DISTRICT COURT, DENVER COUNTY, COLORADO 1437 Bannock Street Denver, CO 80203	
PLAINTIFF: NICHOLE COLLINS, on behalf of herself and all others similarly situated, v. **DEFENDANT**: GREP SOUTHWEST, LLC, d/b/a GREYSTAR, a Delaware limited liability company.	▲ **COURT USE ONLY** ▲
Attorneys for Plaintiff: Jason Legg (#42946) CADIZ LAW, LLC 501 S. Cherry St., Ste. 1100 Denver, CO 80246 720.330.2800 jason@cadizlawfirm.com *Additional counsel appear on signature page*	**Case Number:** **Ctrm.:**
CLASS ACTION COMPLAINT AND JURY DEMAND	

Plaintiff Nichole Collins ("Plaintiff" or "Collins"), 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 GREP Southwest, LLC d/b/a Greystar ("Greystar" or "Defendant") seeking to: (1) stop Defendant's practice of charging its tenants unlawful and inflated "junk fees" in addition to advertised monthly rents; and (2) 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 Greystar, the largest apartment management company in the country, with over $45 billion in assets, 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. Greystar's business strategy has become increasingly common. 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, which should involve corporations competing openly over the true price of goods. Instead, across the country, people are now used to seeing their costs go up due to inflated and hidden fees that are often not disclosed until the very end of a transaction. Frequently, 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 the case of Greystar, 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. Greystar's junk fees do not provide tenants with any special benefits or services beyond ordinary costs of doing business that Greystar is required to bear as a landlord. In other words, these junk fees serve no legitimate purpose but to increase Greystar's profits and inflate its bottom line.

6. To date, Greystar 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 Greystar.

7. Greystar'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 Greystar's most pernicious and common fees, which it imposes on tenants across Colorado: Greystar's Pest Control Fees, Valet Trash Fees, and Billing 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 a Greystar apartment. In fact, Greystar's *own lease* describes these fees as part of the rent. Indeed, tenants have no opportunity to shop for third-party service providers that may charge them less for the services the fees allegedly provide. Instead, they are forced to accept these fees, imposed by Greystar, if they want to rent from Greystar.

11. The fees are also a lie, inflated far beyond the true cost of any services provided by Greystar. The true purpose of Greystar's junk fees is to provide an additional, pretextual profit center for Greystar's bottom line. Even where a particular fee seems small—though it may not be small to a particular tenant—the collection of these fees (every month, year after year) from tens of thousands of tenants results in substantial, unearned profits for Greystar.

12. Finally, in many cases the Challenged Fees—specifically the Pest Control Fees and Valet Trash Fees—defy public policy by improperly shifting Greystar's cost of compliance 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 Greystar operates. *See* **Ex. A - Arvada Fire Protection District Valet Trash Service Letter**. Through its junk fees, then, Greystar seeks to force tenants to pay extra, beyond their advertised rental payments, for services that Greystar either must provide as a matter of law or are broadly disallowed by law.

13. For all these reasons, the Challenged Fees are deceptive, unfair, and unconscionable in violation of the Colorado Consumer Protection Act. Additionally, by imposing them, Greystar violates the covenant of good faith and fair dealing and the duty of accurate billing. Alternatively, Greystar has been unjustly enriched through such misconduct.

PARTIES

14. Plaintiff Nichole Collins is a resident and citizen of the State of Colorado. She leased Apartment Number 10-202, at 8577 W. Hampden Avenue in Lakewood, Colorado ("The Hamptons") from October 5, 2018, to April 17, 2023.

15. Defendant GREP Southwest, LLC ("GREP" or "Greystar") is a property management firm headquartered at 465 Meeting Street, Suite 500, Charleston, SC 29403.

16. Beginning in 2020, Greystar assumed management duties as the property manager for The Hamptons.

17. At all times relevant, Greystar acted as the property manager for all properties where the Challenged Fees were charged, and Greystar charged and collected the Challenged Fees across all its Colorado residential properties.

18. GREP operates as a unit, division, subsidiary, affiliate, or related company of Greystar Real Estate Partners, LLC.

19. According to Greystar's website, Greystar has over 745,000 units/beds under management in the US, totaling over $47.3 billion in portfolio assets.[1]

20. On information and belief, Defendant GREP owns or manages over 45,000 units in Colorado alone and uses the same Form Lease at every location it owns and/or manages.

JURISDICTION AND VENUE

21. 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.

22. 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.

23. Venue is proper in Denver County. The Hamptons apartment complex is located in Jefferson 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 Greystar's Junk Fee Scheme

24. Greystar owns and manages tens of thousands of apartment units in Colorado and is one of the largest, if not the largest, managers of residential multi-unit properties in Colorado.

25. All of Greystar'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**.)

26. This Form Lease is based on a template provided by the National Apartment Association and the Colorado Apartment Association.

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

28. Irrespective of the particular Greystar property in Colorado, the Form Lease has 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 Billing Fees.

29. 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

[1] URL https://www.greystar.com/regions/north-america/united-states-business-services (Last visited Sept. 28, 2023)

terms.

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

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

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

33. Greystar charges every tenant a Pest Control Fee, typically $4 per month.

34. Greystar charges every tenant Valet Trash Fees, typically $25 per month.

35. Greystar charges every tenant "Billing Fees," which include a New Account Fee (typically a one-time fee of $15.00 to $20.00), a Monthly Administrative Billing Fee (typically $4.40 to $6.00 a month), and a Final Bill Fee (typically a one-time fee of $5.00 to $10.00).

36. In the Form Lease, Greystar states that the Billing Fees may be amended at Greystar's sole discretion with written notice to the tenant.

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

38. Plaintiff was charged Billing Fees, common area utility fees, Pest Control Fees, and Valet Trash Fees.

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

II. Greystar's pricing structure and disclosure practices are deceptive because they do not include junk fees as part of advertised rents and only disclose the fees after tenants have made initial payments to Greystar.

40. Greystar misrepresents the total costs of its rental units by omitting the Challenged Fees from advertised rent prices and by ultimately disclosing the fees in the lease agreement separately from the base rent price.

41. 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**.)

42. 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.

43. 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. Rather, tenants are not informed 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.

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

45. Even upon disclosure, Greystar 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.

46. Greystar continues its practices of drip pricing and partitioned pricing throughout the rental relationship. For example, in the standard, "Lease Renewal" letter Greystar sends to tenants inviting them to renew their lease, Greystar discloses the monthly cost of rent but fails to mention the Challenged Fees. *See* **Ex. C**. The "Lease Renewal" letter requires tenants to sign the letter to formally accept Greystar's renewal offer before receiving their actual lease.

III. Greystar misrepresents the product and services provided in exchange for the payment of monthly rents, instead imposing costs for services through its junk fees.

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

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

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

50. Greystar continues to misrepresent the characteristics and identity of the product and services received in exchange for the payment of monthly rents.

51. For example, in the standard Lease Renewal letter Greystar sends to tenants, including Plaintiff, inviting them to renew their lease, Greystar claims that it is "necessary to reevaluate [the] rental rate" because "the costs of services, including utilities and other operating expenses continue to increase." *See* **Ex. C**.

52. These representations suggest that tenants are asked to pay higher rental amounts in exchange for the cost of services, including utilities and other operating expenses.

53. However, tenants do not receive services such as utilities and other operating expenses in exchange for paying higher rental rates.

54. Instead, tenants are charged additional fees to cover utilities, including for common areas, and operating expenses such as billing fees.

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

55. Greystar 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.

56. The Challenged Fees operate as profit centers instead of serving any legitimate purpose. That is, the amounts charged to tenants vastly exceed Greystar's monthly costs and simply act to pad Greystar's bottom lines.

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

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

59. 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.

60. Second, in Greystar's "Community Policies/Master Lease Addendum," paragraph 12 explains that Greystar *may* have extermination operations conducted in apartment homes "several times a year and as needed to prevent insect infestation" and states that, *if* services are provided, the tenant shall pay $2.00 for the months that pest control services are provided to "reimburse" Greystar for extermination services.

61. Third, in the standard Form Lease's Utility and Services Addendum, Greystar advises tenants of the monthly rate actually charged to them for "Pest Control," typically $4.00 a month.

62. The amount of the Pest Control Fee disclosed in the Utility and Services Addendum directly conflicts with the $2.00 amount described in the Community Policies/Master Lease Addendum.

63. The Utility and Services Addendum fails to disclose whether Pest Control services

will actually be provided.

64. On information and belief, Defendant's cost for pest control is significantly lower than $4 per unit per month.

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

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

67. 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.

68. This fee is portrayed as a "service" in Greystar 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.

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

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

71. On information and belief, including publicly available information about pricing made available by Greystar's billing vendor, Conservice, the Billing Fees charged by Greystar exceed the actual costs of providing tenants with billing "services," including the creation of a new account, issuance of monthly bills, and termination of a tenant's account.

72. Again, it is unclear what "services" tenants receive in exchange for these fees. Billing is an ordinary cost of doing business that tenants reasonably expect to be included in the rent, not disclosed after-the-fact in fine print buried in their lease agreements or addenda thereto.

73. While Greystar discloses the monthly billing fees as a "Monthly Administrative Bill Fee" in the Form Lease, Conservice labels them as a "Service Fee" assessed pursuant to their contract "to prepare monthly statements and provide conservation resources" in the monthly billing statements Conservice issues to tenants on Greystar's behalf. *See* **Ex. D – Conservice Statement**.

74. Greystar and Conservice provide no explanation of what "conservation resources" are provided or what benefit if any they provide to tenants.

75. Tenants cannot avoid these Billing Fees because the Form Lease requires them to

receive billing through Conservice and allows the "billing fees" to increase.

76. Greystar'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 Greystar's mandatory, inflated fees which tenants have no opportunity to negotiate and which may balloon in Greystar's sole discretion.

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

77. 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).

78. 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).

79. Despite obligating landlords to provide common areas free of debris and rubbish and appropriate response to any infestation of rodents and vermin, Greystar—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 Greystar must provide under the law.

80. 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.

81. 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.

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

FACTS SPECIFIC TO NAMED PLAINTIFF NICHOLE COLLINS

83. Plaintiff Collins had a lease at The Hamptons for apartment number 10202 that pre-dated Greystar's assumption of management responsibilities at the community.

84. The Hamptons apartment community is located in a jurisdiction that has adopted a version of the International Fire Code that disallows the valet trash service imposed by Greystar as a pretext for charging the marked-up Valet Trash Fee.

85. In 2020, Greystar assumed management responsibilities at the property and Collins was made to execute Greystar's Form Lease. (*See* **Ex. B**.) Her copy, including all addenda, was 47 pages long. (*See* **Ex. B**.) The terms were presented on a take it or leave it basis and were non-negotiable.

86. Collins's Form Lease with Greystar is dated October 12, 2020, and was set to run October 10, 2020, to October 9, 2021. (See **Ex. B**.)

87. On September 22, 2021, Collins renewed her lease term for 9 months by executing a Lease Renewal Letter issued by Greystar.

88. On June 23, 2022, Collins renewed her lease for another 11 months at $1,424.00 by executing a Lease Renewal Letter issued by Greystar.

89. On January 1, 2023, Collins learned that Greystar refused to continue honoring her June 23, 2022 Lease Renewal Letter when she went to pay her rent through Greystar's online platform and discovered that her rent amount had been doubled to $2,848.00 effective January 1, 2023.

90. Collins vacated the Property on or about April 17, 2023 after Greystar continued to threaten her with eviction because she disputed and refused to pay the increased rent amount of $2,848.00.

91. Collins was assessed and paid the Challenged Fees every month during her tenancy. She did so to protect her interest in her leasehold.

CLASS ACTION ALLEGATIONS

92. Plaintiff brings this action in accordance with Colorado Rule of Civil Procedure 23 on behalf of herself and a Class defined as follows:

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

93. The following people are excluded from the Class: (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 Class; (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.

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

95. **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 Challenged Fees to thousands of tenants who fall into the Class 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.

96. **Typicality:** Plaintiff's claims are typical of the claims of other members of the Class in that Plaintiff and the members of the Class 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.

97. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Class 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 Class, and Defendant has no defenses unique to Plaintiff.

98. **Commonality and Predominance:** There are questions of law and fact common to the claims of Plaintiff and the Class, and those questions will drive the litigation and predominate over any questions that may affect individual members of the Class. 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 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;

(e) Whether the Class is entitled to injunctive relief and/or declaratory relief;

(f) Whether the Class is entitled to damages; and

(g) Whether the Class is entitled to other relief including reimbursement of costs, reasonable attorneys fees, and pre- and post-judgment interest.

99. **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 Class so as to render certification of the Class for declaratory relief appropriate under Rule 23(b)(2).

100. **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 Class)

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

102. 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.

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

Unfair and Deceptive Conduct

104. 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.

105. 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.

106. Defendant has also acted unconscionably. Procedurally, the Form Lease is non-negotiable and largely presented on a take-it-or-leave-it basis (with *some* negotiation potentially allowed for the rental amount). 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."

107. 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.

108. 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 $2 or $4 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

109. 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.

110. The number of consumers directly affected by the challenged practices is significant and growing. These fees are charged for each of Greystar's 45,000 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.

111. These consumers are often substantially less sophisticated than Greystar. They certainly have less bargaining power. Greystar 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.

112. In addition, Greystar is the largest residential 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.

113. The volume of deceptive advertising is also significant—every time Greystar 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

114. 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.

115. 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 Class)

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

Breach of Covenant of Good Faith and Fair Dealing

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

118. 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.

119. 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.

120. Defendant has abused its discretion by grossly overcharging for its actual costs for valet trash service, pest control, and billing. 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.

121. 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 without a legal basis for doing so.

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

123. Plaintiff seeks, on behalf of herself and the Class, 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.

THIRD CAUSE OF ACTION
Alternative Claims for Unjust Enrichment
(On Behalf of Plaintiff and the Class)

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

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

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

127. Plaintiff, on behalf of herself and the Class, pray for an Order of Judgment disgorging Defendant of all amounts collected and retained as a result of the Challenged 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.

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

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

129. 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."

130. 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.

131. 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.

132. 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 mark ups on Valet Trash, Pest Control, and Billing Fees violate the CCPA;
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 member 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 Class as set forth above, appointing Nichole Collins 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 or negative credit reporting of such amounts, reasonable attorneys' fees and costs for all violations of the CCPA and C.R.S. § 38-12-105(3);

C. 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;

D. 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;

E. Requiring that all damages be paid into a common fund for the benefit of the Class;

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

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

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

Dated: January 9, 2024

NICHOLE COLLINS

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

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