

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

SARA NOUR)	CASE NO.: 2026-CAB-002718
117 Greenlawn Avenue)	
Middlesex, New Jersey 08846, on behalf of)	
herself and all others similarly situated)	CLASS ACTION COMPLAINT
)	
Plaintiff,)	JURY TRIAL DEMANDED
)	
v.)	
)	
ZILLOW GROUP, INC.,)	
1301 Second Avenue, 36th Floor)	
Seattle, Washington 98101)	
)	
Defendant.)	
)	
)	
)	

Plaintiff Sara Nour (“Plaintiff”) brings this Class Action Complaint (“Complaint”) on behalf of herself, and all others similarly situated against Defendant Zillow Group, Inc. (“Defendant” or “Zillow”), and alleges as follows:

I. NATURE OF THE ACTION

1. There is a cost-of-living crisis in our country, one that is especially acute in the housing market. One reason is the relentless imposition of add-on fees in excess of advertised rental rates—including “pay to pay” fees like those at issue in this Complaint, wherein consumers are charged add-on junk fees by third party middlemen merely for doing what they are required to do under the terms of their residential leases: make their rent payments.

2. Plaintiff brings this putative class action seeking monetary damages, restitution and public injunctive relief arising from Defendant’s deceptive and unfair imposition of junk “Transaction Fees” on rent payments completed through Defendant’s Zillow Rental Manager service.

3. The Transaction Fee is added at the very last step of the checkout process, using a “negative option” process. This process—condemned by the Federal Trade Commission (“FTC”) as inherently deceptive—automatically lards online checkout flows with supposedly optional junk fees, then forces consumers to find a way to remove them. Worse, Defendant provides no fair disclosure on how to remove the add-on fees.

4. Defendant’s fee is a classic example of a company-imposed “junk fee” that serves solely as a profit generator for Defendant while providing no added value to consumers.

5. Defendant’s Transaction Fee is deceptive because Defendant does not inform consumers that the fee is not permitted by their residential leases.

6. Indeed, the Transaction Fee amounts to additional, unexpected rent for tenants that is undisclosed in lease agreements. Defendant’s knowing and intentional imposition of Transaction Fees over and above the contracted-for rent constitutes a tortious interference with contract.

7. Plaintiff and Class members are injured by Defendant’s deceptive, unfair and illegal practices. Plaintiff brings this action on behalf of herself and a putative Class and seeks actual damages, restitution and injunctive relief on behalf of the general public to prevent Defendant from continuing to engage in its illegal practices described herein.

II. PARTIES

8. Plaintiff is a citizen and resident of Middlesex, New Jersey. At all relevant times alleged herein, she was a citizen and resident of, and tenant of a property in, the District of Columbia and was assessed a Transaction Fee for paying her rent through Defendant’s online portal.

9. Defendant is a corporation headquartered in the State of Washington. Defendant provides an online real estate marketplace that allows users to buy, sell, rent and finance properties.

Relevant here, Defendant also provides property management services for property managers and landlords, including an online rent collection platform called Zillow Rental Manager.

10. Defendant's conduct as alleged herein emanates from its corporate headquarters in Washington.

III. JURISDICTION AND VENUE

11. This Court has jurisdiction over the claims set forth below pursuant to D.C. Code § 11-921 and D.C. Code § 28-3905(k)(2).

12. Plaintiff is informed and believes that the Court has personal jurisdiction over Defendant because Defendant is a corporation authorized to conduct business in the District of Columbia, because Defendant purposefully avails itself of the privilege of conducting ongoing business activities within the District of Columbia and because the acts and omissions alleged herein occurred, in part, in the District of Columbia.

13. Venue is proper in this Court as relevant transactions occurred in the District of Columbia.

IV. FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

A. Overview of Zillow Rental Manager

14. Defendant contracts with property management companies and landlords throughout the country to provide Zillow Rental Manager, an online portal where tenants can pay their monthly rent.

15. Zillow Rental Manager is how Plaintiff and Class members paid their rent and were assessed the Transaction Fee.

16. Consumers making their rental payments through Zillow Rental Manager are automatically charged the Transaction Fee and are not informed of the amount Defendant charges for the Transaction Fee until the final “Confirm” payment screen.

17. At no point during the rental payment process are consumers informed of alternative means to pay their rent to avoid the Transaction Fee, leading consumers to believe the fee is mandatory and unavoidable.

18. This pre-selection and automatic opting-in of consumers to junk fees is itself deceptive.

19. Defendant’s inadequate and untimely disclosure of the Transaction Fee, as well as Defendant’s failure to adequately inform consumers of alternative ways to pay their rent to avoid the Transaction Fee, render the Transaction Fee nothing more than a junk fee couched in an unlawful pay-to-pay scheme.

20. On information and belief, Defendant is aware that, by programming its online payment platform with a “negative option” to automatically opt-in consumers to pay Transaction Fees, it ensures that most consumers will unknowingly pay them. On information and belief, Defendant is further aware that, had it programmed its online platform to offer an *optional* Transaction Fee (requiring an opt-in or providing fairly disclosed options to remove or avoid such fees), the vast majority of consumers would not pay the Transaction Fee.

21. As the FTC notes, “[f]or years, unscrupulous direct-mail and brick-and-mortar retailers have used design tricks and psychological tactics such as pre-checked boxes, hard-to-find-and read disclosures, and confusing cancellation policies, to get consumers to give up their money

or data.”¹ The FTC further notes in its *Enforcement Policy Statement Regarding Negative Option Marketing* that “[a] ‘pre-checked box’ does not constitute affirmative consent.”²

B. The Rise of Junk Fees in Renting

22. The proliferation of rental housing junk fees like Defendant’s Transaction Fee has negatively impacted millions of renter households nationwide.³

23. Additional, undisclosed fees tacked onto rent payments pose a real threat to consumers’ financial stability, particularly considering that they force tenants to spend significant and unbudgeted sums of money each month on top of rent.⁴

24. “Commonly referred to as ‘junk fees’, these [transaction] fees can be undisclosed, unpredictable, and arbitrary and can quickly accumulate for tenants, putting safe and decent rental housing even more out of reach.”⁵ These “surprise fees are imposed for services with little to no value,” and “add up quickly, rendering advertised rental prices inaccurate and sometimes forcing tenants to spend hundreds of dollars each month on top of rents.”⁶

¹ *FTC Report Shows Rise in Sophisticated Dark Patterns Designed to Trick and Trap Consumers*, Sept. 15, 2022 (available at <https://www.ftc.gov/news-events/news/press-releases/2022/09/ftc-report-shows-rise-sophisticated-dark-patterns-designed-trick-trap-consumers>).

²https://www.ftc.gov/system/files/documents/public_statements/1598063/negative_option_policy_statement-10-22-2021-tobureau.pdf at p. 13 (emphasis added).

³ “*What the Heck, Dude!*”, *How States Can Fight Rental Housing Junk Fees*, National Consumer Law Center, Sept. 2024, available at https://www.nclc.org/wp-content/uploads/2024/09/202409_Report_What-the-Heck-Dude.pdf at pp. 5-7.

⁴ *Junk Fees Toolkit*, National Low Income Housing Coalition (“NLIHC”) State and Local Tenant Protection Series: A Primer on Renters’ Rights, available at https://nlihc.org/sites/default/files/2022-07/SLI_Rental_Fees_Toolkit.pdf at p. 7.

⁵ *Id.* at p. 3.

⁶ *Id.* at p. 6.

25. In 2022, the National Consumer Law Center (“NCLC”) conducted a survey of legal services and nonprofit attorneys throughout the country which examined various types of rental junk fees charged to renters in the rental housing market.⁷ The survey revealed that 60% of respondents from 23 states observed convenience fees, and that “[s]ome housing providers no longer accept payment in person or by check, meaning that tenants have to pay their rent online,” and often times, must do so “through third-party companies,” like Defendant, “that charge fees.”⁸

26. Defendant’s failure to include its rental junk fees in the total cost of the advertised monthly rental rate is problematic—“While a renter may be able to manage and plan for high rents if they know about them in advance, they may not be expecting an array of junk fees, which could push them over their budgets.”⁹

27. Indeed, the FTC recently issued a warning to rental management software companies, including Defendant, that these practices may be unfair and deceptive. The FTC stated:

The FTC is committed to rooting out anticompetitive, unfair and deceptive acts or practices in the rental housing market. Consumers who search for potential rental housing units cannot meaningfully compare alternative choices without understanding the total price required to rent the advertised properties. When consumers do not know the total price of the advertised properties—or any product—they cannot make informed decisions, and the market cannot operate as efficiently as it otherwise would. And unfair and deceptive acts in the rental housing market in a time when hard-working Americans continue to suffer the effects of the Biden Administration’s cost-of-living crisis are especially harmful to consumers and markets.

Available information suggests that property management software providers are limiting the ability of rental property managers and owners to accurately advertise the total monthly rental price, inclusive of all mandatory fees. Property management software programs may cause consumer harm and harm to competition in the rental housing market when they do not accurately display

⁷ *Too Damn High, How Junk Fees Add to Skyrocketing Rents*, National Consumer Law Center, Mar. 2023, available at <https://www.nclc.org/wp-content/uploads/2023/03/JunkFees-Rpt.pdf>.

⁸ *Id.* at pp. 17-18.

⁹ *Id.* at p. 6.

complete pricing information across websites hosted on their platforms, or where they restrict property owners' and managers' ability to aggregate or convey accurate cost information to consumers on third-party listing sites.¹⁰

28. Thus, the FTC warned property management software providers, including Defendant, to comprehensively review their practices to ensure consumers are provided “with transparent rental prices.”¹¹

29. But Defendant's Transaction Fees impede that effort.

30. The consequences of these junk fees are significant. As a leading player in the third-party rental payment processing market recently acknowledged in a July 31, 2025, blog post, “[a]lmost half (49.7%) of renters spend over 30% of their income on housing, and nearly a quarter are severely burdened, paying more than half. That’s a lot of people and money. The overall cost of renting, including utilities and other basic housing costs, has increased by 3.8% year-over-year—the largest annual real increase in rental costs since at least 2011. That, alongside an increase in grocery, gas, and utility expenses, makes it nearly impossible to have any financial breathing room—but rent waits for no one. Unfortunately, this could mean late fees, overdraft charges, or even falling behind on rent.”¹²

31. Despite the financial hardship consumers face meeting their monthly rental obligations, Defendant nevertheless charges these same consumers a Transaction Fee to make their monthly rental payments.

¹⁰ See **Exhibit 1** (footnotes omitted).

¹¹ See *id.*

¹² <https://www.rentcafe.com/blog/apartmentliving/tips-tricks-renters/managing-flexible-rent-payments/> (last accessed Mar. 3, 2026).

C. Defendant Charges Consumers Transaction Fees for Processing Rent Payments

32. Defendant charges consumers a pay-to-pay Transaction Fee on rent payments in an amount beyond the price of consumers' monthly rent obligations.

33. Defendant's Transaction Fee is deceptive because Defendant does not inform consumers that it is charging a fee that is not already included in their residential leases, nor does it inform consumers that the fee is not permitted by their leases.

34. The Transaction Fee is not tethered to any actual processing or expense, nor does it constitute any service not reasonably already included in a residential lease, *viz.*, the ability to make a payment under the lease. Instead, the fee is a pure profit generator for Defendant.

35. Reasonable consumers like Plaintiff understand the advertised cost for monthly rent to be the total cost of their rent obligation as represented—not the total cost of monthly rent *plus* an additional, undisclosed charge. In other words, Defendant's fee amounts to additional, unexpected rent for tenants above the amount for which they contracted.

D. Defendant's Transaction Fee is a Junk Fee that Violates Federal Guidance and State Consumer Protection Laws

36. Defendant's Transaction Fee is precisely the type of "junk fee" that has come under government scrutiny in recent years:

Junk fees are fees that are mandatory but not transparently disclosed to consumers. Consumers are lured in with the promise of a low price, but when they get to the register, they discover that price was never really available. Junk fees harm consumers and actively undermine competition by making it impractical for consumers to compare prices, a linchpin of our economic system.¹³

¹³ The White House, *The Price Isn't Right: How Junk Fees Cost Consumers and Undermine Competition*, Mar. 5, 2024, available at <https://bidenwhitehouse.archives.gov/cea/written-materials/2024/03/05/the-price-isnt-right-how-junk-fees-cost-consumers-and-undermine-competition/>.

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

[M]any consumers said that sellers often do not advertise the total amount they will have to pay, and disclose fees only after they are well into completing the transaction. They also said that sellers often misrepresent or do not adequately disclose the nature or purpose of certain fees, leaving consumers wondering what they are paying for or if they are getting anything at all for the fee charged.¹⁴

38. In a press release, FTC Chair Lina M. Khan has articulated the financial harm to consumers arising from fees like Defendant's:

It's beyond frustrating to end up spending more than you budgeted because of random, arbitrary fees. No one has ever felt that a "convenience fee" was convenient. Companies should compete to provide the best quality at the best price, not to see who can squeeze the most added expenses out of consumers. That's especially true at a time when families are struggling with the effects of inflation.¹⁵

39. Defendant violates federal guidance and state consumer protection laws by charging the Transaction Fee for processing rent payments on its platform.

E. Plaintiff's Experience

40. At all times relevant, Plaintiff rented an apartment in the District of Columbia and paid her rent each month on Defendant's platform.

41. For example, on November 1, 2024, Plaintiff paid her monthly rent of \$2550.00 with a debit card on Defendant's platform and was charged a \$75.22 Transaction Fee (labeled a "Card fee" on Plaintiff's receipt) from Defendant. The Transaction Fee was automatically added to her total.

¹⁴ Federal Trade Commission, *FTC Proposes Rule to Ban Junk Fees – Proposed rule would prohibit hidden and falsely advertised fees*, Oct. 11, 2023, available at <https://www.ftc.gov/news-events/news/press-releases/2023/10/ftc-proposes-rule-ban-junk-fees>.

¹⁵ Federal Trade Commission, *Federal Trade Commission Explores Rule Cracking Down on Junk Fees*, Oct. 20, 2022, available at <https://www.ftc.gov/news-events/news/press-releases/2022/10/federal-trade-commission-explores-rule-cracking-down-junk-fees>.

42. Plaintiff reasonably believed the Transaction Fee was a mandatory fee that she was required to pay in order to pay her monthly rent on Defendant's platform.

43. At no time during the rent payment transaction or during the lease signing process did Defendant adequately or transparently present the Transaction Fee as an optional charge.

44. Plaintiff relied on Defendant's misrepresentations and omissions about Defendant's Transaction Fee in making her rent payment.

45. Had Plaintiff known that she would be charged a useless Transaction Fee for making her rent payment, or that the Transaction Fee was avoidable, she would have chosen some other method to make her rent payment.

V. PLAINTIFF'S CLAIMS SOUNDING IN FRAUD ARE ALLEGED WITH SPECIFICITY

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

47. **WHO:** Defendant unlawfully, unfairly, deceptively and/or misleadingly imposed the Transaction Fee on consumers paying their rent.

48. **WHAT:** Defendant's conduct was, and continues to be, fraudulent because it hid, concealed, obfuscated or otherwise disguised additional charges to consumers paying their rent. Defendant's conduct deceived Plaintiff and Class members into believing that the Transaction Fee is mandatory when paying their rent, when in reality the Transaction Fee is untimely disclosed, misleadingly disclosed, excessive and unlawfully charged. At all times relevant to this action, Plaintiff and Class members utilized Defendant's platform to make rental payments where Defendant then imposed the Transaction Fee. Defendant charged the Transaction Fee to all

consumers paying their rent using a one-time electronic payment method. Defendant failed to post, display or otherwise adequately disclose the Transaction Fee to consumers during the signing of their lease agreements or during the rental payment process. Defendant knew, or should have known, that it failed to adequately disclose the Transaction Fee and that this fee is material to reasonable consumers, including Plaintiff and Class members. The Transaction Fee is a sham, a classic “junk fee.” Any service purportedly provided by Defendant, which is allowing consumers to pay their rent, is a core aspect of the service Defendant is required to provide. The Transaction Fee is merely a second payment—in the form of a junk fee—for the convenience for which that consumers are already paying.

49. **WHEN:** Defendant engaged in these unlawful, unfair, deceptive or otherwise misleading practices during the putative Class periods and at the time Plaintiff and Class members signed their lease agreements and made rental payments through Defendant’s platform, prior to and at the time Plaintiff and Class members made claims after realizing the unlawful junk fee, and continuously throughout the applicable Class periods.

50. **WHERE:** Defendant’s unlawful, unfair and deceptive junk fee was uniformly applied to consumers who made rental payments through Defendant’s platform. Defendant’s website, advertising and other marketing materials failed to adequately explain or otherwise adequately disclose the Transaction Fee being charged.

51. **HOW:** Defendant hid, obfuscated or otherwise concealed from consumers the imposition of its junk fee in order to prevent consumers from discovering the additional charges. Even if consumers were to discover the Transaction Fee through their own investigation, Defendant failed to explain or adequately disclose the nature of the Transaction Fee or reasonable alternatives to paying this fee, or why it was imposed.

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

53. **INJURY:** Plaintiff and Class members paid a premium or otherwise paid more for their rent than they otherwise would have absent Defendant's misrepresentations.

VI. TOLLING AND ESTOPPEL OF STATUTE OF LIMITATIONS

54. For years, Defendant had actual knowledge that it hid, obfuscated or otherwise concealed from consumers the imposition of the Transaction Fee in order to prevent consumers from discovering the additional charges. Even if consumers were to discover the Transaction Fee through their own investigation, Defendant failed to explain or adequately disclose the nature of the Transaction Fee or reasonable alternatives to paying this fee, or why it was imposed.

55. Defendant has a duty to accurately disclose the fees it charges to consumers. Yet despite its duty and knowledge, Defendant misrepresented the Transaction Fee, knowing that it had no basis to do so.

56. Defendant made, and continues to make, affirmative misrepresentations to consumers to continue to profit from its pay-to-pay Transaction Fee scheme.

57. Defendant misrepresented material facts that are important to Plaintiff and Class members in deciding the manner in which they pay their rent. Defendant's misrepresentations were knowing, and it intended to, and did, deceive reasonable consumers, including Plaintiff and Class members.

58. As a result, Plaintiff and Class members reasonably relied upon Defendant's affirmative misrepresentations of these material facts and suffered injury as a proximate result of that justifiable reliance.

59. The true extent and nature of the Transaction Fee as a junk fee was not reasonably detectible to Plaintiff and Class members.

60. At all times, Defendant actively and intentionally misrepresented the Transaction Fee and failed to inform Plaintiff and Class members of its true nature as well as alternative ways to avoid incurring the Transaction Fee. Plaintiff's and Class members' lack of awareness was thus not attributable to a lack of diligence on their part.

61. The statements, words and acts by Defendant were made for the purpose of misrepresenting the truth about the Transaction Fee.

62. Defendant misrepresented the Transaction Fee and alternative means of payment to avoid the Transaction Fee for the purpose of delaying Plaintiff and Class members from filing a complaint on their causes of action.

63. Due to Defendant's active misrepresentation to Plaintiff and Class members of the true nature of the Transaction Fee and alternative means to pay rent without subjecting them to it, any and all statutes of limitations that may otherwise be applicable to the allegations are tolled. Moreover, Defendant is estopped from relying on any statute of limitations in light of its active misrepresentation regarding the Transaction Fee.

64. Furthermore, the causes of action alleged herein did not occur until Plaintiff and Class members discovered the true nature of the Transaction Fee and/or alternative means to avoid the payment of the Transaction Fee. Plaintiff and Class members had no realistic ability to discern that the Transaction Fee was not mandatory or that it was just a junk fee. In either event, Plaintiff and Class members were hampered in their ability to discover their causes of action because of Defendant's active misrepresentation regarding the true nature of its Transaction Fee.

VII. CLASS ACTION ALLEGATIONS

65. Plaintiff brings this action individually and as a representative of all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3), on behalf of herself and the members of the following proposed nationwide class (“Nationwide Class”):¹⁶

During the fullest period allowed by law, all persons who were charged a Transaction Fee by Defendant when making a rent payment.

66. Plaintiff brings this action individually and as a representative of all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3), on behalf of herself and the members of the following proposed multi-state class (“Multi-State Consumer Protection Class”):

During the fullest period allowed by law, all persons who were charged a Transaction Fee by Defendant when making a rent payment in any state with similar consumer protection laws.¹⁷

67. Plaintiff further brings this action individually and as a representative of all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3) on behalf of herself and the members of the following class (“D.C. Class”):

¹⁶ Unless otherwise specified, all references in this Complaint to “Classes” or the “Class” refer collectively to the Nationwide Class, Multi-State Consumer Protection Class and D.C. Class.

¹⁷ While discovery may alter the following, Plaintiff asserts that the other states with similar consumer protection laws under the facts of this case include, but are not limited to: Alaska (AS §§ 45.50.471, *et seq.*), Arkansas (Ark. Code §§ 4-88-101, *et seq.*), California (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), Connecticut (Conn. Gen. Stat. §§ 42-110, *et seq.*), Delaware (Del. Code tit. 6, §§ 2511, *et seq.*), District of Columbia (D.C. Code §§ 28-3901, *et seq.*), Florida (Fla. Stat. §§ 501.201, *et seq.*), Hawaii (Haw. Rev. Stat. §§ 480-1, *et seq.*), Illinois (815 ICLS §§ 501/1, *et seq.*), Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*), Michigan (Mich. Comp. Law §§ 445.901, *et seq.*), Minnesota (Minn. Stat. §§ 325F.67, *et seq.*), Missouri (Mo. Rev. Stat. §§ 407.010, *et seq.*), New Jersey (N.J. Stat. §§ 56:8-1, *et seq.*), New York (N.Y. Gen. Bus. Law. §§ 349, *et seq.* and §§ 350, *et seq.*), Rhode Island (R.I. Gen. Laws §§ 6-13.1-1, *et seq.*), Vermont (Vt. Stat. tit. 9, §§ 2451, *et seq.*), Washington (Wash. Rev. Code §§ 19.86.010, *et seq.*), and Wisconsin (Wis. Stat. §§ 100.18, *et seq.*). *See Langan v. Johnson & Johnson Consumer Companies, Inc.*, 897 F.3d 88, 96 (2d Cir. 2018); *Mancuso v. RFA Brands, LLC*, 454 F. Supp. 3d 197, 201, 204 (W.D.N.Y. 2020); *see also Benson v. Newell Brands, Inc.*, No. 19 C 6836, 2021 WL 5321510, *9-10 (N.D. Ill. Nov. 16, 2021) (certifying a similar multi-state consumer protection class).

During the fullest period allowed by law, all persons who were charged a Transaction Fee by Defendant in the District of Columbia when making a rent payment.

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

69. Plaintiff reserves the right to modify or amend the definition of the proposed Class and/or to add a subclass(es), if necessary, before this Court rules on certification.

70. **Numerosity.** The proposed Class is numerous such that joinder is impracticable. The identities of Class members are within the exclusive knowledge of and can be ascertained only by resort to Defendant's records. The proposed Class is also sufficiently ascertainable because Defendant has the administrative capability through its computer systems and other business records to identify all members of the proposed Class and such specific information is not otherwise available to Plaintiff.

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

- a. Whether Defendant's Transaction Fee is unfair, unlawful, deceptive or misleading;
- b. Whether Defendant's Transaction Fee violates the laws asserted herein;
- c. Whether Plaintiff and the Class were harmed by Defendant's alleged misconduct;
- d. Whether Defendant was unjustly enriched;

- e. Whether Defendant tortiously interfered with Class members' lease agreements;
- f. Whether Plaintiff and the Class are damaged and if so, the proper measure of damages; and
- g. Whether an injunction is necessary to prevent Defendant from continuing to engage in the wrongful conduct described herein.

72. **Typicality.** Plaintiff's claims are typical of the claims of other Class members in that they arise out of the same wrongful business practice by Defendant, as described herein.

73. **Adequacy.** Plaintiff is a more than adequate representative of the Class as she has suffered damages from Defendant's improper business practices. Additionally:

- a. Plaintiff is committed to the vigorous prosecution of this action on behalf of herself and all others similarly situated and retained competent counsel experienced in the prosecution of consumer class actions;
- b. There is no conflict of interest between Plaintiff and unnamed Class members;
- c. Plaintiff anticipates no difficulty in managing this case as a class action; and
- d. Plaintiff's legal counsel has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

74. **Predominance & Superiority.** Common questions of fact or law concerning Defendant's liability to all Class members for charging Transaction Fees on rent payments predominate over any questions affecting only individual Class members. A class action is the superior method for resolving this dispute because it is impracticable to bring proposed Class members' individual claims before the Court, especially where, as here, individual Class members' damages are relatively small. Class treatment permits many similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary

duplication of evidence, effort, expense or the possibility of inconsistent or contradictory judgments that individual actions would engender. The benefits of a class action, including providing injured persons or entities with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action. Plaintiff knows of no difficulty to be encountered that would preclude this case's maintenance as a class action.

75. **Final Declaratory or Injunctive Relief.** Defendant has acted or refused to act on grounds generally applicable to each Class member, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to each Class as a whole.

76. **Particular Issues.** Plaintiff's claims concern particular issues common to all Class members and capable of class-wide resolution that will significantly advance the litigation.

VIII. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of State Consumer Protection Statutes

(By Plaintiff, individually, and on behalf of the Multi-State Consumer Protection Class)

77. Plaintiff, individually, and on behalf of the Multi-State Consumer Protection Class, realleges and incorporates paragraphs 1 through 76 as if fully set forth herein.

78. Plaintiff and the Multi-State Consumer Protection Class members were injured as a result of Defendant's violations of the state consumer protection statutes alleged herein. These state consumer protection statutes provide a basis for redress to Plaintiff and the Multi-State Consumer Protection Class based on Defendant's fraudulent, deceptive, unfair and unconscionable acts, practices and conduct.

79. Defendant's conduct, as alleged herein, violates the consumer protection, unfair trade practices, and deceptive laws of each of the jurisdictions encompassing the Multi-State Consumer Protection Class.

80. Defendant's Transaction Fee violates these prohibitions because Defendant does not inform consumers that the junk fee is not permitted by their residential leases.

81. Defendant engaged in fraudulent, unfair and/or deceptive conduct which creates the likelihood of confusion or misunderstanding in violation of applicable law.

82. Specifically, Defendant charged fees that provided no added value to reasonable consumers, misrepresented the mandatory nature of the fees and misrepresented the total cost of Plaintiff's and Class members' rent obligations.

83. Defendant intended for Plaintiff and Multi-State Consumer Protection Class Members to reasonably rely upon the material misrepresentations and omissions concerning the true nature of the Transaction Fee.

84. Defendant's misrepresentations and other deceptive conduct were likely to deceive and cause misunderstanding and/or, in fact, did cause Plaintiff and Multi-State Consumer Protection Class members to be deceived about the true nature of the Transaction Fee.

85. Furthermore, despite Defendant's knowledge of material facts concerning the mandatory nature of the Transaction Fee, Defendant actively concealed the true nature of the Transaction Fee from consumers by failing to disclose the junk fee is not permitted by Plaintiff's and Multi-State Consumer Protection Class members' residential leases.

86. Defendant knew, or otherwise should have known, that the Transaction Fee was unfair, unlawful, deceptive and misleading and that it failed to adequately disclose the junk fee.

87. Defendant omitted, concealed and failed to disclose to Plaintiff and Multi-State Consumer Protection Class members the true nature of the Transaction Fee and alternative means to avoid the Transaction Fee, amounting to an undisclosed increase in consumers' rent. Rather than disclose this information, Defendant unlawfully profited greatly from the Transaction Fees at the expense of Plaintiff and Multi-State Consumer Protection Class members.

88. The facts concealed and/or not disclosed by Defendant to Plaintiff and other Multi-State Consumer Protection Class members, were material, in part, because the Transaction Fee is merely a second payment—in the form of a junk fee—for the convenience that consumers are already paying for. Such facts affect the conduct of lessors and a reasonable person would have considered those facts to be important in deciding the means in which they paid their rent. Rather than disclose this information, Defendant represented the Transaction Fee as complying with all applicable standards and regulations.

89. Defendant intentionally concealed and/or failed to disclose such material facts for the purpose of inducing Plaintiff and other Multi-State Consumer Protection Class members, to pay the Transaction Fee.

90. As a direct and proximate result of Defendant's misrepresentations and omissions, Plaintiff and Multi-State Consumer Protection Class members suffered ascertainable losses.

91. Had they been aware of the true nature of the Transaction Fee, Plaintiff and Multi-State Consumer Protection Class members would have made their rent payments by some other method to avoid the Transaction Fee.

92. Pursuant to the aforementioned states' unfair and deceptive practices laws, Plaintiff and Multi-State Consumer Protection Class members are entitled to recover compensatory, restitution, punitive and special damages, including, but not limited to treble

damages, reasonable attorneys' fees and costs and other injunctive or declaratory relief as deemed appropriate or permitted by relevant law.

SECOND CAUSE OF ACTION

D.C. Consumer Protection Procedures Act (the "CPPA") Violation of D.C. Code §§ 28-3901, *et seq.* (By Plaintiff, individually, and on behalf of the D.C. Class)

93. Plaintiff, individually, and on behalf of the D.C. Class, realleges and incorporates paragraphs 1 through 76 as if fully set forth herein.

94. The CPPA is a broadly construed remedial statute that prohibits "unfair or deceptive trade practice[s]" and establishes "an enforceable right to truthful information from merchants about consumer goods and services." D.C. Code §§ 28-3901(c), 28-3904.

95. A violation of the CPPA occurs regardless of "whether or not any consumer is in fact misled, deceived, or damaged" by the unlawful trade practice. D.C. Code § 28-3904.

96. Defendant is a "merchant" providing "services" as defined in the CPPA.

97. Plaintiff and Class members are "consumers" as defined in the CPPA.

98. Defendant violates the CPPA because its actions as alleged herein constitute an "unfair or deceptive trade practice"—namely, "misrepresent[ing] as to a material fact which has a tendency to mislead," "fail[ing] to state a material fact if such failure tends to mislead," and "advertis[ing] or offer[ing] goods or services . . . without the intent to sell them as advertised or offered." D.C. Code § 28-3904.

99. Specifically, Defendant violates the CPPA by charging fees that provide no added value to reasonable consumers and by misrepresenting the mandatory nature of the fees and misrepresenting the total cost of Plaintiff's and Class members' rent obligations. The financial harm to consumers because of Defendant's wrongful business practice is substantial.

100. Defendant's actions as described herein have the tendency or capacity to mislead, and did mislead, reasonable consumers and, unless enjoined, will continue to mislead them in the future.

101. Defendant knew or should have known that it failed to adequately disclose the nature and existence of the Transaction Fee and that these facts are material to reasonable consumers, including Plaintiff and Class members.

102. Plaintiff relied on Defendant's misrepresentations in making her rent payment. Had she known that she would be charged a useless Transaction Fee for making rent payments, or that the Transaction Fee was avoidable, she would have chosen some other method to make her rent payment.

103. As a direct and proximate result of Defendant's misconduct, Plaintiff and the Class suffered and will continue to suffer ascertainable losses in the form of the wrongfully collected Transaction Fees.

104. Plaintiff and Class members are entitled to an order enjoining the conduct complained of herein on behalf of the general public, actual damages, treble damages, costs of suit, a reasonable attorneys' fee, punitive damages and such further equitable relief as the Court may deem proper.

THIRD CAUSE OF ACTION

Washington Consumer Protection Act (the "WCPA")
Violation of Wash. Rev. Code §§ 19.86, et seq.
(By Plaintiff, individually, and on behalf of the Nationwide Class)

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

106. Defendant is a "person" within the meaning of the WCPA and conducts "trade" and "commerce" within the meaning of the WCPA. Plaintiff and Class Members are "persons" within

the meaning of the WCPA. Payments wrongfully obtained from Plaintiff and Class Members constitute “assets” within the meaning of the WCPA.

107. Defendant’s actions as described herein are unfair and deceptive within the meaning of the WCPA. Specifically, Defendant charges fees that provide no added value to reasonable consumers, misrepresenting the mandatory nature of the fees and misrepresenting the total cost of Plaintiff’s and Class members’ rent obligations. The financial harm to consumers because of Defendant’s wrongful business practice is substantial.

108. Defendant’s failure to adequately disclose the existence and nature of its fees to Plaintiff and Class Members who utilize Defendant’s rent payment platform is a deceptive and unfair practice.

109. Defendant’s actions as described herein have the tendency or capacity to mislead, and did mislead, reasonable consumers and, unless enjoined, will continue to mislead them in the future.

110. Plaintiff relied on Defendant’s misrepresentations in making her rent payment. Had she known that she would be charged a useless Transaction Fee for making rent payments, or that the Transaction Fee was avoidable, she would have chosen some other method to make her rent payment.

111. As a direct and proximate result of Defendant’s misconduct, Plaintiff and the Class suffered and will continue to suffer ascertainable losses in the form of the wrongfully collected Transaction Fees.

112. Defendant’s actions are unfair in that they offend public policy and are immoral, unethical, oppressive and unscrupulous and cause substantial injury to consumers.

113. Defendant's actions as described herein occur in Defendant's trade or business and have injured and deceived a substantial portion of the public. Defendant's general course of conduct has an impact on the public interest, and the acts complained of herein are ongoing.

114. Defendant's conduct has injured Plaintiff and Class Members in that Plaintiff and Class members lost money because of Defendant's unfair and deceptive fees.

115. Plaintiff and Class members are entitled to an order enjoining the conduct complained of herein, actual damages, treble damages, costs of suit, a reasonable attorneys' fee, and such further equitable relief as the Court may deem proper.

FOURTH CAUSE OF ACTION

Tortious Interference with Contract (By Plaintiff, individually, and on behalf of the Nationwide Class; Alternatively, on behalf of the D.C. Class)

116. Plaintiff, individually, and on behalf of the Nationwide Class, and alternatively the D.C. Class, realleges and incorporates paragraphs 1 through 76 as if fully set forth herein.

117. Plaintiff and members of the Class entered into valid lease agreements with rental property management companies and landlords based on their economic necessity for rental housing services. Defendant knew or should have known about this business relationship when it acted as the third-party platform through which Plaintiff and Class members were required to make monthly rental payments to those rental property management companies and landlords.

118. Defendant intentionally and/or wrongfully interfered with those lease agreements to Plaintiff's and Class members' detriment by charging Transaction Fees which amounted to undisclosed rent costs.

119. Defendant's act of charging Transaction Fees on Plaintiff's and Class members' rent payments was designed to induce and did induce breach and/or disruption of their contractual relationship with those entities.

120. Defendant's intentional interference caused Plaintiff and members of the Class actual harm in the form of the wrongfully collected Transaction Fees.

FIFTH CAUSE OF ACTION

Unjust Enrichment

*(By Plaintiff, individually, and on behalf of the Nationwide Class;
Alternatively, on behalf of the D.C. Class)*

121. Plaintiff, individually, and on behalf of the Nationwide Class, and alternatively the D.C. Class, realleges and incorporates paragraphs 1 through 76 as if fully set forth herein.

122. To the detriment of Plaintiff and the Class, Defendant has been, and continues to be, unjustly enriched as a result of its wrongful conduct alleged herein.

123. Plaintiff and the Class conferred a benefit on Defendant.

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

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

126. Plaintiff and the Class, therefore, seek disgorgement of all wrongfully obtained Transaction Fees received by Defendant because of its inequitable conduct as alleged herein.

PRAYER FOR RELIEF

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

- a. Certifying the proposed Class(es), appointing Plaintiff as representative of the Class(es) and appointing her counsel as class counsel;
- b. Declaring that Defendant's policies and practices described herein are improper;
- c. Enjoining Defendant from engaging in the wrongful conduct as described herein on behalf of the general public;

- d. For an order requiring Defendant to disgorge and make restitution of all monies it acquired by means of the unlawful practices set forth herein;
- e. Awarding actual and statutory damages in an amount according to proof;
- f. Awarding treble damages as permitted by law;
- g. Awarding pre-judgment interest at the maximum rate permitted by law;
- h. Reimbursing all costs, expenses and disbursements accrued by Plaintiff in connection with this action, including reasonable attorneys' fees, costs and expenses, pursuant to applicable law and any other basis; and
- i. Awarding such other relief as this Court deems just and proper.

X. DEMAND FOR JURY TRIAL

Plaintiff and all others similarly situated hereby demand a jury trial on all issues in this Complaint that are so triable as a matter of right.

Dated: April 23, 2026

Respectfully submitted,

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**Pro Hac Vice Forthcoming*

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