(VII)-(IX).

67. With very narrow exceptions limited to single family homes, *see e.g.* C.R.S. § 38-12-506, Colorado’s warranty of habitability law prohibits any waiver or modification of its terms, including shifting landlord duties onto tenants. *See* C.R.S., §§ 38-12-503(5).

68. Despite obligating landlords to provide common areas free of debris and rubbish and appropriate response to any infestation of rodents and vermin, Avenue5—through the mandatory use of its non-negotiable Form Lease agreements and attendant policies—pushes the cost of compliance onto its tenants through the imposition of monthly Pest Control Fees and Valet Trash Fees. It charges these amounts beyond rental payments, which should afford tenants the bare minimum that Avenue5 must provide under the law.

69. The Pest Control Fees and Valet Trash Fees are void and unlawful because they



improperly seek to modify the warranty of habitability by, *inter alia*, shifting the burden of compliance with the Warranty of Habitability onto tenants.

70. These charges deceptively and unfairly mislead consumers into believing that these costs are assessed for services they are provided in addition to the habitable dwelling places received in exchange for payment of their monthly rent.

**VI. Avenue5 charges and collects late-fees in excess of the amounts stated in its lease agreements from tenants who fall behind on payments and initiates evictions when tenants fail to pay the late-fees.**

71. To curb excessive rental late-fees, the Colorado legislature enacted Colo. Rev. Stat. Ann. § 38-12-105. The Act provides that a landlord may not charge a tenant a late fee unless the rent payment is last by at least seven days. And where a late fee is permitted, the landlord may only assess a late fee of either (1) fifty dollars or (2) five percent of the amount of the past due rent payment, whichever is greater. Colo. Rev. Stat. Ann. § 38-12-105(b). However, no late fee may be charged unless the fee is disclosed in the rental agreement. Colo. Rev. Stat. Ann. § 38-12-105(c)

72. Avenue5 fails to comply with § 38-12-105(b). Despite agreeing to charge a \$75 flat fee for any late payments in its Form Lease, Avenue5 routinely charged tenants fees in excess of the agreed-to amount.

73. In Plaintiff's case, Avenue5 charged her excessive late fees on eleven occasions between August 2021 and June 2022. Plaintiff made at least six requests for the late fees to be corrected, which they were on all but one occasion. Despite being repeatedly notified of its unlawful billing practices, Avenue5 continued to charge excessive late fees.

74. Furthermore, even when it corrects the unlawful fees, Avenue5 fails to pay tenants the statutorily required \$50 penalty. *See* Colo. Rev. Stat. Ann. § 38-12-105(3).

75. Added to this, when tenants fail to pay late fees, Avenue5 then initiates eviction proceedings and demands that tenants pay both the past due rent and late fees as a prerequisite to termination the eviction process. Colorado law specifically prohibits landlords, such as Avenue5, from initiating a court process for the removal or exclusion of a tenant from a dwelling based on their failure to pay one or more law fees. *See* Colo. Rev. Stat. Ann. § 38-12-105(1)(d).

76. Plaintiff anticipates the need to amend her Complaint following a period of discovery concerning Avenue5's other standard practices and charges.

**FACTS SPECIFIC TO NAMED PLAINTIFF KIMBERLY SEGURA**

77. Plaintiff Segura had a lease with Avenue5 at the Montane for apartment number 11-101. (*See* **Ex. B.**)

78. Segura's Form Lease with Avenue5 is dated May 3, 2021, and was set to run May

7, 2021, to August 6, 2022. (*See Ex. B.*)

79. Segura renewed her lease with Avenue5 for another year on August 8, 2022, and the lease term was set to run August 7, 2022, to August 6, 2023. (*See Ex. C.*)

80. As part of the lease renewal, Avenue5 switched its trash billing method from a flat fee to a per-occupant formula. (*See id.*, at pg. 11.) Notwithstanding this change, Avenue5 assessed the per occupancy trash fee and the \$10 flat trash fee between October 2022 and December 2022.

81. Segura was assessed the following challenged fees during her tenancy:

<u>Challenged Fees</u>	<u>Amount Charged</u>
Pest Control Fees	\$114.42
Valet Trash Fees	\$647.58
Territorial Fees	\$93.26

82. Segura paid the Challenged Fees during her tenancy. She did so to protect her interest in her leasehold.

83. Segura's Form Lease with Avenue5 specifies that if a rent payment is more than three days past due, she would be charged a flat rate \$75 late fee. (*See Ex. B*, pg. 1.)

84. After falling behind on her rental payments, Segura was charged late fees on the following occasions.

85. Between August 2021 and February 2022, Segura was charged five excessive late fees; in total, Segura paid more than \$300 than she was contractually obligated to pay. After Plaintiff notified Avenue5 of its incorrect fees in February, Avenue5 corrected these amounts.

86. In March 2022, Avenue5 charged Segura a \$85.85 late fee. She again notified Avenue5 of the incorrect fee, and Avenue5 corrected the amount.

87. In April 2022, Avenue5 charged Segura a \$85.85 late fee. She again notified Avenue5 of the incorrect fee, and Avenue5 corrected the amount.

88. In May 2022, Avenue5 charged Segura a \$85.85 late fee. She once again notified Avenue5 of the incorrect fee, but Avenue5 never corrected this late fee.

89. Avenue5 also initiated numerous eviction proceedings against Segura when she failed to pay late fees. Indeed, on November 8, 2021, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See Demands for Rent or Possession*, attached as Group Ex. D.) Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to

pay, at least in part, the late fees.

90. On December 6, 2021, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See* Group Ex. D.) Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

91. On April 6, 2022, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See* Group Ex. D.) Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

92. On June 8, 2022, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See* Group Ex. D.) Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

93. In or around November 2022, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

94. On February 6, 2023, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See* Group Ex. D.) Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

### **CLASS ACTION ALLEGATIONS**

95. Plaintiff brings this action in accordance with Colorado Rule of Civil Procedure 23 on behalf of herself and the Classes defined as follows:

**Junk Fee Class:** All persons who: (1) leased a residential rental unit in Colorado from Avenue5, (2) using Avenue5's Form Lease, and (3) were assessed any of the Challenged Fees within the relevant statute of limitations.

**Unauthorized Fee Class:** All persons who: (1) leased a residential rental unit in Colorado from Avenue5, (2) using Avenue5's Form Lease, (3) were assessed any of the Unauthorized Fees within the relevant statute of limitations; and (4) where the Form Lease did not disclose the Unauthorized Fees.

**Excessive Late Fee Class:** All persons who: (1) leased a residential rental unit in Colorado from Avenue5, (2) using Avenue5's Form Lease, and (3) were assessed late fees in excess of the amount stated in the Form Lease within the relevant statute of limitations.

**Eviction Class:** All persons who: (1) leased a residential rental unit in Colorado from Avenue5, (2) were assessed late fees; (3) where Avenue5 filed an eviction proceeding within the relevant statute of limitations; and (4) demanded payment of any late fee as a prerequisite to avoid or terminate the eviction process.

96. The following people are excluded from the Classes: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendant, Defendant's principals, subsidiaries, parents, successors, predecessors, contractors, and any entity in which the Defendant or its parents have a controlling interest and their current or former employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Classes; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendant's counsel; and (6) the legal representatives, successors, and assignees of any such excluded persons.

97. Plaintiff anticipates the need to amend the class definition following a period of appropriate class-based discovery.

98. **Numerosity:** The exact number of class members is unknown and not available to Plaintiff at this time, but individual joinder is impracticable. On information and belief, Defendant has charged the unlawful fees to thousands of tenants who fall into the Classes as defined. The number of class members and class membership can be identified through entirely objective criteria, including Defendant's business records and tenant payment ledgers.

99. **Typicality:** Plaintiff's claims are typical of the claims of other members of the Classes in that Plaintiff and the members of the Classes were assessed the same allegedly unlawful charges and sustained the same legal injuries and damages arising out of Defendant's uniform wrongful conduct. If Plaintiff has an entitlement to relief, so do the rest of the class members.

100. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Classes and has retained counsel competent and experienced in complex class actions, including class actions against landlords and class actions seeking damages and declaratory relief arising out of form lease agreements. Neither Plaintiff nor her counsel has any interest in conflict with or antagonistic to those of the Classes, and Defendant has no defenses unique to Plaintiff.

101. **Commonality and Predominance:** There are questions of law and fact common to the claims of Plaintiff and the Classes, and those questions will drive the litigation and predominate over any questions that may affect individual members of the Classes. Common questions for the Class include, but are not necessarily limited to, the following:

- (a) Whether Defendant's Pest Control Fees and Valet Trash Fees unlawfully shift its statutory obligations onto tenants;
- (b) Whether the Challenged Fees are unlawful profit centers;
- (c) Whether the Challenged Fees should have been disclosed prior to the presentation of the Form Lease;
- (d) Whether the Unauthorized Fees were disclosed at any point;

- (e) Whether Defendant systematically charged late fees in excess of the amount authorized by its Form Lease;
- (f) Whether Defendant acted knowingly when performing any unlawful, unfair, and deceptive conduct and whether such conduct carries a significant public impact so as to violate the CCPA;
- (g) Whether the Classes are entitled to injunctive relief and/or declaratory relief;
- (h) Whether the Classes are entitled to damages; and
- (g) Whether the Classes are entitled to other relief including reimbursement of costs, reasonable attorneys fees, and pre- and post-judgment interest.

102. **Conduct Similar Towards All Class Members:** By committing the acts set forth in this pleading, Defendant has acted or refused to act on grounds substantially similar towards all members of the Classes so as to render certification of the Classes for declaratory relief appropriate under Rule 23(b)(2).

103. **Superiority & Manageability:** This case is also appropriate for class certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy. Joinder of all parties is impracticable, and the damages suffered by the individual members of the Class will likely be relatively small when compared to the burden and expense of individual prosecution of the complex litigation necessitated by Defendant's actions. It would be virtually impossible for the individual members of the Class to obtain effective relief from Defendant's misconduct. Even if members of the Class could sustain such individual litigation, it would still not be preferable to a certified class action, because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single Court. Separate lawsuits pose a risk of contradictory decisions on key legal and factual issues impacting every Class member. Also, there are no pending governmental actions against Defendant for the same conduct, and any such action would be less preferable to Class Members who have a vested interest in seeing the case pursued in a way that maximizes the class's recovery.

**FIRST CAUSE OF ACTION**  
**Violation of the Colorado Consumer Protection Act ("CCPA")**  
**C.R.S. § 6-1-101 *et seq.***  
**(On Behalf of Plaintiff and the Junk Fee Class)**

104. Plaintiff restates and re-alleges each of the foregoing allegations as if set forth fully herein.

105. Under the Colorado Consumer Protection Act “a person engages in a deceptive trade practice when, among other acts, in the course of the person's business, vocation, or occupation, the person”:

(i) Advertises goods, services, or property with intent not to sell them as advertised;

(l) Makes false or misleading statements of fact concerning the price of goods, services, or property or the reasons for, existence of, or amounts of price reductions;

(u) Fails to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction;

(rrr) Either knowingly or recklessly engages in any unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent act or practice.

C.R.S. § 6-1-105.

106. In violation of these subsections, Defendant knowingly or recklessly engaged in unfair, deceptive, and unconscionable acts and practices.

### ***Unfair and Deceptive Conduct***

107. Defendant knowingly or recklessly acted in unfair acts and practices by shifting the burden of complying with its statutory obligations under Colorado’s Warranty of Habitability Statute by charging tenants for Pest Control and Valet Trash services, imposing and charging for the Valet Trash service in jurisdictions and properties in which it doing so is proscribed by local law, and grossly inflating the amounts charged to tenants in relation to its actual costs for the Challenged Fees so as to turn the Challenged Fees into additional profit centers.

108. Defendant knowingly or recklessly engaged in unfair and deceptive conduct by advertising rents lower than the actual monthly rent and by failing to disclose the monthly Challenged Fees before presenting tenants with their leases for execution—often shortly before move-in, after significant sums have been expended to secure the rental, and at a time when it would be impractical for tenants to find alternative housing.

### ***Unconscionable Acts – The Imposition of the Challenged Fees Was Procedurally and Substantively Unconscionable.***

109. Defendant has also acted unconscionably. Procedurally, the Form Lease is non-negotiable and largely presented on a take-it-or-leave-it basis. It is provided to prospective tenants for review *after* they have already paid hundreds of dollars in application fees, administrative fees, and potentially additional amounts, like the first month’s rent, any pro-rated rent, and any security deposit(s). The Form Lease itself routinely exceeds 45-pages in length, and the Challenged Fees

are buried within dense text written in “legalese.”

110. Substantively, the Form Lease purports to allow the assessment of fees that are unlawful and grossly exceed any actual costs for which they are nominally being imposed. Defendant here passes the burden onto tenants as well as the costs by charging monthly fees for services they are required by law to provide. For Valet Trash, contrary to both the warranty of habitability statute and broadly adopted versions of the international fire code, tenants are actually required to place trash in common area hallways. Under the warranty of habitability statute, “any agreement waiving or modifying the warranty of habitability shall be void as contrary to public policy.” C.R.S. § 38-12-503(5). The Form Lease seeks to modify the warranty here and, as such, is void.

111. Moreover, these charges grossly exceed Defendant’s actual costs and simply amount to additional rent. Valet Trash vendors typically charge \$10 or \$12.50 per unit each month. By charging tenants \$25 per month, Defendant is able to add an additional \$12.50 - \$15 in rent per unit every month. It is unknown what the pest control costs are, but they are likely far lower than \$3 or \$5 per unit per month. Assessing such mark-ups is particularly one-sided because they are not disclosed before the Form Lease is presented and prospective tenants have already invested hundreds (if not thousands) of dollars pursuing the unit. Furthermore, Defendant’s separate monthly fee to cover its billing costs is inflated and exceeds any actual costs and is an after-the-fact hidden profit center.

### ***Substantial and Significant Public Impact***

112. To the extent required by Colorado law, Plaintiff alleges that Defendant’s unlawful conduct and other violations of the CCPA set forth above significantly impacts the public.

113. The number of consumers directly affected by the challenged practices is significant and growing. These fees are charged for each tenant of Avenue5’s thirty-three properties; each of these properties may have had many tenants who paid the fees over months or years. The number of Colorado consumers who paid these deceptive and unfair fees is certainly in the hundreds of thousands—and may be in the millions.

114. These consumers are often substantially less sophisticated than Avenue5. They certainly have less bargaining power. Avenue5 holds all the cards, and all the power in the consumer transaction—particularly when the fees are disclosed long after the consumer has invested significant time and money to secure the apartment.

115. In addition, Avenue5 is a large corporate property management company in Colorado. Its practices of charging junk fees significantly impact how others behave in the market. Colorado renters face an affordability crisis, and the Challenged Fees make leasing less affordable for tens of thousands of Coloradans.

116. The volume of deceptive advertising is also significant—every time Avenue5 lists an apartment or sends a renewal letter it falsely advertises the price of the apartment’s monthly

rent. Each of these advertisements tells the public important facts which are untrue.

***Class Relief Sought***

117. Defendant has engaged in or caused others to engage in the deceptive trade practices set forth above, and Plaintiff and the Class members are consumers or potential consumers of Defendant’s rental units.

118. Pursuant to C.R.S. § 6-1-113(2.9), Plaintiff seeks on behalf of herself and the Class, all actual damages suffered as a result of the deceptive trade practices in amounts to be proven at trial, injunctive relief allowed by law, and an award of reasonable attorneys’ fees and costs.

**SECOND CAUSE OF ACTION  
Breach of Contract  
(On Behalf of Plaintiff and the Unauthorized Fee Class)**

119. Plaintiff restates and realleges the foregoing allegations as if set forth fully herein.

120. Plaintiff and the Unauthorized Fee Class had contracts with Avenue5—their Form Lease agreements or Form Renewal Lease agreements. (*See Exs. B-C.*)

121. The lease agreements contained substantially the same terms.

122. Plaintiff and the class members performed under their lease agreements.

123. Defendant sought to impose unlawful Territorial Fees and Flat Trash Fees (hereafter “Unauthorized Fees”)—which were not included in the Form Lease agreements.

124. With respect to the Territorial Fees, such amounts breach the express terms of the Form Lease Agreements. That is, despite no “Territorial Fees” being included under the terms of the original Form Lease, Avenue5 demanded and received \$93.26 payments from Plaintiff between July 2021 and September 1, 2021 for such fees.

125. With respect to the Flat Trash Fees, as part of Plaintiff’s lease renewal, Avenue5 switched its trash billing method from a flat fee to a per-occupant formula. (*See Ex. C*, at pg. 11.) Notwithstanding this change, Avenue5 assessed the per occupancy trash fee and the \$10 flat trash fee between October 2022 and December 2022. The imposition of the flat trash fee is a breach of the express terms of the lease renewal agreements.

126. On information and belief, Defendant charged these same unauthorized fees to other class members as well.

127. The Unauthorized Fees are not part of the agreed-upon utility costs that were imposed by the form lease agreements.



128. On information and belief, Defendant actively seeks to collect such unlawful sums.

129. As an actual and proximate result of Avenue5's breaches, Plaintiff and the Unauthorized Charge Class Members have suffered actual damages in amounts to be proven at trial.

130. Plaintiff, on behalf of herself and the Unauthorized Fee Class, seeks actual damages to be proven at trial, injunctive and declaratory relief, an award of attorneys fees and costs, pre- and post-judgment interest, and such additional amounts as the Court deems necessary, reasonable, and just.

**THIRD CAUSE OF ACTION**  
**Violation of Colo. Rev. Stat. Ann. § 38-12-105, et seq**  
**(On Behalf of Plaintiff and the Excessive Late Fee Class)**

131. Plaintiff restates and realleges the foregoing allegations as if set forth fully herein.

132. A "Landlord" means "the owner, manager, lessor, or sublessor of a residential premises." Colo. Rev. Stat. Ann. § 38-12-502(5). Defendants own, manage, and lease the Property, and are thus "Landlord[s]" as "Landlord" as defined by Colo. Rev. Stat. Ann. § 38-12-102(2).

133. A "Tenant" means "a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others." Colo. Rev. Stat. Ann. § 38-12-502(9). Plaintiff is one of the residents listed in the lease agreements with Defendant and is therefore a "Tenant" as defined by Colo. Rev. Stat. Ann. § 38-12-102(7).

134. Colo. Rev. Stat. Ann. § 38-12-102(3) defines a "Late fee" as "a monetary sum that a landlord charges a tenant or home owner as a result of the tenant's or home owner's failure to timely pay rent and that is determined pursuant to a rental agreement between the landlord and the tenant or home owner."

135. Under Colo. Rev. Stat. Ann. § 38-12-105, a landlord may not charge a tenant a late fee unless the rent payment is late by at least seven days. After seven days of delinquency, the landlord may only assess a late fee of either (1) fifty dollars or (2) five percent of the amount of the past due rent payment, whichever is greater. Colo. Rev. Stat. Ann. § 38-12-105(1)(b).

136. However, no late fee may be charged unless the fee is disclosed in the rental agreement. Colo. Rev. Stat. Ann. § 38-12-105(1)(c).

137. A landlord who violates § 38-12-105(1) "has seven days to cure the violation", which begins when the landlord receives written or electronic notice of the violation. Colo. Rev. Stat. Ann. § 38-12-105(4).

138. Regardless of whether the landlord cures the violation, they are required to pay the aggrieved tenant "a penalty in the amount of fifty dollars for each violation." Colo. Rev. Stat. Ann.

§ 38-12-105(3).

139. Avenue5 fails to comply with § 38-12-105(1). Despite agreeing to charge a \$75 flat fee for any late payments in its Form Lease, Avenue5 routinely charged tenants fees in excess of the agreed-to amount.

140. Furthermore, even when it corrects the unlawful fees, Avenue5 fails to pay tenants the statutorily required \$50 penalty. *See* Colo. Rev. Stat. Ann. § 38-12-105(3).

141. In Plaintiff's case, Avenue5 charged her excessive late fees on ten occasions between August 2021 and May 2022. Plaintiff made at least four requests for the late fees to be corrected. Avenue5 corrected nine of the ten late fee charges.

142. On May 9, 2022, Plaintiff was assessed a late fee in the amount of \$85.85.

143. On May 11, 2022, Plaintiff notified Avenue5 that the late fee exceeded the amount stated in the Form Lease agreement. Despite receiving notice, Avenue5 did not correct the incorrect late fee, nor did it pay Plaintiff the \$50 penalty as required by Colo. Rev. Stat. Ann. § 38-12-105(3).

144. Even for the occasions that Avenue5 did correct the excessive late fees, Avenue5 never paid Plaintiff the \$50 penalty.

145. Despite being repeatedly notified of its unlawful billing practices, Avenue5 continued to charge excessive late fees.

146. As a result, Plaintiff, on behalf of herself and the Excessive Late Fee Class, seeks an award of actual damages, a penalty of \$50 for each violation as provided under Colo. Rev. Stat. Ann. § 38-12-105(3), a penalty of at least \$150 but not more than \$1,000 for each violation as provided under Colo. Rev. Stat. Ann. § 38-12-105(5)(b), together with costs and reasonable attorneys' fees, and for such additional relief as the Court deems necessary, reasonable, and just.

**FOURTH CAUSE OF ACTION**  
**Violation of Colo. Rev. Stat. Ann. § 38-12-105, et seq**  
**(On Behalf of Plaintiff and the Eviction Class)**

147. Plaintiff restates and realleges the foregoing allegations as if set forth fully herein.

148. A "Landlord" means "the owner, manager, lessor, or sublessor of a residential premises." Colo. Rev. Stat. Ann. § 38-12-502(5). Defendants own, manage, and lease the Property, and are thus "Landlord[s]" as "Landlord" as defined by Colo. Rev. Stat. Ann. § 38-12-102(2).

149. A "Tenant" means "a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others." Colo. Rev. Stat. Ann. § 38-12-502(9). Plaintiff is one of the

residents listed in the lease agreements with Defendant and is therefore a "Tenant" as defined by Colo. Rev. Stat. Ann. § 38-12-102(7).

150. Colo. Rev. Stat. Ann. § 38-12-102(3) defines a "Late fee" as "a monetary sum that a landlord charges a tenant or home owner as a result of the tenant's or home owner's failure to timely pay rent and that is determined pursuant to a rental agreement between the landlord and the tenant or home owner."

151. Under Colo. Rev. Stat. Ann. § 38-12-105, a landlord may not "Remove or exclude a tenant from a dwelling or initiate a court process for the removal or exclusion of a tenant from a dwelling because the tenant fails to pay one or more late fees to the landlord." Colo. Rev. Stat. Ann. § 38-12-105(1)(d).

152. A landlord who violates § 38-12-105(1) "has seven days to cure the violation", which begins when the landlord receives written or electronic notice of the violation. Colo. Rev. Stat. Ann. § 38-12-105(4).

153. Regardless of whether the landlord cures the violation, they are required to pay the aggrieved tenant "a penalty in the amount of fifty dollars for each violation." Colo. Rev. Stat. Ann. § 38-12-105(3).

154. On November 8, 2021, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See Demands for Rent or Possession*, attached as Group Ex. D.) Avenue5 assessed a late fee of \$85.85 on November 9, 2021. Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

155. On December 6, 2021, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See Group Ex. D.*) Avenue5 assessed a late fee of \$85.85 on December 9, 2021. Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

156. On April 6, 2022, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See Group Ex. D.*) Avenue5 assessed a late fee of \$85.85 on April 9, 2022, which was corrected to \$75 on April 13, 2022. Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

157. On June 8, 2022, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See Group Ex. D.*) Avenue5 assessed a late fee of \$85.85 on June 9, 2022, which was corrected to \$75 the same day. Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

158. In or around November 2022, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. Avenue5 assessed a late fee of \$95.30 on November 9, 2022. Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

159. On February 6, 2023, Avenue5 demanded payment of past-due rent and late fees to avoid an eviction lawsuit. (*See* Group Ex. D.) Avenue5 assessed a late fee of \$95.30 on February 9, 2023. Thereafter, Avenue filed an eviction court proceeding due to Segura's failure to pay, at least in part, the late fees.

160. As a result, Plaintiff, on behalf of herself and the Eviction Class, seeks an award of \$50 for each violation as provided under Colo. Rev. Stat. Ann. § 38-12-105(1)(d), and for such additional relief as the Court deems necessary, reasonable, and just.

**FIFTH CAUSE OF ACTION**  
**Breach of Contract**  
**(On Behalf of Plaintiff and the Classes)**

161. Plaintiff restates and realleges the foregoing allegations as if set forth fully herein.

***Breach of Covenant of Good Faith and Fair Dealing***

162. Every Form Lease is a contract that contains an implied covenant of good faith and fair dealing.

163. The covenant of good faith and fair dealing requires that each party to the contract, to the extent the contract affords them discretion, not abuse that discretion or act in a manner so as to not frustrate the other side's ability to enjoy the benefit the bargain.

164. Under the Form Lease, Defendant has the ability to determine which charges get billed in any particular month and the manner by which those charges will be pursued.

165. Defendant has abused its discretion by grossly overcharging for its actual costs for valet trash service, pest control, and other fees. Defendant improperly shifts the cost burden of statutory compliance onto tenants. Further, only Defendant knows its actual costs, and by turning these charges into profit centers Defendant makes it more difficult for tenants to make rent and enjoy their tenancies.

166. As a corollary to the implied covenant of good faith and fair dealing is an implied duty of accurate billing. Defendant has breached that implied duty by assessing the Challenged Fees and Unauthorized Fees without a legal basis for doing so.

167. As a result of these breaches, Defendant has caused Plaintiff and other tenants actual damages.

168. Plaintiff seeks, on behalf of herself and the Classes, actual damages in amounts to be proven at trial plus costs, pre- and post-judgment interest, and such additional relief as the Court deems necessary and just.

**SIXTH CAUSE OF ACTION**  
**Alternative Claims for Unjust Enrichment**  
**(On Behalf of Plaintiff and the Classes)**

169. Plaintiff restates and realleges the foregoing allegations as if set forth fully herein.

170. In the event the Form Lease is found unenforceable or otherwise fails, or that the Challenged Fees or Unauthorized Fees fall outside the contract, Defendant has been unjustly enriched through the charging and collection of the fees.

171. Plaintiff and other tenants have conferred benefits on Defendant in the form of the Challenged Fees and the Unauthorized Fees under circumstances where Defendant should not be permitted under principles of equity and good conscience to retain such fees.

172. Plaintiff, on behalf of herself and the Classes, pray for an Order of Judgment disgorging Defendant of all amounts collected and retained as a result of the Challenged Fees and the Unauthorized Fees and returning such fees to the Plaintiff and the other Class Members and for such additional relief as the Court deems necessary and just.

**SEVENTH CAUSE OF ACTION**  
**Declaratory Judgment**  
**C.R.S. §§ 13-51-105, 13-51-106 et seq.**  
**(On Behalf of Plaintiff and the Classes)**

173. Plaintiff restates and realleges the allegations set forth above as if set forth fully herein.

174. Under C.R.S. § 13-51-105 “Courts of record within their respective jurisdictions have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed.”

175. Indeed, under Colorado law:

Any person interested under a deed, will, written contract, or other writings constituting a contract or whose rights, status, or other legal relations are affected by a statute, municipal ordinance, contract, or franchise may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status, or other legal relations thereunder.

C.R.S. § 13-51-106.

176. Plaintiff and the Class members are interested under their Form Lease agreements, which are contracts, and they may have determined any question of construction or validity arising under their lease agreements.

177. Based on the foregoing violations of Colorado statute, breaches of contract, and other causes of action, Plaintiffs seek an Order of Judgment finding and declaring the following:

- a. That Defendant, by charging Pest Control Fees and Valet Trash Fees, unlawfully shifts its burden under the Warranty of Habitability to ensure a premises free of pests and trash accumulation in the common areas;
- b. That Defendant's imposition of the Valet Trash service and collection of the Valet Trash Fees is illegal where it violates applicable fire codes disallowing such services;
- c. That Defendant's charging and markups on Valet Trash, Pest Control, and Territorial Fees violate the CCPA;
- d. That Defendant's charging excessive late fees violates C.R.S. § 38-12-105;
- e. That Defendant's charging of Unauthorized Fees constitutes a breach of contract;
- d. That Defendant has breached the implied covenant of good faith and fair dealing;
- e. That Defendant has been unjustly enriched through the charging and collection of the Challenged Fees and should be disgorged of such monies; and
- f. That the Plaintiff and class members are entitled to damages and injunctive relief barring the continued charging and collection of the Challenged Fees.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of herself and all other Class Members, prays for an Order of Judgment:

- A. Certifying the Classes as set forth above, appointing Kimberly Segura as the Class Representative and appointing her counsel as Class Counsel;
- B. Awarding actual damages in an amount to be proven at trial, plus injunctive relief prohibiting the further collection, reasonable attorneys' fees and costs for all violations of the CCPA;
- C. Awarding actual damages and statutory penalties in amounts to be proven at trial, plus injunctive relief prohibiting the further collection, reasonable attorneys' fees and costs for all violations of the C.R.S. § 38-12-105, *et seq.*;
- D. Awarding actual damages in an amount to be proven at trial for all breaches of contract and breaches of the covenant of good faith and fair dealing;
- E. In the alternative, requiring that Defendant be disgorged of all ill-gotten gains and other sums that have led to Defendant's unjust enrichment, in amounts to be proven at trial, for Defendant's charging of the unlawful Challenged Fees and Unauthorized Fees;
- F. Requiring that all damages be paid into a common fund for the benefit of the Classes;

G. Awarding pre-judgment interest and post-judgment interest against Defendant, on all sums awarded to Plaintiff and Class Members;

H. Awarding Plaintiff and Class Members their reasonable attorneys' fees and expenses, to be paid from the common fund prayed for above; and

I. For such other and further relief as the Court deems reasonable, necessary, and just.

### **JURY DEMAND**

Plaintiff requests a trial by jury of all claims that can be so tried.

Dated: April 27, 2024

KIMBERLY SEGURA, individually and on behalf  
of all others similarly situated,

By: /s/ Jason Legg  
One of the Plaintiff's attorneys

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