DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street, Denver, CO 80202	DATE FILED: October 2, 2023 2:28 PM FILING ID: 379F229C34ABC CASE NUMBER: 2023CV32869
PLAINTIFF: DAVID ALDER, on behalf of themself and all others similarly situated v. **DEFENDANTS**: BRIDGE WF CO ARTISAN LLC, a Delaware Limited Liability Company, and BRIDGE PROPERTY MANAGEMENT L.C., a Utah Limited Liability Company.	▲ **COURT USE ONLY** ▲
Attorneys for Plaintiff: Jason Legg (#42946) jason@cadizlawfirm.com CADIZ LAW, LLC 501 S. Cherry St., Ste. 1100 Denver, CO 80246 720.330.2800 Steven L. Woodrow (#43140) swoodrow@woodrowpeluso.com Woodrow & Peluso, LLC 3900 East Mexico Ave., Suite 300 Denver, Colorado 80210	**Case Number:** **Ctrm.:**

CLASS ACTION COMPLAINT AND JURY DEMAND

Plaintiff, David Alder ("Plaintiff" or Alder), individually and on behalf of all others similarly situated, brings this Class Action Complaint and Demand for Jury Trial ("Complaint") against Defendants Bridge WF CO Artisan LLC ("Artisan") and Bridge Property Management, L.C. ("BPM") (collectively the "Defendants" or "Bridge") to: (1) stop Defendant's practice of charging unlawful Application Fees and Administrative Fees to prospective and actual tenants like Plaintiff and others, and (2) to obtain damages and other redress for all persons injured by Defendant's conduct. Plaintiff, for their Complaint, alleges as follows upon personal knowledge as to themselves and their own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by their attorneys.

INTRODUCTION

1. As the Colorado rental market has grown increasingly competitive over the past several years, individuals and families searching for their next apartment have faced a litany of dubious charges.

2. Indeed, in addition to more traditional items like security deposits, the first month's rent, and any pro-rated rent, prospective tenants now routinely find themselves needing to come out of pocket for items styled as Application Fees and/or Administrative Fees.

3. The Colorado legislature sought to curb landlord overreach in this area in 2019 through the passage of the Rental Application Fairness Act ("RAFA"), C.R.S. § 38-12-901 *et seq.* (West).

4. As set forth in greater detail below, RAFA limits the circumstances under which landlords may charge rental application fees. Critically, landlords like the Defendants may not charge a prospective tenant a rental application fee unless the landlord uses the entire amount of the fee to cover the landlord's costs in processing the rental application. Landlords must also provide information regarding the costs that the fees are intended to cover. C.R.S. § 38-12-903.

5. Defendants violate RAFA in several ways. Defendants charge non-refundable Application Fees ($20 per person) and Administrative Fees ($150, which they also refer to as a "Holding Fee") before the onset of the tenancy. Defendants fail, however, to provide a disclosure of anticipated expenses or an itemization of their actual expenses incurred, and to the extent average cost is used, they fail to include information regarding how their average costs are determined. And though Defendants do not use the entire amount of the fees to cover their costs (actual, average, or otherwise) they fail to remit any unused portion of the fees. They also fail to correct or cure their violations within seven (7) days when provided notice.

6. To redress these violations of the statute, Plaintiff Alder, on behalf of himself and a Class of all other similarly situated Bridges tenants in Colorado, first seeks an award of two thousand five hundred dollars ($2,500) for each aggrieved person who paid the Application Fees and/or the Administrative Fees, plus court costs and reasonable attorney fees. C.R.S. § 38-12-905(1). Plaintiff, on behalf of himself and the Class, also seeks the $50 penalty under C.R.S. § 38-12-905(3).

7. Second, as the assessment of such charges was and remains unlawful under RAFA, it is also an unfair practice under the Colorado Consumer Protection Act, ("CCPA") C.R.S. § 6-1-105 *et. seq*. Plaintiff, on behalf of himself and the Class, thus seeks an award of actual damages, injunctive relief as allowed by law to stop the continue charging and collection of such fees, reasonable attorneys' fees, and court costs under the CCPA. C.R.S. § 6-1-113(2.9).

8. Third, Alder seeks a declaration in favor of himself and the Class that Defendants' Application Fees and Administrative Fees/Holding Fees ("Administrative Fees", for convenience) violate RAFA.

PARTIES

9. Plaintiff David Alder is a resident and citizen of the State of Colorado. He leased Unit Number 26E105 at the apartment complex located at 10025 East Girard Avenue, commonly known as "Bridges at 9 Mile Station."

10. Defendant Bridge WF CO Artisan, LLC is a Delaware limited liability company with its principal place of business at 111 East Sego Lily Drive, Suite 400, Sandy, UT 84070. At all times relevant to this Complaint, Bridge WF CO Artisan, LLC acted as the owner of Bridges at 9 Mile Station.

11. Defendant Bridge Property Management LC is a Utah Limited Liability Company. It also has its principal place of business located at 111 East Sego Lily Drive, Suite 400, Sandy, UT 84070. At all times relevant to this Complaint, Bridge Property Management LC acted as the property manager.

JURISDICTION AND VENUE

12. This Court also has jurisdiction over Defendants pursuant to C.R.S. § 13-1-124(1)(a), because Defendants transact business in the State of Colorado. The Court also has jurisdiction over Defendant pursuant to C.R.S. § 13-1-124(1)(c) because Defendants own, use, or possess real property situated in the State of Colorado.

13. Venue is proper in Denver County because the Bridges at 9 Mile Station apartment complex is located in Denver County. *See* C.R.C.P. 98(a). Any services to be performed were in Denver County. Plaintiff currently resides in Denver County. Both Defendants are foreign entities with the same designated agent located in Arapahoe County.

COMMON FACTUAL ALLEGATIONS

14. Bridges owns and manages thousands of apartment units in Colorado—all of which are subject to the same Form Lease terms and policies. (*See* Ex. A.).

15. Under these uniform policies, and as reflected in Bridges's form "Welcome Home Letter" provided to all prospective tenants, Defendant Bridges charges Application Fees and Administrative Fees/Holding Fees across all of its Colorado properties. (See form "Welcome Home Letter" a true and accurate copy of which is attached as Ex. B.)

16. Under RAFA, "Rental application fee" means:

> [A]ny sum of money, however denominated, that is charged or accepted by a landlord from a prospective tenant in connection with the prospective tenant's submission of a rental application or any nonrefundable fee that precedes the onset of tenancy. "Rental application fee" does not include a refundable security deposit or any rent that is paid before the onset of tenancy.

C.R.S. § 38-12-902(5).

17. Bridges charges a $20 Application Fee per tenant named on the lease. This amount is charged or accepted by Defendants from prospective tenants in connection with the prospective tenants' submission of their rental applications. It is also non-refundable and precedes the onset of tenancy.

18. Bridges also charges a $150 Administrative Fee, which it also calls a "holding fee." The Administrative Fee/Holding Fee is also non-refundable and precedes the onset of tenancy.

19. Both the Application Fee and the Administrative Fee/Holding Fee are considered Rental Application Fees under C.R.S. § 38-12-902(5).

20. RAFA further states, in pertinent part, that:

> (1) A landlord shall not charge a prospective tenant a rental application fee unless the landlord uses the entire amount of the fee to cover the landlord's costs in processing the rental application. The landlord's costs may be based on:
> (a) The actual expense the landlord incurs in processing the rental application; or
> (b) The average expense the landlord incurs per prospective tenant in the course of processing multiple rental applications.
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> (3)(a) A landlord shall provide to any prospective tenant who has paid a rental application fee either a disclosure of the landlord's anticipated expenses for which the fee will be used or an itemization of the landlord's actual expenses incurred. If a landlord charges an amount based on the average cost of processing the rental application, the landlord shall include information regarding how that average rental application fee is determined.
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> (4) A landlord who receives a rental application fee from a prospective tenant and does not use the entire amount of the fee to cover the landlord's costs in processing the rental application shall remit to the prospective tenant the remaining amount of the fee. The landlord shall make a good-faith effort to remit such amount within twenty calendar days after processing the application.

Colo. Rev. Stat. § 38-12-903.

21. Both the Application Fee and the Administrative Fee/Holding Fee violate RAFA in the following ways:

a. Neither fee is used in its entirety to cover Defendants' actual costs, whether measured based on the actual expense Defendants incurred in processing any rental applications or the average expense Defendants incurred per prospective tenant in the course of processing multiple rental applications.
b. Defendants never provided a disclosure of their anticipated expenses for which the Application Fee and Administrative/Holding Fee would be used or an itemization of their actual expenses incurred.
c. Despite not using the entire amount of the fees to cover their actual costs in processing tenant rental applications, Defendants *never* remit to prospective tenants the remaining amounts—let alone within 20 days.
d. Despite supposedly charging amount based on average costs, Defendants never included information regarding how that average rental application fee is determined.

22. RAFA provides statutory damages to aggrieved persons: "Except as described in subsections (3) and (5) of this section, a landlord who violates any provision of this part 9 is liable to the prospective tenant aggrieved by the violation for two thousand five hundred dollars, plus court costs and reasonable attorney fees." C.R.S. § 38-12-905(1).

23. RAFA provides a way for landlords to avoid the $2,500 damages award:

> A landlord who corrects or cures a violation of this part 9 not more than seven calendar days after receiving notice of the violation shall pay the prospective tenant aggrieved by the violation a penalty of fifty dollars but otherwise is not liable for damages as described in subsection (1) of this section.

C.R.S. § 38-12-905(3).

24. In response to its receipt of notice of its violations of RAFA from Alder (*see* "Notice of Violations Email," a true and accurate copy of which is attached hereto as Ex. C), Bridges's Property Manager at the Bridges at 9 Mile Station property, Adyl Mlinek, responded as follows:

> Attached is the statute you are referring to and I highlighted the relevant portion. The average application fee and administrative fee is based on an average of the market in Colorado. The average application fee is based on what company is used

> to run information. We currently use TrueVision Resident screening which is a part of Transunion.

(*See* Bridges's Response, a true and accurate copy of which is attached hereto as Ex. D.)

25. Bridges's Response fails to correct or cure the violations. It seems to indicate that the fees are based on average costs—as opposed to actual costs—but it does not explain how the average is calculated, other than to make reference to "an average of the market in Colorado." The average under RAFA to supposed to reflect the mean expense the landlord incurs per prospective tenant in the course of processing multiple rental applications—not on unsupported assertions regarding the market across the State more generally.

26. Defendant also fails to indicate whether the Application Fees and Administrative Fees exceeded their costs, actual, average, or otherwise, and by what amount so that it could be determined whether a refund should have been remitted.

27. Bridges includes a chart showing a list of the charges, including an Application Fee of $20 for each named tenant ($60 for 3 tenants total), and an item that says, "Holding Fee $150". (*See* Ex. D). No itemization of the Defendants' actual or average expenses incurred for these charges is included. Likewise, Defendant states "We currently use TrueVision Resident screening which is a part of Transunion" but fails to provide any information about the actual or average cost of TrueVision or any other services used previously.

28. On information and belief, Defendant Bridges has charged collected hundreds of thousands of dollars (and potentially more) from the alleged Class Members as a result of their Application Fees and Administrative Fees during the relevant period of time.

FACTS SPECIFIC TO NAMED PLAINTIFF ALDER

29. Plaintiff Alder had a lease for at Bridges at 9 Mile Station for Unit Number 26E105 set to commence on May 20, 2023, and run until June 19, 2024. (*See* Ex. A, ¶ 3.)

30. Plaintiff Alder's lease was Defendants' Form Lease, and it was non-negotiable.

31. Prior to the start of the lease term, Alder and their co-tenants paid $61.35 in "Application Fee(s)" ($20 per person plus another $1.35) and a $153.38 "Admin Fee". *See* "Welcome Home Letter" dated May 9, 2023, Ex. B.

32. According to a "Bridge Property Management Rental Criteria" form, Bridges charges Application Fees and "Holding Fees" as follows: "Application Fees: Each adult is charged a non-refundable application fee. Once the application is approved, a holding fee of $150 will be processed. This holding fee is non-refundable after 72 hours." (*See* "Bridge Property Management Rental Criteria" form, a true and accurate copy of which is attached hereto as Ex. E.)

33. The Administrative Fee is also referred to as the Holding Fee. Both are $150. Bridges added $3.38 to the Administrative Fee, for $153.38 total.

34. These amounts were due prior to the start of the lease term and were non-refundable.

35. Alder's experience living at Bridge's 9 Mile Station has not been a positive one. They've had to contact management regularly and repeatedly to discuss significant maintenance issues with the Unit.

36. On September 19, 2023, Alder sent an email notice to be sent to Bridges asking in pertinent part: "Please provide either a disclosure of your anticipated expenses for which both the application fee and the administrative fee was used or an itemization of your actual expenses incurred related to both fees. If either fee was based off your average cost of application, I ask that you include information regarding how the average application fee and administrative fee was determined." (*See* Ex. C.)

37. That same day, Defendants' property manager at Bridges at 9 Mile Station responded deficiently and in a manner that does not cure Bridges's RAFA violations. (*See* Ex. D.) If anything, the response from Bridges admits that no actual costs were used, and that the average costs were determined in relation to some "market average" in Colorado as opposed to an average of the Defendants' actual costs. Plaintiff therefore seeks, on behalf of himself and the Class, $2,500 per prospective tenant who paid either the Application Fee or the Administrative Fee, or both, under § 38-12-905(1) plus $50 under C.R.S. § 38-12-905(3).

CLASS ACTION ALLEGATIONS

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

> All persons in the United States who, at any time from a date two years before the Complaint is filed to the date notice is sent to the Class, paid Application Fees and/or Administrative Fees to Bridges while prospective tenants of any Bridges property in Colorado.

39. The following people are excluded from the Class: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendants, Defendants' principals, subsidiaries, parents, successors, predecessors, contractors, and any entity in which the Defendants or their 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 Defendants' counsel; and (6) the legal representatives, successors, and assignees of any such excluded persons.

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

41. **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 Application Fees and Administrative Fees to thousands of prospective tenants who fall into the Class as defined. The number of Class Members and class membership can be identified through objective criteria, including without limitation Defendants' business records, Welcome Home Letters, and tenant payment ledgers.

42. **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 arising out of Defendant's uniform wrongful conduct. If Plaintiff has an entitlement to relief, so do the rest of the Class Members.

43. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Class members and has retained counsel competent and experienced in complex class actions, including class actions against large property owners and managers. Neither Plaintiff nor their counsel has any interest in conflict with or antagonistic to those of the Class, and Defendants have no defenses unique to Plaintiff.

44. **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 limited to the following:

(a) Whether Bridges's Application Fees violate RAFA;
(b) Whether Bridges's Administrative Fees violate RAFA;
(c) Whether Bridges failed to cure its violations of RAFA within seven (7) days;
(d) Whether the Class is entitled to statutory damages of $2,500 each;
(e) Whether the Class is entitled to the $50 penalty set forth in C.R.S. § 38-12-905(3);
(f) Whether the Class is entitled to other relief including injunctive relief to stop any continued collection of such unlawful amounts, reimbursement of costs, reasonable attorneys' fees, and pre- and post-judgment interest.

45. **Conduct Similar Towards All Class Members:** By committing the acts set forth in this pleading, Defendants have 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).

46. **Superiority & Manageability:** This case is also appropriate for class certification under Rule 23(b)(3) because in addition to predominance, class proceedings are superior to all

other available methods for the fair and efficient adjudication of this controversy. Joinder of all parties is impracticable, consisting of all persons who applied for units with Bridges during the relevant period of time who also paid Application Fees and/or Administrative Fees. 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 Defendants' actions. It would be virtually impossible for the individual members of the Class to obtain effective relief from Defendants' 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. Economies of time, effort and expense will be fostered, and a single proceeding will ensure uniformity of decisions. 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.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
Violation of the Colorado Rental Application Fairness Act ("RAFA")
C.R.S. § 38-12-901 *et seq*.
(On Behalf of Plaintiff and the Class)

47. Plaintiffs restate and reallege the foregoing allegations as if set forth fully herein.

48. Under RAFA, "Rental application fee" means any sum of money, however denominated, that is charged or accepted by a landlord from a prospective tenant in connection with the prospective tenant's submission of a rental application or any nonrefundable fee that precedes the onset of tenancy. "Rental application fee" does not include a refundable security deposit or any rent that is paid before the onset of tenancy. See C.R.S. § 38-12-902(5).

49. Defendants' Application Fees and Administrative Fees are sums of money charged and accepted by Defendants from prospective tenants in connection with their rental applications. Likewise, Defendants' Application Fee and Administrative Fee are both nonrefundable fees that precede the onset of tenancy.

50. Additionally, under C.R.S. § 38-12-903(1):

> A landlord shall not charge a prospective tenant a rental application fee unless the landlord uses the entire amount of the fee to cover the landlord's costs in processing the rental application. The landlord's costs may be based on:

> (a) The actual expense the landlord incurs in processing the rental application; or
> (b) The average expense the landlord incurs per prospective tenant in the course of processing multiple rental applications.
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> (3)(a) A landlord shall provide to any prospective tenant who has paid a rental application fee either a disclosure of the landlord's anticipated expenses for which the fee will be used or an itemization of the landlord's actual expenses incurred. If a landlord charges an amount based on the average cost of processing the rental application, the landlord shall include information regarding how that average rental application fee is determined.
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> (4) A landlord who receives a rental application fee from a prospective tenant and does not use the entire amount of the fee to cover the landlord's costs in processing the rental application shall remit to the prospective tenant the remaining amount of the fee. The landlord shall make a good-faith effort to remit such amount within twenty calendar days after processing the application.

51. To obtain the maximum statutory damages under RAFA, a person who intends to file an action pursuant to subsection (1) of must notify the landlord of such intention not less than seven calendar days before filing. C.R.S. § 38-12-905(2). This starts a seven (7) day clock for the landlord to cure.

52. Plaintiff Alder sent a notice to Defendants on September 19, 2023 inviting them to cure their violations of the statute within 7 days. (*See* Ex. C.)

53. Bridges responded that the average was based on the Colorado market and failed to provide the itemization. No additional response seeking to cure the violations was received within seven (7) days.

54. Neither the Application Fee nor the Administrative Fee are based on Defendants' actual or estimated costs in processing rental applications. And despite being asked, Defendants never provided any basis for the fees as representing actual or estimated costs, never disclosed the anticipated expenses for which the fees were to be used or an itemization of the actual expenses incurred, and they never explained how any average application fee was determined (apart from the improper reference to the Colorado market). To the extent Defendants use TrueVision Resident screening, they provided no information regarding actual or average costs incurred from TrueVision. They also never refunded any remaining amounts of the fees collected in excess of their costs nor paid the $50 due under § 38-12-905(3).

55. As a result, Plaintiff Alder, on behalf of himself and the Class, seeks an award of statutory damages in the amount of two thousand five hundred dollars ($2,500) per Class Member charged the Application Fee or Administrative Fee plus court costs and reasonable attorneys' fees under C.R.S. § 38-12-905(1), an award of $50 per Class Member under C.R.S. §38-12-905(3), and for such additional relief as the Court deems necessary, reasonable, and just.

SECOND 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)

56. Plaintiffs restate and reallege the foregoing allegations as if set forth fully herein.

57. Pertinent here, 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":

> (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.

57. In violation of § 6-1-105(1)(rrr), Defendants knowingly or recklessly engaged in unfair and unconscionable acts and practices.

58. Defendants have knowingly and recklessly engaged in the unfair act and practice of charging Application Fees and Administrative Fees in violation of Colorado law. Defendants have apparently made no effort to comply with RAFA despite it being passed into law approximately 4 years ago. Instead, Defendants appear to charge fees based on "market" averages—the amount of fees that its supposed competitors also charge.

59. Defendants have also knowingly and recklessly committed unconscionable acts or practices. Procedurally, prospective tenants have no choice but to pay whatever sums Defendants demand to submit their rental applications. There is no negotiation concerning these amounts. And Defendant fails to provide information specifically about the underlying costs that they are required to provide under law.

60. Substantively, the Application Fees and Administrative Fees violate Colorado statute because they are untethered to Defendants' actual expenses incurred, whether measured by actual costs or as an average of Defendants' costs. They are inflated, and Defendants never remitted any amounts as refunds.

Substantial and Significant Public Impact

61. To the extent required by Colorado law, Plaintiffs allege that Defendants' unfair and unconscionable conduct set forth above significantly impacts the public. It has charged the unlawful fees to thousands of prospective tenants and renters. Bridges is a large residential property management company in Colorado. Its practices may impact how others behave in the market. Colorado renters face an affordability crisis, and the Application Fees and Administrative Fees make leasing less affordable for thousands of Coloradans.

Class Relief Sought

62. Defendants have 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.

63. Pursuant to C.R.S. § 6-1-113(2.9), Plaintiff, on behalf of himself and the Class, seeks all actual damages suffered as a result of the deceptive trade practices, including the collection of unlawful and excessive Application Fees and Administrative Fees, plus injunctive relief allowed by law and an award of reasonable attorney fees and costs.

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

64. Plaintiffs restate and reallege the allegations set forth above as if set forth fully herein.

65. 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." 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.

66. Plaintiffs are interested under their lease agreements, which are contracts, and may have determined any question regarding how their legal relations may be affected by a statute, including RAFA, C.R.S. § 38-12-901 *et seq*.

67. Based on the foregoing violations of Colorado statute, Plaintiff seeks an Order of Judgment finding and declaring the following:

a. That Bridges's charging and collection of Application Fees violated RAFA;

b. That Bridges's charging and collection of Administrative Fees violated RAFA;

c. That Bridges's assessment of Application Fees and Administrative Fees in violation of RAFA violated the CCPA; and

d. That Plaintiff provided pre-suit notice of the RAFA violations, but Bridges did not cure within seven (7) days.

68. Declaratory relief here would help provide complete relief to the Class Members.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all other Class Members, pray for an Order of Judgment:

A. Certifying the Class as set forth above, appointing Plaintiff Alder as Class Representative and appointing their counsel as Class Counsel;

B. Declaring that Bridges's charging and collection of Application Fees and Administrative Fees violated RAFA and the CCPA, that Plaintiffs provided pre-suit notice of the RAFA violations, and that Bridges did not cure within seven (7) days;

C. Awarding damages, in an amount to be proven at trial, for Defendant's violations of RAFA, including $2,500 per Class Member charged the Application Fee or Administrative Fee plus court costs and reasonable attorneys' fees under C.R.S. § 38-12-905(1) plus an award of $50 per Class Member under C.R.S. §38-12-905(3);

D. Awarding actual damages for the Application Fees and Administrative Fees in an amount to be proven at trial, plus injunctive relief prohibiting the further collection of such amounts, reasonable attorneys' fees and costs for all violations of the CCPA;

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 Defendants, on all sums awarded to Plaintiff and Class Members;

G. Awarding Plaintiffs 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: October 2, 2023

DAVID ALDER

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

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Bridge Property Management Charges Prospective Tenants Unlawful Rental Application Fees, Class Action Claims

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