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COUNTY OF SAN BERNARDINO
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

KIMBERLY JONES, on behalf of herself and all others similarly situated,

Plaintiff,

v.

INVITATION HOMES, INC.,

Defendant.

Case No. CIVSB2621760

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Kimberly Jones ("Plaintiff") brings this action on behalf of herself and all others similarly situated against Invitation Homes, Inc. ("Invitation Homes" or "Defendant"), and states:

NATURE OF THE ACTION

1. Paying for rental housing is a major financial undertaking for most individuals. But that burden is made even heavier by a practice that has drawn increasing scrutiny from state and federal lawmakers: the relentless imposition of add-on "junk fees," including "pay-to-pay" fees like those at issue in this Class Action Complaint ("Complaint").

2. Invitation Homes is a major lessor of single-family rental homes in the United States. Potential residents who visit Invitation Homes's website and residents who lease from Invitation Homes are required to submit all payments—including rental application fees, monthly rent and utility management fees—through Invitation Homes's online payment portal.

3. Taking advantage of its total control over the payment options available to its customers, Invitation Homes imposes a mandatory, unfair and deceptive processing fee (the "Processing Fee") on each payment it processes.

4. Invitation Homes's imposition of the Processing Fee is unlawful for two overarching reasons.

5. First, Invitation Homes's automatic imposition of a hidden Processing Fee constitutes a deceptive and unfair business practice, as well as unlawful drip pricing, under California law. Invitation Homes sneaks its Processing Fees into the online payment process without consumers' knowledge or assent, and the Processing Fees are nothing more than textbook "junk fees" that provide no added value to consumers.

6. Second, California law prohibits Invitation Homes from imposing "pay-to-pay" fees that charge consumers for the mere privilege of making a payment they already owe. Invitation Homes's Processing Fee is just that—an added expense tacked onto every transaction that ensures a steady stream of profit for Invitation Homes at consumers' expense.

7. Plaintiff and Class members are injured by Invitation Homes's deceptive, unfair and otherwise unlawful practices. Plaintiff brings this action on behalf of herself and the putative Class and seeks actual damages, restitution and injunctive relief to prevent Invitation Homes from continuing to engage in the unlawful practices alleged herein.

PARTIES

8. Plaintiff is a resident and citizen of San Bernardino, California. At all relevant times alleged herein, Plaintiff has leased a property from Defendant and, on multiple occasions, has been assessed a Processing Fee for making payments through Defendant's online portal.

9. Defendant is a Maryland corporation with its principal place of business in Texas. Defendant advertises, markets, offers, leases and otherwise manages the rental of single-family homes

to consumers throughout the United States. In connection with its leasing of rental homes, Defendant provides an online payment portal for customers.

JURISDICTION AND VENUE

10. This Court has jurisdiction over the claims set forth below pursuant to Code of Civil Procedure § 410.10 and the California Constitution, Article VI, § 10, because this case is a cause not given by statute to the other trial courts.

11. Plaintiff is informed and believes that the Court has personal jurisdiction over Defendant as Defendant conducts business with sufficient minimum contacts in California, and/or otherwise intentionally avails itself of the California market by conducting business throughout California, including in San Bernardino County, which has caused both obligations and liability of Defendant to arise here.

12. Venue is proper because relevant transactions took place in this County.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

A. Invitation Homes's Hidden Processing Fees

13. In the wake of the 2008 Great Recession and the foreclosure of millions of homes, large corporations and institutional investors purchased thousands of single-family homes across the country. Founded in 2012, Invitation Homes has emerged as the largest single-family home landlord in the country, owning more than 80,000 homes across 16 rental markets.

14. Invitation Homes operates a vast advertising campaign that touts remodeled homes, streamlined, tenant-friendly procedures and an overall "worry-free leasing lifestyle."

15. But these reassurances mask a deceptive pricing scheme in which Invitation Homes imposes hidden junk fees on residents' and potential tenants' transactions.

16. Each time a tenant or potential tenant makes a payment to Invitation Homes—including rent payments, tenant application fees, utility management fees or any other payments—they are required to do so through Invitation Homes's proprietary online payment portal.

17. Invitation Homes's mandatory Processing Fee is imposed by Invitation Homes each time a consumer makes an online payment to Invitation Homes.

18. While Invitation Homes discloses certain rental fees on its website, Invitation Homes provides no disclosure or explanation regarding its Processing Fee on its website.

19. Similarly, Invitation Homes fails to adequately disclose the existence or purpose of its Processing Fee to consumers on its online payment portal.

20. Consequently, consumers are forced to absorb a fee that is neither adequately disclosed nor justified on every single payment they make to Invitation Homes.

21. For Invitation Homes's tenants, many of whom manually submit monthly rental payments instead of enrolling in autopay, this can amount to dozens of Processing Fees imposed each year.

22. Invitation Homes's deceptive business practices are not new. Multiple news articles and investigative reports have documented Invitation Homes's deceptive and unfair practices, including *The New York Times* ("A $60 Billion Housing Grab by Wall Street," March 5, 2020), *Reuters* ("Spiders, sewage and a flurry of fees – the other side of renting a house from Wall Street," July 27, 2018), *The Atlantic* ("When Wall Street is Your Landlord," February 2019) and *The Washington Post* ("At Invitation Homes, unpermitted work leaves leaky plumbing, faulty repairs, renters say," July 12, 2022).

23. In September 2024, the FTC filed an enforcement action pursuant to Section 5(a) of the FTC Act against Invitation Homes for imposing a bevy of undisclosed "junk fees" on consumers—conduct strikingly similar to the unlawful practices alleged in this Complaint. The FTC's complaint alleged:

> Invitation Homes lures people to its rental listings by deceptively advertising lower monthly rents than they must actually pay once they are living in their homes. Baited with these attractive rental prices, people pay nonrefundable fees to apply for an Invitation Homes' listing and reserve the property, only later to learn that the actual monthly rental price is higher than advertised. Since 2019, people have paid more than $18 million in application fees for listings that were deceptively priced by Invitation Homes.
>
> **Invitation Homes accomplishes this drip pricing scheme by charging people for mandatory junk fees that are not included in the advertised rental price and are not adequately disclosed before someone submits a rental application.** For example, since at least 2018, Invitation Homes has added undisclosed fees to residents' rent, first in the form of a "utility management fee," and later a "Lease Easy bundle"

> fee, which includes the utility management fee, an "air filter delivery" fee, and a "smart home technology" (or "smart home") fee. This fee bundle, which can add $60 per month to residents' rental payment and $720 over the course of a one-year lease, is mandatory for the substantial majority of the company's homes, yet the costs of these services are hidden from people. As recently as November 2023, the company added yet another mandatory fee that it excludes from the advertised rental price: an $85 monthly "internet package" fee.[1]

24. The FTC's action was resolved by a Stipulated Order entered September 27, 2024, under which Invitation Homes paid $48 million in consumer redress and was permanently enjoined from "[m]isrepresenting … [p]ricing [i]nformation," the "existence or amount of any fees, charges, or costs," "whether such fees … are optional or required" and "the nature and purpose of any fee" charged.[2]

25. Despite this Order and the public scrutiny its practices have received, Invitation Homes continues to impose undisclosed and unexplained Processing Fees on each consumer transaction.

B. Invitation Homes's Processing Fees are Pay-to-Pay Junk Fees that Violate Federal Guidance and California Law

26. Invitation Homes's Processing Fees are precisely the type of "junk fees" that have come under government scrutiny in recent years:

> Junk fees are fees that are mandatory but not transparently disclosed to consumers. Consumers are lured in with the promise of a low price, but when they get to the register, they discover that price was never really available. Junk fees harm consumers and actively undermine competition by making it impractical for consumers to compare prices, a linchpin of our economic system.[3]

27. As the FTC said recently in its effort to combat junk fees:

> Many consumers said that sellers often do not advertise the total amount they will have to pay, and disclose fees only after they are well into completing the

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[1] *See* Complaint for Permanent Injunction, Monetary Judgment, and Other Relief, *FTC v. Invitation Homes Inc.*, No. 1:24-cv-04280-SEG (N.D. Ga. Sept. 24, 2024), ECF No. 1.

[2] *See* Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief, *FTC v. Invitation Homes Inc.*, No. 1:24-cv-04280-SEG (N.D. Ga. Sept. 27, 2024), ECF No. 21, at p. 5.

[3] The White House, *The Price Isn't Right: How Junk Fees Cost Consumers and Undermine Competition*, Mar. 5, 2024, available at https://bidenwhitehouse.archives.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/.

> transaction. They also said that sellers often misrepresent or do not adequately disclose the nature or purpose of certain fees, leaving consumers wondering what they are paying for or if they are getting anything at all for the fee charged.[4]

28. In a press release, the FTC articulated the financial harm arising from fees imposed on "captive consumers," such as those who are dealing with a company that, like Invitation Homes, has "exclusive rights" to process consumers' payments:

> It's beyond frustrating to end up spending more than you budgeted because of random, arbitrary fees. . . . No one has ever felt that a 'convenience fee' was convenient. Companies should compete to provide the best quality at the best price, not to see who can squeeze the most added expenses out of consumers. That's especially true at a time when families are struggling with the effects of inflation.[5]

29. The California Legislature recently acted in response to the rise of deceptive junk fees like Invitation Homes's Processing Fee by amending its Consumers Legal Remedies Act to make "drip pricing" (advertising a price that is less than the actual price that a consumer will have to pay for a good or service) illegal.[6]

30. Under California's new "Honest Pricing Law," it is illegal to advertise a price without advertising it may be subject to additional or mandatory fees later. In other words, "the price listed or advertised to the consumer must be the full price that the consumer is required to pay."[7] As the California Department of Justice stated:

> Businesses are free to explain how they set their prices or to *subsequently* itemize the charges that make up the total price that they charge customers. However, the price they advertise or display must be the total price that customers will have to pay for the good or service. Knowing the price of a good of [sic] service is essential to

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[4] Federal Trade Commission, *FTC Proposes Rule to Ban Junk Fees – Proposed rule would prohibit hidden and falsely advertised fees*, Oct. 11, 2023, available at https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees.

[5] Federal Trade Commission, *Federal Trade Commission Explores Rule Cracking Down on Junk Fees*, Oct. 20, 2022, available at https://www.ftc.gov/news-events/news/press-releases/2022/10/federal-trade-commission-explores-rule-cracking-down-junk-fees.

[6] Cal. Civ. Code § 1770(a)(29).

[7] *See* California Department of Justice, Office of the Attorney General, *SB 478 Frequently Asked Questions*, available at https://oag.ca.gov/system/files/attachments/press-docs/SB%20478%20FAQ%20%28B%29.pdf (last accessed July 2, 2026).

competition, and displaying a price that is less than what the customer will actually be charged is deceptive.[8]

31. Housing affordability is a significant concern across the country, particularly for consumers who rent their homes.[9] Consequently, the proliferation of rental housing junk fees like Invitation Homes's Processing Fee negatively impacts millions of renter households nationwide.[10]

32. Such additional fees on rent, rental applications, utility management and other payments pose a real threat to consumers' financial stability, particularly considering that these additional fees force tenants to spend significant and unbudgeted sums of money each month on top of rent.[11]

33. Such additional fees "can be undisclosed, unpredictable, and arbitrary and can quickly accumulate for tenants, putting safe and decent rental housing even more out of reach."[12] These "surprise fees are imposed for services with little or no value to tenants, such as … convenience fees. . . . Such fees can add up quickly, rendering advertised rental prices inaccurate and sometimes forcing tenants to spend hundreds of dollars each month on top of rents."[13]

34. The failure to include these rental junk fees in the total cost of the advertised monthly rental rate is problematic—"While a renter may be able to manage and plan for high rents if they know about them in advance, they may not be expecting an array of junk fees, which could push them over their budgets."[14]

35. Indeed, the FTC recently issued a warning to rental management software providers that their practices may be unfair and deceptive:

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[8] *Id.* at 4 (emphasis added).

[9] Peyton Whitney, *Housing Unaffordability Soared to New Highs in 2024*, Joint Ctr. for Hous. Stud. of Harvard Univ. (Feb. 4, 2026), https://www.jchs.harvard.edu/blog/housing-unaffordability-soared-new-highs-2024.

[10] *Junk Fees Toolkit*, National Low Income Housing Coalition ("NLIHC") State and Local Tenant Protection Series: A Primer on Renters' Rights, available at https://nlihc.org/sites/default/files/2022-07/SLI_Rental_Fees_Toolkit.pdf at p. 7.

[11] *Id.*

[12] *Id.* at p. 3.

[13] *Id.* at p. 6.

[14] *Too Damn High, How Junk Fees Add to Skyrocketing Rents*, National Consumer Law Center, Mar. 2023, available at *https://www.nclc.org/wp-content/uploads/2023/03/JunkFees-Rpt.pdf*.

> The FTC is committed to rooting out anticompetitive, unfair and deceptive acts or practices in the rental housing market. Consumers who search for potential rental housing units cannot meaningfully compare alternative choices without understanding the total price required to rent the advertised properties. When consumers do not know the total price of the advertised properties—or any product—they cannot make informed decisions, and the market cannot operate as efficiently as it otherwise would. And unfair and deceptive acts in the rental housing market in a time when hard-working Americans continue to suffer the effects of the Biden Administration's cost-of-living crisis are especially harmful to consumers and markets.
>
> Available information suggests that property management software providers are limiting the ability of rental property managers and owners to accurately advertise the total monthly rental price, inclusive of all mandatory fees. Property management software programs may cause consumer harm and harm to competition in the rental housing market when they do not accurately display complete pricing information across websites hosted on their platforms, or where they restrict property owners' and managers' ability to aggregate or convey accurate cost information to consumers on third-party listing sites.[15]

36. Thus, the FTC advised rental management software companies to comprehensively review their practices to ensure consumers are provided "with transparent rental prices."[16]

37. But Invitation Homes's Processing Fees impede that effort.

38. The consequences are significant. As a leading player in the rental payment processing industry acknowledged in a July 31, 2025, blog post:

> [a]lmost half (49.7%) of renters spend over 30% of their income on housing, and nearly a quarter are severely burdened, paying more than half. That's a lot of people and money. The overall cost of renting, including utilities and other basic housing costs, has increased by 3.8% year-over-year—the largest annual real increase in rental costs since at least 2011. That, alongside an increase in grocery, gas, and utility expenses, makes it nearly impossible to have any financial breathing room—but rent waits for no one. Unfortunately, this could mean late fees, overdraft charges, or even falling behind on rent.[17]

39. Despite the financial hardships consumers face to meet their monthly rental obligations, Invitation Homes charges these same consumers, including Plaintiff and Class members,

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[15] *See* **Exhibit 1** (footnotes omitted).

[16] *Id.*

[17] https://www.rentcafe.com/blog/apartmentliving/tips-tricks-renters/managing-flexible-rent-payments/ (last accessed July 16, 2026).

a Processing Fee simply to make their monthly rental payments and pay for other basic services such as utilities and rental insurance.

40. Invitation Homes's Processing Fees are also textbook examples of pay-to-pay fees (*i.e.*, fees imposed on a consumer simply for the privilege of making a payment they already owe).

41. Pay-to-pay fees are inherently unfair because they force consumers to settle a debt that is owed by paying *more than is owed*, thus extracting money for no good or service of value and inflicting a substantial injury on consumers.

42. States have recently acted in response to pay-to-pay fees. For example, New York's Department of Financial Services has entered into five consent orders or agreements with entities charging unlawful pay-to-pay fees.[18]

43. Invitation Homes's Processing Fees are pay-to-pay fees because they are forced on consumers solely for the privilege of paying fees they already owe and because consumers are forced to pay Invitation Homes an additional sum merely to satisfy a pre-existing obligation.

44. By imposing mandatory pay-to-pay fees that are not adequately disclosed at any point before or during the transaction process, Invitation Homes engages in unfair and deceptive business practices under California law.

C. Invitation Homes's Deceptive Online Payment Process

45. Invitation Homes's online payment platform is how Plaintiff and Class members paid rent, rental application fees and other fees to Invitation Homes and were assessed the Processing Fee.

46. Invitation Homes's online payment platform is deceptive and violates California law insofar as it fails to disclose the total price consumers will pay and fails to inform consumers how to avoid the Processing Fee.

47. At no point during the payment process are consumers informed of alternative means to make a payment to avoid the Processing Fee, leading them to believe the fee is mandatory and unavoidable.

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[18] *See* Consent Order to Ocwen Financial Corporation, Ocwen Loan Servicing LLC for the following dates: Mar. 27, 2017, Dec. 22, 2014, Dec. 5, 2012, and Dec. 15, 2011, available at https://www.dfs.ny.gov/industry_guidance/enforcement_actions_mortgage.

48. Invitation Homes's inadequate disclosure of the Processing Fee, as well as its failure to adequately inform consumers of alternative ways to make a payment to avoid the fee, are unlawful.

D. Invitation Homes's Processing Fees Are Hidden Profit

49. Invitation Homes's Processing Fees are also deceptive, unfair and unlawful insofar as they constitute hidden profit.

50. Payments by check can cost payment processors like Invitation Homes anywhere between $1.01 and $2.00 per transaction in processing and other fees, per a 2022 report by the Association for Financial Professionals.[19] Every check needs to be opened, reviewed, keyed into a computer system and deposited. Delays in postal operations and the high risk of human error generate customer service calls and require internal checkpoints and increased oversight. Tenants who are concerned about the timeliness of their rental payment may call to ensure it was properly credited, adding to the customer service work associated with this part of payment collection.

51. Because it is so expensive to process check transactions, most landlords and/or property managers require tenants to make payments online via electronic means (*e.g.*, credit card, debit card or ACH transfer). While offered under the auspices of improving services for tenants, the cost of electronic payment methods ranges from a few cents (ACH and debit cards) to 1.97% of the total transaction amount (credit cards).[20] As a result, promoting payment via electronic means reduces landlords' and/or property managers' overhead costs enormously.

52. For many tenants, the automatic ACH system is impractical as it requires them to agree to a fixed amount and date for a debit each month out of a pre-determined bank account and increases their vulnerability to banking errors. Tenants may also have budgetary needs or personal preferences that cause them to want more control over their finances. Some may wish to choose their payment

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[19] *See* https://www.nacha.org/news/ach-costs-are-fraction-check-costs-businesses-afp-survey-shows; https://www.afponline.org/docs/default-source/registered/2022-afp-payments-cost-survey-highlights.pdf.

[20] *See* https://www.federalreserve.gov/paymentsystems/regii-average-interchange-fee.htm (Following the 2011 passage of the Durbin Amendment, debit card interchange fees in the U.S. are capped at $0.21 plus 0.05% of the transaction value); https://wallethub.com/edu/credit-card-interchange-fees-by-country/129627 (Average credit card interchange fee in the U.S.: 1.97% (Visa) and 1.79% (Mastercard)).

method on a monthly basis. Others may be sharing responsibility for paying the rent with another person, with rent funds coming from multiple accounts.

53. On information and belief, Invitation Homes's Processing Fees are materially higher than any payment-processing costs incurred by Invitation Homes and amount to a secure, reliable and convenient stream of profit for Invitation Homes. Such profit is unlawful.[21]

54. In short, Invitation Homes misleads consumers into believing its Processing Fees are a legitimate pass-through cost for "processing" online payments, when they are not. They are an undisclosed source of profit for Invitation Homes.

E. Plaintiff's Experience

55. At all times relevant, Plaintiff has leased a property from Invitation Homes and has paid rental fees to Invitation Homes via its online portal.

56. On multiple occasions, Plaintiff has been subjected to Invitation Homes's unlawful Processing Fees.

57. For example, on February 25, 2026, Plaintiff made an electronic payment through Invitation Homes's online portal and was charged a $3.95 Processing Fee, which was automatically added to her payment.

58. Plaintiff was not informed or aware of the Processing Fee until she first paid it.

59. Invitation Homes did not adequately or transparently disclose to Plaintiff how to avoid the fee.

60. Plaintiff relied on Invitation Homes's misrepresentations and omissions about the fee in making her rent payments.

61. Therefore, Plaintiff was unlawfully, unfairly and deceptively charged Processing Fees that she should not have paid.

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[21] *See, e.g.*, 15 U.S.C. § 1693o-2 (for debit card transactions, capping the interchange rate paid to non-exempt card issuers at 0.05 percent plus twenty-one cents); 12 CFR part 235.

PLAINTIFF'S CLAIMS SOUNDING IN FRAUD ARE ALLEGED WITH SPECIFICITY

62. Defendant is in the best position to know what content it placed on its payment platform during the relevant timeframe and the knowledge it had regarding the Processing Fee and related disclosures. To the extent necessary, Plaintiff satisfies the pleading requirements for claims sounding in fraud by alleging the following facts with particularity:

63. **WHO**: Defendant unlawfully, unfairly, deceptively and/or misleadingly imposed the Processing Fee on consumers making online payments to Defendant.

64. **WHAT**: Defendant's conduct was, and continues to be, fraudulent because it hid, concealed, obfuscated or otherwise disguised pay-to-pay Processing Fees imposed on consumers making payments to Defendant through its online portal (1) without adequately disclosing the Processing Fee or how to avoid it; and (2) which amounted to hidden profit disguised as a pass-through cost. Defendant's conduct deceived Plaintiff and Class members insofar as the Processing Fee is inadequately disclosed and unlawfully charged. Defendant knew, or should have known, that it failed to adequately disclose the Processing Fee and how to avoid it and that this fee is material to reasonable consumers, including Plaintiff and Class members. Moreover, the Processing Fee is a for-profit "junk fee."

65. **WHEN**: Defendant engaged in these unlawful, unfair, deceptive and misleading practices throughout the applicable class periods, including when Plaintiff and Class members made payments through Defendant's payment platform and when they later made claims after discovering the unlawful junk fee.

66. **WHERE**: Defendant's unlawful, unfair and deceptive junk fee was uniformly applied to consumers who made payments through its payment platform. Defendant's website, advertising, other marketing materials and communications with Plaintiff and other Class members failed to explain or adequately disclose the Processing Fee.

67. **HOW**: Defendant hid, obfuscated or otherwise concealed the imposition of the Processing Fee by failing to adequately disclose it or how to avoid it. Consumers are never informed

of the fee before or during the online payment process. Even if consumers were to discover the Processing Fee, they may reasonably believe it is a pass-through cost, when it is not.

68. **WHY**: Defendant engages in its unlawful, unfair and deceptive junk fee scheme to induce Plaintiff, Class members and all reasonable consumers to pay the undisclosed and unlawful Processing Fee, resulting in significant revenues for Defendant.

69. **INJURY**: Plaintiff and Class members paid a premium or otherwise paid more for Defendant's services than they otherwise would have absent Defendant's unlawful conduct as alleged herein.

CLASS ACTION ALLEGATIONS

70. Plaintiff brings this action on her own behalf and on behalf of all others similarly situated. The proposed Class includes:

> During the fullest period allowed by law, all persons who were charged a Processing Fee by Defendant when making an online payment to Defendant (the "Nationwide Class").

71. Plaintiff further brings this action individually and as a representative of all those similarly situated and the members of the following subclass:

> During the fullest period allowed by law, all persons who were charged a Processing Fee by Defendant when making an online payment to Defendant while residing in the State of California (the "California Class").

72. The Nationwide Class and California Class are collectively referred to herein as the "Class."

73. Excluded from the Class are Defendant, its subsidiaries and affiliates, officers, directors and members of their immediate families and any entity in which Defendant has a controlling interest, the legal representatives, heirs, successors or assigns of any such excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

74. Plaintiff reserves the right to modify or amend class definitions and/or to add a class(es), if necessary, before this Court rules on class certification.

75. Class members are numerous such that joinder is impracticable. The identities of Class members are within the exclusive knowledge of Defendant and can be ascertained only by resort to

Defendant's records. The Class is also sufficiently ascertainable because Defendant has the capability through its computer systems and other business records to identify all members of the proposed Class, and such specific information is not otherwise available to Plaintiff.

76. The questions here are ones of common or general interest such that there is a well-defined community of interest among Class members. These questions predominate over those that may affect only individual Class members because Defendant acted on grounds generally applicable to the proposed Class. Such common questions include, but are not limited to:

a. Whether the Processing Fee is unfair, unlawful, deceptive or misleading;

b. Whether the Processing Fee violates the laws asserted herein;

c. Whether Plaintiff and the Class are harmed by Defendant's alleged misconduct;

d. Whether Defendant is unjustly enriched;

e. Whether Plaintiff and the Class are damaged and if so, the proper measure of damages; and

f. Whether an injunction is necessary to prevent Defendant from continuing to engage in the wrongful conduct alleged herein.

77. Plaintiff's claims are typical of the claims of the other proposed Class members in that they arise out of the same wrongful business practices by Defendant, as alleged herein.

78. Plaintiff is a more than adequate representative of the proposed Class in that she suffered damages because of Defendant's improper business practices. Additionally:

a. Plaintiff is committed to the vigorous prosecution of this action on behalf of herself and all others similarly situated and has retained competent counsel experienced in the prosecution of consumer class actions;

b. There is no conflict of interest between Plaintiff and other Class members;

c. Plaintiff anticipates no difficulty in the management of this litigation as a class action; and

d. Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and address the legal issues associated with this type of litigation.

79. Common questions of fact or law concerning Defendant's liability to all Class members for charging the Processing Fee on payments through its online payment platform predominate over any questions affecting only individual Class members. Plaintiff's proposed class action is the superior method for resolving this dispute because it is impracticable to bring proposed Class members' individual claims before the Court, especially where, as here, individual Class members' damages are relatively small. Class treatment permits many similarly situated persons or entities to prosecute their common claims in a single forum simultaneously and efficiently and without the unnecessary duplication of evidence, effort, expense or the possibility of inconsistent or contradictory judgments that numerous individual actions would engender. The benefits of the class action mechanism, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

80. Defendant has acted or refused to act on grounds generally applicable to each member of the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

81. Plaintiff's claims consist of issues that are common to all members of the Class and are capable of class-wide resolution that will significantly advance the litigation.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
California's Unfair Competition Law (the "UCL")
Violations of California Business & Professions Code §§ 17200, *et seq.*
(By Plaintiff, individually, and on behalf of the California Class)

82. Plaintiff, individually, and on behalf of the California Class, realleges and incorporates the preceding paragraphs as if fully set forth herein.

83. California Business & Professions Code § 17200 prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or practice." Its purpose is

to protect both consumers and competitors by promoting fair competition in commercial markets for goods and services. In service of that purpose, the California Legislature framed the UCL's substantive provisions in broad, sweeping language.

84. Defendant's conduct related to charging the Processing Fee on each payment made through its online portal violates each of the statute's "unfair," "unlawful" and "fraudulent" prongs.

85. The UCL imposes strict liability. Plaintiff need not prove that Defendant intentionally or negligently engaged in unlawful, unfair or fraudulent business practices—but only that such practices occurred.

86. A business act or practice is "unfair" under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers, and that unfairness is determined by weighing the reasons, justifications and motives of the practice against the gravity of the harm to the alleged victims.

87. A business act or practice is "fraudulent" under the UCL if it is likely to deceive members of the public.

88. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation.

89. Defendant commits unfair business acts and practices by charging the pay-to-pay Processing Fee, a junk fee which serves no legitimate purpose except profit for Defendant at the expense of consumers.

90. Defendant's acts and practices offend an established public policy in the marketplace and constitute immoral, unethical, oppressive and unscrupulous activities that are substantially injurious to consumers.

91. The harm to Plaintiff and the California Class outweighs the utility of these practices. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the misleading and deceptive conduct described herein.

92. Defendant's conduct also constitutes an unlawful business practice in violation of Cal. Bus. & Prof. Code § 17200 because it violates the other statutes asserted herein.

93. Defendant commits fraudulent business acts and practices in violation of Cal. Bus. & Prof. Code § 17200 by deceptively naming and describing the Processing Fee, by failing to adequately disclose the existence of the Processing Fee, by charging a fee that provides profit to Defendant that is unrelated to actual payment processing and by representing the Processing Fee as mandatory without adequately and transparently disclosing other payment options to avoid it. The financial harm to consumers because of these wrongful business practices is substantial.

94. Defendant's business practices misled Plaintiff and the California Class and, unless enjoined, will continue to mislead them in the future.

95. Plaintiff and the California Class relied on Defendant's misrepresentations and omissions in making payments to Defendant, believing the fee to be mandatory.

96. As a direct and proximate result of Defendant's misconduct, Plaintiff and the California Class suffered and will continue to suffer actual harm.

97. Plaintiff and the California Class are entitled to restitution of all funds wrongfully obtained by Defendant through its unlawful, fraudulent and unfair business practices as described herein.

98. Defendant's wrongful conduct is ongoing and is part of a generalized course of conduct repeated on thousands of occasions yearly.

99. Plaintiff and the California Class may be subject to the same wrongful conduct in the future unless Defendant is enjoined. Plaintiff and the California Class have no adequate remedy at law, in part, because Defendant continues to automatically add Processing Fees to payments made through its online portal. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiff and the California Class therefore seek an injunction on behalf of the general public enjoining Defendant from continuing to engage in the unfair, fraudulent and unlawful business practices described herein.

100. Additionally, Plaintiff and the California Class seek an order requiring Defendant to pay attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION
Consumers Legal Remedies Act (the "CLRA")
Violations of California Civil Code §§ 1750, *et seq.*
(By Plaintiff, individually, and on behalf of the California Class)
(injunctive relief only)

101. Plaintiff, individually, and on behalf of the California Class, realleges and incorporates the preceding paragraphs as if fully set forth herein.

102. Plaintiff and each member of the California Class are "consumers" as defined by Cal. Civ. Code § 1761(d). Defendant's processing of payments made through its online portal constitutes "transactions" within the meaning of Cal. Civ. Code § 1761(e). Defendant's payment processing service utilized by Plaintiff and the California Class is a "service" within the meaning of Cal. Civ. Code § 1761(b).

103. Defendant violated and continues to violate the CLRA by engaging in the following practices proscribed by Cal. Civ. Code § 1770(a) in transactions with Plaintiff and the California Class which were intended to result in, and did result in, rent payment services:

a. "Representing that . . . services have . . . characteristics . . . that they do not have" (a)(5);

b. "Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law" (a)(14); and

c. "Advertising, displaying, or offering a price for a . . . service that does not include all mandatory fees or charges" (a)(29).

104. Specifically, Defendant failed, before and during the online payment process, to adequately disclose the existence of unlawful pay-to-pay Processing Fees it imposed on all transactions completed through its online payment portal. The Processing Fees was not included in any price disclosed to Plaintiff and Class members before they began the payment process, and it was not adequately or transparently disclosed at any point before Plaintiff and Class members completed their transactions. As a result, Plaintiff and Class members did not know, and could not reasonably have known, that they were being charged these fees until after they had paid them. Additionally, Defendant failed to disclose to consumers any payment method that would not incur its Processing Fees.

105. Each of the foregoing constitutes independent violations of the CLRA and has harmed Plaintiff and the California Class as described herein.

106. As a direct and proximate result of Defendant's violations of the CLRA, Plaintiff and the California Class suffered and will continue to suffer actual harm.

107. Plaintiff and the California Class may be subject to the same wrongful conduct in the future unless Defendant is enjoined. Plaintiff and the California Class have no adequate remedy at law, in part, because Defendant continues to engage in the unlawful conduct alleged herein. Plaintiff and the California Class therefore seek an injunction on behalf of the general public enjoining Defendant from continuing to violate the CLRA as alleged herein.

108. Plaintiff's counsel notified Defendant in writing by certified mail of these violations of the CLRA and demanded that it rectify these violations and give notice to all affected consumers of its intent to act. In the event Defendant fails to respond to Plaintiff's letter and/or fails to agree to rectify the problems detailed above, Plaintiff will amend her Complaint to include claims for actual and statutory damages, as appropriate, against Defendant. For now, Plaintiff and the California Class seek only injunctive relief under this cause of action.

THIRD CAUSE OF ACTION
Unjust Enrichment
(By Plaintiff, individually, and on behalf of the Class)

109. Plaintiff, individually, and on behalf of the Nationwide Class, and alternatively, the California Class, realleges and incorporates the preceding paragraphs as if fully set forth herein.

110. To the detriment of Plaintiff and the Class, Defendant was, and continues to be, unjustly enriched because of the wrongful conduct alleged herein.

111. Plaintiff and the Class conferred benefits on Defendant.

112. Defendant unfairly, deceptively, unjustly and/or unlawfully accepted said benefits, which under the circumstances, would be unjust to allow it to retain.

113. Defendant's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

114. Plaintiff and the Class, therefore, seek disgorgement of all wrongfully obtained Processing Fees received by Defendant because of its inequitable conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant for herself and the Class as follows:

a. Certifying the proposed Class, appointing Plaintiff as class representative and appointing her counsel as class counsel;

b. Declaring that Defendant's Processing Fee and its policies and practices as alleged herein are unlawful;

c. Enjoining the wrongful conduct alleged herein on behalf of the general public, including but not limited to the removal of charges incurred by Plaintiff and Class members for Defendant's Processing Fee;

d. For an order requiring Defendant to disgorge and make restitution of all monies it acquired by means of the unlawful practices alleged herein;

e. Awarding actual and statutory damages according to proof;

f. Awarding treble damages as permitted by law;

g. Awarding pre-judgment interest at the maximum rate permitted by law;

h. Reimbursing all costs, expenses and disbursements accrued by Plaintiff in connection with this action, including reasonable attorneys' fees, costs and expenses, pursuant to law and any other basis; and

i. Awarding such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff and the Class demand a jury trial on all issues in this Complaint that are so triable as a matter of right.

Dated: July 23, 2026

KALIELGOLD PLLC

By: Sophia Goren Gold

Sophia Goren Gold
Jeffrey D. Kaliel
Amanda J. Rosenberg