

District Court, Denver County, Colorado
1437 Bannock Street
Denver, CO 80202

DEVON BERKOWITZ, an individual;
RACHEL VARGAS, an individual;
ASHLEY ARIAS, an individual; and
MARCOS GONZALEZ, an individual,
on behalf of themselves and all others similarly situated,
Plaintiffs,

v.

LOFT 9 APARTMENTS OWNER, LLC, a corporation;
APARTMENT MANAGEMENT CONSULTANTS, LLC,
a corporation;
TRION PROPERTIES, INC, a corporation

Defendants.

▲COURT USE ONLY▲

Attorneys for Plaintiffs:

Sue My Landlord
Kelly Reeves, #58170
Ross Ziev, #43181
8480 E. Orchard Rd Ste 2400
Greenwood Village, CO 8011
(720) 783-7368
Email: kelly@suemylandlord.org

DeGolia Law P.C.
Benjamin DeGolia, #55737
2701 Lawrence St., Suite 116
Denver, CO 80205
(303) 210-0211
benjamin@degolialaw.com

Case Number:

Div.:

CLASS ACTION COMPLAINT AND JURY DEMAND

Plaintiffs Devon Berkowitz, Rachel Vargas, Ashley Arias and Marcos Gonzalez, individually and on behalf of all others similarly situated, by and through their counsel Kelly Reeves and Ross Ziev of Sue My Landlord, and Benjamin DeGolia of DeGolia Law P.C. hereby bring this Class Action Complaint and Jury Demand (“Complaint”) against Defendants Loft 9 Apartments Owner LLC; Apartment Management Consultants, LLC and Trion Properties Inc. (collectively “Defendants”) seeking to hold Defendants accountable for their egregious failure to maintain safe, livable and accessible premises for their tenants.

INTRODUCTION

1. This action arises from Defendants’ repeated failure to take reasonable steps to remedy uninhabitable living conditions at the apartment complex known as the Raven or the Felix.

2. Despite frequent complaints from tenants, investigations resulting in notices of violations from the City of Denver enforcement authorities, a tenant organization and media coverage¹, Defendants failed to respond with full remediation of unlivable conditions, leaving their tenants to live without heat during cold winter months, consistently without hot water, with an unabated infestation of roaches, bed bugs and mice throughout the complex alongside other unlivable conditions.

PARTIES

3. Plaintiff Devon Berkowitz leased an apartment located at 11200 E Dartmouth Avenue #404 Denver, CO 80014 as her primary residence pursuant to a lease agreement.²

4. At all times relevant to the subject matter of this action, Ms. Berkowitz was a tenant at 11200 E. Dartmouth Ave as that term is defined in C.R.S. § 38-12-502.

5. Plaintiff Rachel Vargas leases an apartment located at 11100 E Dartmouth Avenue # 275 Denver, CO 80014 as her primary residence pursuant to a lease agreement.

6. Ms. Vargas is a tenant as the term is defined in C.R.S. § 38-12-502.

7. Plaintiff Ashley Arias leases an apartment located at 11100 E Dartmouth Avenue #305 Denver, CO 80014 as her primary residence pursuant to a lease agreement.

¹ See, e.g. Jaclyn Allen, *Two years later: Tenants at the Raven Apartments still waiting for change despite city fines and criminal charge*, Denver 7 (January 28, 2026) available at:

<https://www.denver7.com/news/investigations/two-years-later-tenants-at-raven-apartments-still-waiting-for-change-despite-city-fines-and-criminal-charge>; Catie Cheshire, *They Don't Have Hot Water at the Felix, But They Do Have Mice*, Westword (February 5, 2024), available at <https://www.westword.com/news/tenants-at-the-felix-apartments-in-denver-push-back-on-management-19168841/>; Problem Solvers, *Months of no hot water in Denver apartment building frustrates residents* (January 10, 2024), available at <https://kdvr.com/news/problem-solvers/months-of-no-hot-water-in-aurora-apartment-building-frustrates-residents/>.

² Plaintiff Berkowitz’s legal name last name was previously Toczek and she has changed her name in the time since she signed the lease.

8. Ms. Arias leases is a tenant as the term is defined in C.R.S. § 38-12-502.

9. Plaintiff Marcos Gonzalez leases an apartment located at 11100 E Dartmouth Ave #56 Denver, CO 80014 as his primary residence pursuant to a lease agreement.

10. Mr. Gonzalez is a tenant as the term is defined in C.R.S. § 38-12-502.

11. The apartment complex located at 11100 and 11200 E Dartmouth Ave Denver, CO 80014 is located in Denver County, Colorado.

12. Defendant Loft 9 Apartments Owner, LLC (“Loft 9”) is a Delaware corporation with a principal street and mailing address of 10100 Santa Monica Blvd., Suite 1000, Los Angeles, California.

13. Loft 9’s registered agent is C T Corporation System with a street and mailing address of 7700 E Arapahoe Rd. Suite 220, Centennial, CO 80112.

14. As the owner of the premises, Loft 9 is a landlord as the term is defined in C.R.S. § 38-12-502.

15. Defendant Apartment Management Consultants, LLC (“AMC”) is a Utah corporation with a principal street and mailing address of 1954 Fort Union Blvd. Suite 500, Cottonwood Heights, Utah 84121.

16. AMC has a registered agent of C T Corporation System with a street and mailing address of 7700 E Arapahoe Rd. Ste., 220 Centennial, CO 80112-1268.

17. AMC manages the Raven and is a landlord as the term is described in C.R.S. § 38-12-502.

18. Defendant Trion Properties Inc., (“Trion”) is a California Corporation with a principal street address of 6201 W 26th Ave., Wheat Ridge, CO 80214 and mailing address of 700 N San Vincente Blvd., Suite G86 West Hollywood, CA 90069.

19. Trion has a registered agent of Cogency Global Inc., with a street and mailing address of 600 17th St. Suite 1450S, Denver, CO 80202.

20. Trion managed the property until the end of 2023 and was a landlord as the term is described in C.R.S. § 38-12-502.

21. Together Defendants Loft 9, AMC and Trion (collectively the “Defendants”) exercise complete control over ownership and management of the Property for all times relevant to this mattering, including all decisions regarding leasing and rental units.

JURISDICTION AND VENUE

22. This action arises under the laws of the State of Colorado and is brought pursuant to C.R.S. §§ 38-12-501 *et seq.*, C.R.S. §§ 6-1-101 *et seq.*, and Colorado common law.

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

24. The Court also has jurisdiction over Defendant 9 Loft pursuant to C.R.S. § 13-1-124(1)(c), because they own, use, and/or possess real property situated in the State of Colorado.

25. This venue is proper under C.R.C.P. 98 because this action affects real property that is located in Denver County, Colorado. Additionally, the claims asserted in this Complaint arose in Denver County, Colorado.

COMMON FACTUAL ALLEGATIONS

26. The Raven is currently advertised as a “beautiful community” of “luxury apartments” designed “with comfort and convenience in mind”³.

27. The reality for tenants at the Raven is that they have not had consistent heat or hot water in their homes for years.

28. Defendants have operated a residential rental property and failed to properly register with the City and County of Denver’s Residential Rental Registry.

29. Defendants do not have a Residential Rental Property License.

30. Defendants have been cited by the City and County of Denver for Failure to obtain a Residential Rental License.

31. For years, tenants have experienced fundamentally unlivable conditions from unabated pests, to consistently malfunctioning heat and air conditioning, a lack of running water and hot water and serious deficiencies in trash collection and removal.

32. These conditions persisted through Trion and AMC’s stint of property management.

33. Indeed, Defendants have been aware of these conditions for years. Defendants received frequent written notices of uninhabitable conditions from Plaintiffs, Class Members and agencies such as the Denver Department of Public Health and Environment (“DDPHE”).

³ See, “About Raven” section of website available at: <https://www.liveattheraven.com/> (February 02, 2026).

34. Defendants are also aware of these conditions through the demands and communications of an active tenant organization that includes direct communications and extensive press coverage.

35. Despite these numerous warnings and tenants' continued pleas for help, Defendants completely failed to remediate, repair, and maintain the Property.

36. Throughout their ownership and management of the Property, Defendant Loft 9, Trion, and AMC used an identical form lease agreement across the Property, for each tenant and each unit.

37. This form lease agreement contains a provision promising that Defendants will "act with customary diligence" to "keep common areas reasonably clean,;" "maintain fixtures, furniture, hot water, heating and A/C equipment,;" "comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing"; and "make all reasonable repairs[.]"

38. Not only did Defendants continuously violate Colorado's warranty of habitability; they also failed to hold up their side of the bargain with tenants by failing to exercise "customary diligence" in each of the above categories.

39. For example, Defendants failed to maintain air conditioning equipment in working order. They failed to make long-needed repairs to activate air conditioning equipment in a timely manner for the hot summer in Denver, resulting in individual dwelling units experiencing uncomfortably high and unsafe temperatures.

40. Additionally, Defendants failed to maintain heating equipment and fixtures in working order. They failed to make long-needed repairs to the boiler system to ensure tenants have heat in the winter.

41. Deficiencies in the maintenance of the premises led to infestations, the accumulation of trash and garbage in the premises and other habitability issues.

42. For example, tenants throughout the complex complained of leaks, unsuitable weatherproofing and generally deteriorated conditions that further exacerbated issues at the premises including infestations.

43. In November 2022 the Premises began to experience a lack of hot water.

44. One complaint to DDPHE in April, 2023 stated, the tenant had lived in the Premises for 8 years and "started having issues with the hot water in November of 2022." The tenant further stated that they had put in multiple maintenance requests and that the conditions had a toll on their "mental and physical health not being able to shower."

45. From January 2023 to April 2024 tenants submitted more than 100 work orders regarding the heat in the buildings to property management.

46. DDPHE has an extensive enforcement history at this property.

47. In March 2023, an inspector from DDPHE observed that when the thermostat was set to 90 degrees Fahrenheit, the temperature in a unit reached 62 degrees. When the inspector asked the property manager about the heat issue, the property manager stated that 59 units did not have heat. The inspector issued a notice of violation.

48. Property Management informed the DDPHE inspector that Defendants were getting bids and estimates for further replacement of the boilers on the property in May 2023.

49. In November 2023 an inspector from DDPHE spoke with a tenant who stated they had not had hot water since May 2023. Upon inspection of the premises, the inspector determined that the fixtures did not produce sufficient hot water.

50. Defendants have failed to maintain the hot water system, fixtures and equipment in working order. Tenants frequently experience water outages, and a lack of hot water that leaves tenants without the ability to sanitize their home, bathe, and otherwise maintain their home.

51. Since 2023, Defendants have received dozens of complaints regarding the heat, hot water and fixtures that were determined to be founded by the Denver Department of Health and Environment (“DDPHE”).

52. For example, in April 2024 DDPHE issued a Notice of Administrative Citation and Civil Penalty Assessment for failing to remediate the heat and hot water in the Premises as observed on more than six occasions between November 17, 2023 and April 2024.

53. In April 2024 DDPHE observed leaking or broken plumbing fixtures in more than 30 units.

54. On April 25, 2024 DDPHE conducted a proactive inspection of the Premises and observed ten serious categories of deficiencies including:

- a. Inaccessible egress-accessibility
- b. Unapproved or Prohibited electrical hazards
- c. Failures to meet heating and hot water requirements
- d. Damaged walls, roofs and foundations
- e. Failure to provide safe windows, doors, hatchways and direct openings maintained in sound condition
- f. Failure to maintain bathroom ventilation, floor protection and safe electrical
- g. Violations of regulations regarding waste storage and disposal
- h. Infestations present in the premises including mice and roaches
- i. Failure to properly maintain the plumbing fixtures and condition
- j. Failure to maintain the Utilities and general equipment

55. An April 30, 2024 complaint to DDPHE indicated that a tenant had no heat in their unit and that the condition could impact “all units 314-423”.

56. These conditions were met with little to no response. For example, a May 3, 2024 Complaint noted that the resident went a “whole year without hot water” and noted that the tenant had 35 unreturned phone calls to Defendants in the cold winter months.

57. A July 2024 Residential Health and Housing Inspection Report noted fourteen categories of noncompliance with health and safety codes at the premises including heating and hot water requirements.

58. The lack of repair and deteriorated conditions are exemplified by a July 2024 complaint from a tenant new to the building who informed DDPHE that the conditions in her unit including moisture damage, an active leak and a nonfunctional air conditioner existed when she moved in, and explained, “[e]very time they tell her a date [for scheduled maintenance]- no one shows up”.

59. Indeed, Defendants demonstrate a pattern of repeated promises to repair the conditions in the Premises and repeated failures to deliver on those promises leading to lingering maintenance issues that deprive the tenants of the use of their homes and endanger their lives, health and safety.

60. On August 22, 2024 DDPHE issued a Second Notice of Violation to the premises stating that DDPHE “received over 60 complaints the last 2 years specific to the [Premises] including the lack of sufficient heat and hot water violations.”

61. A week later on August 29, 2024, DDPHE reinspected the premises and determined that the heating and hot water had not been fully repaired and issued a Third Notice of Violation.

62. Again on September 4, 2024, DDPHE observed the heat and hot water was still not repaired and issued a Fourth Notice of Violation.

63. In September, 2024 DDPHE issued a series of Notices of Administrative Citation and Civil Penalty Assessment for failure to provide heat and hot water, failure to maintain basic safety standards and for failure to meet standards for heating and infestation control.

64. In October 2024 DDPHE again issued a Notice of Administrative Citation and Civil Penalty Assessment citing the same failure to provide heat and hot water among other basic safety issues.

65. The long enforcement history conducted by DDPHE also reveals persistent infestation and property damage to the premises.

66. Despite these notices, hundreds of work orders and other written notice of the uninhabitable conditions, in January 2025 DDPHE issued another series of Notice of Administrative Citation and Civil Penalty Assessment for failing to remediate conditions

including the heat and hot water at the building, poorly maintained walls, ceilings and floors, and other safety issues.

67. Records from the Raven in early 2025 include pest control logs that indicate rampant roach and bed bug infestations plagued units in the Premises.

68. In February 2025 DDPHE observed “multiple sections of the siding trim, throughout the property, was significantly water damaged, rotten, or missing entirely exposing the flashing tape beneath.” The investigators further observed, the “disrepair would permit the entry and passage of water and weather” and that the “areas affected included but are not limited to the siding trim outside unit 15 and all along that building and on virtually every building on the property.”

69. These open areas permitted roaches, bed bugs, mice and other vermin to infiltrate and move throughout the Premises worsening infestations and thwarting whatever pest control measures Defendants engaged.

70. On July 3, 2025 more than two years after the March 2023 notices, DDPHE again observed violations of heat of and hot water in the Premises.

71. The common areas of the property further exemplify the failure to maintain the Premises.

72. There are two swimming pools in the community.

73. Both pools are nonfunctional and create intermittent hazards for the tenants in the community.

74. Moisture and debris accumulates in the empty pool spaces.

75. At one point, the corpse of a deceased dog was left to break down in the vacant swimming pools.

76. Similarly, dumpsters on the Premises often overflow with waste, garbage, filth and debris.

77. The common areas, like the interior conditions of the units are in a state of disrepair and have been for the last several years.

78. These condition persist and currently impact Plaintiffs and Class Members at the Premises

79. Despite years of detailed notices, tenants continue to suffer uninhabitable conditions such as a lack of heat and hot water, nonfunctional air conditioning, infestations of pests, and dilapidated conditions that render every unit in the Premises uninhabitable and in a state of disrepair.

FACTUAL ALLEGATIONS SPECIFIC TO PLAINTIFF DEVON BERKOWITZ

80. Plaintiff Berkowitz moved into the premises pursuant to a lease agreement dated August 14, 2025 for a lease term of August 15, 2025 to August 31, 2026.

81. At no point in her tenancy was her unit habitable.

82. On August 18, 2025 Plaintiff Berkowitz filled in the Apartment Move-In Inspection Report citing numerous conditions that were designated as “NOT OK” including the thermostat listed as “not working—no AC” and a mention that she was unsure about the condition of the heater.

83. In August, 2025 Plaintiff Berkowitz began submitting maintenance requests regarding the nonfunctional air conditioning and the condition of her ceiling.

84. On September 4, 2025 Plaintiff Berkowitz sent Defendants an email stating that she still did not have hot water and that it had been an intermittent issue throughout her short tenancy.

85. In September 2025, Plaintiff Berkowitz submitted additional maintenance requests for the air conditioning issue and her issues with the door locks in her unit.

86. On October 23, 2025 Plaintiff Berkowitz sent Defendants an email stating that she did not have hot water for several days and asking for help.

87. On November 1, 2025 Plaintiff Berkowitz submitted a notice of uninhabitable conditions that stated in part, “No hot water from shower. Submitted multiple complaints, still not fixed”; “My unit was sprayed for roaches, still have roaches even after spraying”; “Front door missing deadbolt, back door doesn’t hold locked into place”; “No hot water in shower, roaches in unit, secure door locks missing”

88. Plaintiff Berkowitz gave notice of vacating the home due to uninhabitable conditions on November 4, 2025 and vacated on or before November 17, 2025.

89. Plaintiff Berkowitz sent Defendants Loft 9 and AMC an email stating in part “This letter serves as formal notification that I am terminating my lease agreement...effective 11/17/2025...based on the ongoing breach of the warranty of habitability, as detailed in my previous notice dated 11/01/2025...the issues, including lack of hot water, roaches and unsecured door locks remain unresolved, rendering the premises uninhabitable.”

90. Defendants Loft 9 and AMC acknowledged receipt of the letter.

91. Despite the ample notice of uninhabitable conditions Defendants failed to remediate the premises and abandoned Plaintiff Berkowitz to endure uninhabitable conditions in her home.

92. Despite the uninhabitable conditions, Defendants charged Plaintiff Berkowitz a \$1,700 lease break fee.

93. At no point in her tenancy did Defendants act with customary diligence to maintain the property.

94. The uninhabitable conditions significantly impacted Plaintiff Berkowitz by depriving her of the ability to use hot water for personal hygiene and in sanitizing her home, the roaches and structural defects of the Property impacted her use of her home. These conditions materially interfered with her life, health and safety.

FACTUAL ALLEGATIONS SPECIFIC TO PLAINTIFF RACHEL VARGAS

95. Plaintiff Rachel Vargas moved into the Premises pursuant to a lease agreement dated March 3, 2025 for a lease term of March 14, 2025 to February 28, 2026.

96. At no point in her tenancy was her home habitable.

97. Plaintiff Vargas first experienced a lack of hot water in March 2025 soon after moving into the Premises.

98. The conditions significantly worsened in October 2025.

99. Throughout her tenancy Plaintiff Vargas submitted written maintenance requests, and made requests for assistance in person at the leasing office.

100. Plaintiff Vargas submitted a maintenance request for lack of heat and hot water on January 20, 2025.

101. Despite this notice, Plaintiff Vargas' heat and hot water were not restored despite brutally cold temperatures in the Denver area.

102. The intermittent loss of heat and hot water impact Plaintiff Vargas' family.

103. Plaintiff Vargas' daughter has an illness that impacts her joints and skeletal system, and the cold is especially problematic for her daughter's condition.

104. The family is deprived of hot water for personal hygiene and to sanitize and maintain the home. When taken together, the conditions in the home materially interfere with Plaintiff Vargas and her family's life, health and safety.

FACTUAL ALLEGATIONS SPECIFIC TO PLAINTIFF MARCOS GONZALEZ

105. Plaintiff Marcos Gonzalez moved into the Premises pursuant to a lease agreement on or around August 27, 2024.

106. At no point during his tenancy was the home fully habitable.

107. Plaintiff Gonzalez's home was in a state of disrepair when he first moved into the home. The home contained debris from incomplete repair work and was in a run down condition.

108. Plaintiff Gonzalez experiences only intermittent hot water in his home a couple times each week.

109. Plaintiff Gonzalez experiences intermittent water shut off sometimes without any notice at all.

110. Plaintiff Gonzalez frequently submits maintenance requests to Defendants with little to no response and without full remediation of the conditions in his home.

111. Plaintiff Gonzalez' unit does not have a functional heating system. The heating system just blows ambient temperature air and does not heat the home.

112. Instead, he uses space heaters to heat his home.

113. The use of space heaters increases his utility bills and are not safe long-term solutions to the lack of heat.

114. The air conditioning does not work properly and leaks moisture into the home.

115. Plaintiff Gonzalez uses fans to cool his home. The fans do not effectively cool the home and cause his electricity to bill to be increased.

116. Plaintiff Gonzalez observes roaches and insects in his home due to water and structural issues with the building.

117. Plaintiff Gonzalez continues to live at the Premises because the location is ideal for his family. He has tried to find a place to move but cannot find an apartment in a location that works for his family.

118. The family is deprived of hot water for personal hygiene and to sanitize and maintain the home. The roaches and other conditions in Property pose risks of contamination. In total the conditions in the home materially interfere with Plaintiff Gonzalez and his family's life, health and safety.

FACTUAL ALLEGATIONS SPECIFIC TO PLAINTIFF ASHLEY ARIAS

119. Plaintiff Ashley Arias moved into the Premises pursuant to a lease agreement on or around February 15, 2025.

120. At no point in her tenancy was the Premises habitable.

121. Plaintiff Arias noticed roaches when she first took possession of the Premises.

122. Throughout her tenancy, Plaintiff Arias submitted maintenance requests, and did not receive a response.

123. Despite several written notices, the roaches have continued unabated.

124. Plaintiff Arias frequently experiences a loss of hot water in her home.

125. She submits maintenance requests for the loss of hot water.

126. Despite these notices and pleas for help, Defendants failed to fully remediate the hot water.

127. Plaintiff Arias went nearly the entire month of January 2026 without hot water in her home.

128. She travels to a local recreation center to shower, and this takes extra time from her day to meet her basic needs.

129. Plaintiff Arias has not had heat in her apartment for much of her tenancy.

130. Indeed, Plaintiff Arias' heat stopped working in October 2025 and has not yet been restored.

131. Plaintiff Arias uses space heaters to heat her apartment.

132. She experiences high utility bills because of the increase in electricity needed to run the space heaters.

133. Space heaters are not a safe or sufficient solution to the lack of heat in her home.

134. Plaintiff Arias would like to move apartments but cannot afford the transactional costs of moving.

135. Plaintiff Arias feels trapped in an uninhabitable home.

136. The conditions in the Premises materially interfere with Plaintiff Arias' life, health and safety.

CLASS ACTION ALLEGATIONS

137. Plaintiffs bring this action in accordance with Colorado Rule of Civil Procedure 23 on behalf of themselves and the Class defined as follows:

Raven Class: All persons in the United States who, from the date three years prior to the filing of the initial Complaint in this case through the date notice is sent to the Class, leased a residential rental unit at the Raven at apartment complex, and all adult members of those persons' households, including any individual who had a right to occupy the dwelling unit with the lessee under any local, state, or federal law; the rental agreement; or any separate agreement with the landlord or any individual who otherwise had explicit or implicit permission from the landlord to occupy the dwelling unit.

138. 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 Defendant or its parent has a controlling interest and its 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.

139. **Numerosity:** The exact number of Class Members is unknown and not available to Plaintiffs at this time, but individual joinder is impracticable. On information and belief, the total number of members of the Raven Class will far exceed 100 individuals. The number of Class Members and membership can be identified through objective criteria, including Defendants' business records.

140. **Typicality:** Plaintiffs' claims are typical of the claims of other members of the Raven Class. Plaintiff and the members of the Class were subjected to the same or similar conditions violating the Warranty of Habitability and breaching Defendants' contractual obligations. Plaintiffs and members of the Class sustained the same legal injuries arising out of Defendants' wrongful conduct and failure to act.

141. **Adequate Representation:** Plaintiffs 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 action lawsuits against landlords and class actions seeking damages relating to violations of Colorado's warranty of habitability and breach of landlords' duties under lease agreements. Neither Plaintiffs nor Plaintiffs' counsel has any interest in conflict with or antagonistic to those of the Class, and Defendants have no defenses unique to Plaintiffs.

142. **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 conditions throughout the Raven apartments were uninhabitable as defined in C.R.S. §§ 38-12-503 and -505;

- b. whether conditions throughout the Raven apartments materially interfered with Plaintiffs' and Class Members' life, health, or safety;
- c. whether Defendants had notice of conditions that rendered the Property uninhabitable and/or that materially interfered with Plaintiffs' and Class Members' life, health, or safety;
- d. whether Defendants failed to take sufficient remedial action to remedy or repair the condition(s) described in subparagraphs (a) and (b) above;
- e. whether Defendants breached its lease agreements with all Class Members by failing to exercise customary diligence in performing maintenance and repairs;
- f. whether Defendants' failure to obtain a residential rental license prior to leasing units in the Premises is a violation of Colorado's consumer protection act;
- g. whether Plaintiffs and Class Members are entitled to damages; and
- h. whether Plaintiffs and Class Members are entitled to other relief including reasonable attorney fees, costs, and pre- and post-judgment interest.

143. Superiority and 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 Defendants' 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.

FIRST CAUSE OF ACTION
Violation of Colorado's Warranty of Habitability
C.R.S. §§ 38-12-501 *et seq.*
(On Behalf of Plaintiffs and the Raven Class Against All Defendants)

144. Plaintiffs hereby incorporates all other paragraphs of this Complaint as if fully and separately set forth herein.

145. Colorado law provides that a landlord breaches the warranty of habitability where (1) a residential premises is uninhabitable or is in a condition that materially interferes with the tenant's life, health, or safety; (2) the landlord has notice of such condition; and (3) the landlord

fails to completely remedy or repair such condition within a reasonable time. *See C.R.S. § 38-12-503(2).*

146. Defendant Trion managed the Premises at all times relevant to the subject matter of this lawsuit until December 27, 2023 and was Plaintiffs' and Class Members' "landlord" as that term is defined in C.R.S. § 38-12-502.

147. Defendant AMC managed the Premises at all times relevant to the subject matter of this lawsuit after December 27, 2023 and is Plaintiffs' and Class Members' "landlord" as that term is defined in C.R.S. § 38-12-502.

148. Defendant Loft 9 owned the Premises at all times relevant to the subject matter of this lawsuit and is Plaintiffs' and Class Members' "landlord" as that term is defined in C.R.S. § 38-12-502.

149. A landlord has notice of a condition relating to the warranty of habitability where the landlord has received: (1) written notice from a governmental entity regarding the condition; (2) written notice from a third party regarding the condition; (3) written notice from the tenant regarding a condition that may affect multiple tenants; (4) written correspondence between a tenant and maintenance staff; (5) written observations or written reports that the landlord has obtained personally, directly or indirectly; or (6) written notice from the tenant, where notice is sent in a manner that the landlord typically uses to communicate with the tenant. *See C.R.S. § 38-12-503.*

150. Defendants received actual notice of numerous conditions that (1) rendered the Raven apartments, including individual units therein, uninhabitable and/or (2) that interfered with tenants' life, health, or safety. Such notice took place over the course of several years, and included written notice from tenants, government entities, and their own on-site maintenance staff and property management staff.

151. Upon information and belief, Defendants also personally observed conditions rendering the Raven apartments unfit for human habitation. This includes but is not limited to, personal observations by Defendants' agents and employees throughout the class period.

152. Despite receiving reasonably complete written and/or electronic notice of numerous conditions, including through the various forms described herein, Defendants failed to take sufficient steps to completely remedy or repair such conditions within a reasonable time.

153. Defendants' actions and omissions described herein were willful and wanton, and/or committed with reckless indifference to the protected rights of Plaintiff and the Class Members.

154. As a result of Defendant's breach of the warranty of habitability, Plaintiffs and the Raven Class Members have suffered economic and non-economic damages, including but not limited to the reduced value of their rental units, out of pocket costs, fees, and other economic damages; damages for emotional distress and other psychological harms, including

embarrassment, inconvenience, humiliation, loss of dignity, and loss of enjoyment of life, and other non-pecuniary losses; and they are entitled to such general damages, economic damages, attorney fees, costs, pre-judgment and post-judgment interest, and any other damages as permitted by law.

155. Pursuant to C.R.S. § 13-21-102, and as specifically authorized by C.R.S. § 38-12-507, Plaintiff intends to seek leave to amend their Complaint after the exchange of initial disclosures and prior to the close of discovery to add a claim for punitive damages.

SECOND CAUSE OF ACTION
Breach of Contract
(On Behalf of Plaintiffs and the Raven Class Against All Defendants)

156. Plaintiffs hereby incorporate all other paragraphs of this Complaint as if fully and separately set forth herein.

157. As described above, Plaintiffs and Raven Class Members entered into form lease agreements with Defendants directly. The form lease agreements identified “Apartment Management Consultants” as the Landlord’s Authorized Agent.

158. The form lease agreements identified “Felix” as the owner of the premises.

159. “Felix” is an unregistered trade name for Defendant Loft 9, and a name used commercially to reference the Premises.

160. The form lease agreement includes a provision through which Defendants agree to “act with customary diligence to” “keep common areas reasonably clean,” “maintain fixtures, furniture, hot water, heating and A/C equipment,” “comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing,” and “make all reasonable repairs.” (See **Ex. 1** at 6).

161. The form lease agreement also incorporates the covenant of good faith and fair dealing, which is an implied term in every contract.

162. In part because the form lease agreement contemplates that repairs and maintenance at the Property will be completed by Defendant in a manner consistent with customary diligence, the form lease agreement actually *prohibited* Plaintiffs and Class Members from performing any repairs at the Property. As such, Plaintiffs and Class Members were (and are) entirely dependent on Defendants’ contractual promises to exercise customary diligence in making repairs at the property.

163. By failing to make reasonable repairs and perform routine maintenance at the Property with customary diligence; by failing to keep common areas reasonably clean; and by failing to comply with applicable state and local laws regarding safety and sanitation, Defendants breached the covenant of good faith and fair dealing, as well as their express obligations under the form lease.

164. Defendants' breaches have caused Plaintiffs and the members of the Raven Class to suffer damages in an amount to be proven at trial, including but not limited to amounts overpaid compared to the actual fair market value of their apartments in light of the defective conditions.

165. Plaintiffs and Class Members seek to recover all actual and consequential damages, costs, pre- and post-judgment interest, and reasonable attorney fees as allowed under the Form Lease agreements, and such other relief as the Court deems necessary and just.

THIRD CAUSE OF ACTION
Violation of the Colorado Consumer Protection Act ("CCPA")
C.R.S. §§6-1-101 *et seq.*
(On Behalf of Plaintiffs and the Raven Class Against All Defendants)

166. Plaintiffs hereby incorporate all other Paragraphs of this Complaint as if fully set forth herein.

167. 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":

- z. Refuses or fails to obtain all governmental licenses or permits required to perform the services or to sell the goods, food, services, or property as agreed to or contracted for with a consumer.

168. In violation of this subsection, Defendants knowingly or reckless engaged in unfair, deceptive, and unconscionable acts and practices.

Unfair and Deceptive Conduct

169. Defendants knowingly or recklessly engaged in unfair and deceptive conduct by advertising and leasing units in the Premises without first obtaining a residential rental license as is required in the City and County of Denver.

Unconscionable Acts—Leasing the Units without a Residential Rental License was Procedurally and Substantively Unconscionable.

170. Defendants have also acted unconscionably. Procedurally, throughout the class period Defendants leased all units without a Residential Rental License while engaging in the residential rental industry.

171. Substantively, the failure to obtain a residential rental license allowed Defendants to operate with less oversight and allowed Defendants to avoid penalties for failing to maintain the Premises.

172. To the extent required by Colorado law, Plaintiffs allege that Defendants' unlawful conduct and violation of the CCPA set forth herein significantly impacted the public.

173. The number of consumers directly affected by the challenged practices is significant. Each Plaintiff and Class Member was subjected to the unlicensed rental housing scheme. Each unit advertised as available and able to be rented entered the stream of commerce and every consumer who saw any advertisement for the Premises was impacted by the deceptive trade practice. The number of consumers easily exceeds one hundred.

Class Relief Sought

174. Defendants have engaged in the deceptive trade practice set forth above, and Plaintiffs and the Class Members are current or former consumers of Defendants' rental units.

175. Pursuant to C.R.S. § 6-1-113(2.9), Plaintiffs seek, on behalf of themselves and the Raven Class, all actual damages suffered as a result of the deceptive trade practices in amounts to be proven at trial, and an award of reasonable attorney fees and costs.

PRAYER FOR RELIEF

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

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

B. Awarding actual, statutory, and special damages, in amounts to be proven at trial, for Defendants' breaches of the warranty of habitability and their contractual obligations, to be paid into a common fund for the benefit of the Class Members;

C. Awarding actual, statutory, and special damages, in amounts to be proven at trial, for Defendants' violation of the Colorado Consumer Protection Act, to be paid into a common fund for the benefit of the Class Members.

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

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

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

JURY DEMAND

Plaintiffs hereby demand a jury trial on all issues so triable.

Respectfully submitted this 6th day of February, 2026.

Sue My Landlord
/s/ Kelly L. Reeves
Kelly L. Reeves, #58170
8480 E. Orchard Rd Ste 2400
Greenwood Village, CO 80111
(720) 783-7368
kelly@suemylandlord.org

DeGolia Law P.C.
/s/ Benjamin DeGolia
Benjamin DeGolia, #55737
2701 Lawrence St., Suite 116
Denver, CO 80205
(303) 210-0211
benjamin@degolialaw.com