DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202	
PLAINTIFF: BRANDON SMITH, ET AL. V. **DEFENDANTS:** CARDINAL GROUP MANAGEMENT & ADVISORY, LLC D/B/A CARDINAL GROUP MANAGEMENT; GLENDALE PROPERTIES I, LLC D/B/A MINT URBAN INFINITY; GLENDALE PROPERTIES II, LLC D/B/A MINT URBAN INFINITY.	▲ COURT USE ONLY ▲
Attorneys for Defendant Cardinal Group Management & Advisory, LLC d/b/a Cardinal Group Management: Derek C. Anderson, Esq., No. 37727 Jennifer R. O'Shea, Esq. *Admitted pro hac vice* Winget, Spadafora & Schwartzberg, LLP 2440 Junction Place, Suite 102 Boulder, CO 80301 T: (720) 699-1800 F: (720) 699-1801 E-mail: anderson.d@wssllp.com E-mail: oshea.j@wssllp.com	Case No.: 2021cv33357 Div: 275 Courtroom:

DEFENDANT CARDINAL GROUP MANAGEMENT & ADVISORY, LLC D/B/A CARDINAL GROUP MANAGEMENT'S CORRECTED OPPOSITION TO PLAINTIFFS' AMENDED MOTION FOR CLASS CERTIFICATION AND REQUEST FOR EVIDENTIARY HEARING

Defendant Cardinal Group Management & Advisory, LLC d/b/a Cardinal Group Management ("Cardinal" and/or "Defendant"), through its undersigned attorneys, hereby files this Corrected Opposition to Plaintiffs' Amended Motion for Class Certification ("Plaintiffs' Motion") and respectfully requests an Evidentiary Hearing.

I. BACKGROUND

A. Cardinal is an Award Winning National Real Estate Company That Made Every Effort to Diligently Manage the Property at Issue During the Unprecedented Time Period of the Covid-19 Pandemic.

Despite the term "slumlord" used to describe Cardinal in Plaintiffs' Motion, Cardinal is actually an award-winning real estate management, investment, construction and marketing firm focused on multifamily housing with offices throughout the United States and is headquartered in Denver, Colorado. (*See* Expert Report of Joel Murovitz at ¶ 27, attached hereto as "**Exhibit A**"). Cardinal was ranked as one of the top fifty multifamily property managers by the National Multifamily Housing Council in 2021 and 2022. *Id.* One of the properties under Cardinal's management is the property at issue in this litigation - a ten building, 554 unit multifamily property operating under the name Mint Urban Infinity in Denver, CO (the "Property"). (Murovitz Report at ¶ 18). The scope of Cardinal's work as the third party manager for the Property is defined by Property Management Agreements and Delegation of Authority Protocols with the Glendale Defendants (owners) that require that Cardinal seek approval for maintenance over certain amounts and for capital expenditures. (Murovitz Report at ¶ 28-29). The Property was constructed in the early 1970's and all units were fully renovated in the summer of 2016. (*See* Deposition Transcript of Megan Gebhardt at 34:22-23; 39:15-19, attached hereto as "**Exhibit B**"). Brian Hawthorne (VP of Operations), one of Cardinal's 30(b)(6) witnesses, testified directly on-point that: "Communities that are that age just have inherent challenges." (*See* Deposition Transcript of Brian Hawthorne at 116:12-24, attached hereto as "**Exhibit C**"). Despite those challenges, the

evidence shows that Cardinal made every effort to diligently maintain the property to make it safe and habitable for the tenants until the Property was sold in June 2022. (Murovitz Report at ¶ 19). Cardinal's efforts to manage the Property must also be viewed with the background of the staffing and supply shortages caused by the Covid-19 Pandemic. (Gebhardt Transcript at 66:19-21; 67:1-5; 70:11-15).

B. Plaintiffs' Motion Fails to Overcome The Preliminary Hurdle of Showing That Any Potential Class Members Were Harmed by Cardinal's Management of The Property.

1. Plaintiffs' Have No Warranty of Habitability Related Damages.

The only issue set forth in the Second Amended Class Action Complaint that could possibly be characterized as a Warranty of Habitability issue is the limited instance of a lack of hot water in one building at the Property that occurred in July 2021 due to an underground gas leak caused by work being done by an outside utility company. (Murovitz Report at ¶ 32). Liability can only exist under the Warranty of Habitability, however, where Plaintiffs can show that Cardinal did not act with diligence in working toward repairs or did not respond to maintenance issues.[1] That is not the case here where Cardinal immediately responded to the issue and also offered a rental abatement to all affected residents. (Murovitz Report at ¶ 32). The lack of evidence of monetary harm to any residents as a result of this issue therefore necessitates denial of class certification for Warranty of Habitability related claims.

2. Plaintiffs Inability to Specify Any Damages Caused By Cardinal's Maintenance of the Property Prevents Class Certification.

The only "damages" that lead Plaintiff Brandon Smith was able to specifically identify include payment of the administrative fee, "rent paid in excess of fair market value," despite no

[1] A breach of the Warranty of Habitability can only be found if: "The landlord has received written notice of the condition described on paragraphs (a) and (b) of this subsection (2) and failed to cure the problem within a reasonable time. C.R.S. § 38-12-503(c).

calculation of what that number might be, food spoiling from lack of air conditioning, purchase of a portable air conditioning unit, the cost of hydrocortisone cream for the "jock itch" resulting from sweating, an undefined increase in his Trazedone and Wellbutrin prescriptions that he was previously taking for his pre-existing emotional issues and his on-line purchase of the psychoactive drug Ketamine through the "Mindbloom.com" website. (*See* Deposition Transcript of Brandon Smith at 102:18-103:1, 103:17-104:2, 104:10-18, 105:9-17, 110:22-111:2, 111:24-112:2, 148:1-15, attached hereto as "**Exhibit D"**). Notably, when offered the opportunity to break his lease early with no move-out fee, Smith refused the offer. (Smith Transcript at 131:10-132:19). The other three named Plaintiffs were similarly unable to specify any money damages or physical injury. Kendra Raylene Keeley testified that the only costs she incurred were a portable air conditioning unit and a lightbulb, both of which her father purchased for her. (*See* deposition Transcript of Kendra Raylene Keely at 49:25-50:14, attached hereto as "**Exhibit E"**). Lynette Rhodes testified that she was fully reimbursed by Cardinal for the costs of some roach killer products and a new door lock. (*See* Deposition Transcript of Lynette Rhodes at 85:20-23, attached hereto as "**Exhibit F**"). Shivani Mohan testified that her only damages are a possible increase to her electricity bill from using a fan when the air conditioning was out. (*See* Deposition Transcript of Shivani Mohan at 82:8-18, attached hereto as "**Exhibit G")**. Plaintiffs' claims for damages must also be viewed in light of the fact that they actually owe money to Cardinal as a result of damages they each caused to their units and for failure to pay amounts they are contractually obligated to pay under the lease. (*See* Move-Out Statements for Plaintiffs Rhodes, Keeley and Mohan, attached hereto as "**Exhibits H, I and J**"). Plaintiffs have no damages that could possibly define a class of tenants to be certified.

3. Plaintiffs' Motion Fails to Show Any Tenants Harmed by the Disputed Fees.

Cardinal, like all of its competitors, uses the standard National Apartment Association ("NAA") form lease through a company called Blue Moon. (Hawthorne Transcript at 108:17-22). Blue Moon provides leases for each state that are continually updated to comply with all laws nationally and per state. (*See* Deposition Transcript of Brett Hughett at 60:22-61:4, attached hereto as "**Exhibit K**"). The NAA lease includes sections for the various industry-standard fees including the three fees that Plaintiffs take issue with in this case. (Murovitz Report at ¶ 33). These fees include, first, an industry-standard administrative fee that is not required to be paid before move in day and after a tenant has been approved and signed a lease agreement. *Id.* It covers the cost of generating the lease document and preparing that legal form, and also for minor maintenance requests during the lease term. (Hawthorne Transcript at 107:11-15, 107:24-25). Second, the industry-standard move-out fee that covers the cost to turn and re-market a unit. (Murovitz Report at ¶ 33). It is part of the NAA lease which Cardinal uses at its communities. (Gebhardt Transcript at 138:14-25). If a tenant moves out early the fee covers that costs associated with that early lease break including repairs and marketing the unit. *Id.* Third, a $2 per month industry-standard pest-control fee that is a tenant chargeback to recover the costs of providing pest services. (Murovitz Report at ¶ 33). It is common for properties such as the one at issue to have routine pest control fees and comparable properties in the area charged similar fees. (Gebhardt Transcript at 128:6-12). Plaintiffs have not cited to any legal authority that these fees are illegal – and thus none of the potential class members could have been harmed by payment of the fees.

C. Plaintiffs' Own Expert Testified That The Alleged Issues At the Property Would Impact Every Tenant Differently.

Plaintiffs' own expert says he was hired only to focus on liability and not damages yet he testified that he "hadn't focused on" the issue of class certification. (*See* Deposition Testimony of Steven Epcar at 161:5-12, attached hereto as "**Exhibit L**"). Epcar also opined that the issues in this case, including the chillers, elevators, boilers and other items would impact tenants differently. (Epcar Transcript at 162:1-11, 164:13-17, 167:1-5). For example, the length of time it took to fix each condition would be different for every tenant. (Epcar Transcript at 164:23-25). Tenants would be impacted differently based on many factors, including what floor they live on, or what physical conditions they have. (Epcar Transcript at 165:1-9). Or that elevators needed repairs at different times. (Epcar Transcript at 165:18-23). Temperatures would also vary by floor and the impact of those temperatures would vary for individuals tenants. (Epcar Transcript at 168:16-23). The amount of damages for every tenant would be different, even within a range. (Epcar Transcript 174:10-18). The damages for every tenant would be an individual undertaking. *Id.* For this reason alone, class certification should be denied.

II. LEGAL ARGUMENT

A. Plaintiffs' Motion Fails to Show That This Case is Appropriate for Class Certification.

"In determining whether an action is appropriate for class certification, a trial court must ascertain whether the claims actually meet the preconditions of C.R.C.P. 23(a): numerosity, commonality, typicality and adequacy of representation. If these conditions are met, the trial court may then consider granting certification where it 'finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication

of the controversy.'" *Jackson v. UNOCAL Corp.*, 262 P.3d 874, 880 (2011). The Court must make a rigorous analysis of whether each of the C.R.C.P. 23 requirements are satisfied. *Id.* at 882. So long as the trial court rigorously analyzes the evidence, it retains discretion to find to its satisfaction whether the evidence supports each C.R.C.P. 23 requirement. *Id.* at 884. This includes expert testimony. *Id*. at 885. A trial court may consider factual and legal issues that overlap with the merits to the extent necessary to satisfy itself that the requirements of C.R.C.P. 23 have been met. *Id.*

B. Plaintiffs Fail to Define a Class.

Although not specifically mentioned in C.R.C.P. 23(a), the definition of the class is an essential prerequisite to maintaining a class action. *Jackson*, 262 P.3d at 887. Prior to consideration of the criteria established by Rule 23, the Court must determine whether a class exists, and is capable of legal definition. *Id*. A court must determine whether the proposed class definition specifies a particular group that was harmed during a particular time frame and facilitates a court's ability to ascertain the class's membership in some objective manner. *Id*., citing *Bentley v. Honeywell Int'l, Inc.*, 223 F.R.D. 471, 477 (S.D. Ohio 2004); *also citing Cook v. Rockwell Int'l Corp.*, 151 F.R.D. 378, 382 (D.Colo.1993) (requiring a proposed class definition that is sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member of the class). None of the three classes proposed in Plaintiffs' Motion meet this standard.

1. The Warranty of Habitability Claims Cannot Be Sufficiently Defined.

As set forth above, the only potential breach of Warranty of Habitability claim is the lack of hot water caused by the gas line break to residents of Building Nine for approximately one week in July 2021. Cardinal immediately worked to repair the issue and offered all of the affected

residents a rental abatement to compensate affected residents and there is no evidence of money damages. Therefore, there is no way for the Court to define in any objective manner a class of persons allegedly harmed by any breach of the Warranty of Habitability.

2. The Breach of Contract Claims Also Cannot be Sufficiently Defined.

The breach of contract claims are also insufficiently defined for purposes of certifying the MUI Class. First, the named Plaintiffs have no money or other tangible damages as a result of the alleged maintenance issues. Second, it would be virtually impossible for this Court to determine which residents were affected by which alleged issues at the Property at any given time and that also had money or other tangible damages. Plaintiffs' own expert confirmed that this would be an individualized inquiry that defeats class certification.

3. The Fee Related Claims Cannot be Sufficiently Defined.

A class of persons who were specifically and demonstrably harmed by any of the three fees at issue cannot be defined or objectively determined. Relative to the administrative fee, Plaintiffs have not even shown that the fee is illegal for purposes of arguing that any person could have been harmed by payment of that fee. A proposed class definition that rests on the paramount liability question cannot be objective, nor can the class members be presently ascertained; when the class definition is framed as a legal conclusion, the trial court has no way of ascertaining whether a given person is a member of the class until a determination of ultimate liability as to that person is made. *LaBerenz v. American Family Mutual Insurance Co.*, 181 P.3d 328, 335-36 (2007). Plaintiffs have also not established which tenants, if any, were harmed by the payment of the "move-out fee." Simply identifying who paid the fee is insufficient. Plaintiffs have not proved that the fee is an illegal penalty as opposed to what all of the testimony states – that it is an industry standard fee. Plaintiffs have not set forth a way of showing which tenants, if any, involuntarily

agreed to the move-out fee provision in the lease or who involuntarily remained at the Property because he/she did not want to pay the move-out fee. Third, there is no way to define a class of tenants allegedly harmed by the standard, and legal, pest-control fee. Defining such a class would require an objective way of determining which of thousands of tenants involuntarily paid the fee, that the services were allegedly not provided to that resident and/or that pests actually existed in any individual unit and was the result of any action or inaction on the part of Cardinal.

Plaintiffs also seek to include in the Cardinal Administrative Fee and Cardinal Move-Out Fee Classes all persons who lived at any Cardinal-managed property in Colorado (beyond just the Property) and paid the administrative and/or move-out fees. Plaintiffs seek this enlarged class without any fact-finding or standing by way of a class plaintiff who actually resided at a Cardinal-managed property in Colorado other than the one at issue in this case. The Second Amended Class Action Complaint does not include a copy of a lease from any other Cardinal-managed property and, hence, does not show that those other leases contained any of the disputed fee provisions. It also does not allege (through any resident with standing to assert such claims) that any tenant at those other properties actually dispute the fees or were allegedly harmed by same. A class of tenants at other Cardinal-managed properties further cannot be definitively established as all of those other properties had owners other than Glendale/Mapletree with different management agreements defining which entity was responsible for approval of the various fees or who profited by them. Cardinal also managed all of these many other properties at during different time periods and with different owners at each. The simple fact that an individual lived at a certain property most certainly does not mean that the lease included any of the disputed fees, that the fees are somehow illegal, that a particular resident paid one or more of any of the fees, that the fees were identical at any property, that Cardinal was the entity who decided the amount of the fee, charged

or collected the fee and/or profited from same. Defining such a class with not even the reference of a plaintiff with standing and specific damages at a particular property is not possible. This lack of ability to define a class of persons harmed by payment of any of the disputed fees requires denial of the fee related claims and, therefore, denial of certification of the "MUI Class," the Cardinal Administrative Fee Class and the Cardinal Move Out Fee Class.

C. Plaintiffs Fail to Meet All of the Requirements for Certifying a Class Under C.R.C.P. 23(a)(1)-(4)

1. Plaintiffs Cannot Establish That the Size of Any of the Proposed Classes Is Sufficiently Numerous.

The actual size of the defined class is a significant factor in such determination, and mere speculation as to size is insufficient. *Kniffin v. Colorado Western Development Co.*, 622 P.2d 586, 592 (1980). Numerosity cannot be established where the Plaintiffs cannot establish that all members of the proposed class were injured and, therefore, cannot state a cognizable claim for damages. *Id*. If not every proposed member has been damaged, it is impossible to determine objectively which and how many individuals should be included in the class. *Id*. To be members of a class, individuals must have been injured or suffered damage. *LaBerenz*, 181 P.3d at 336. Further, asserting a claim for declaratory relief does not mean that plaintiffs do not have to establish that putative class members were damaged. *Id*. Where damages are absent, there are not cognizable causes of action. *Id*. Further, it is impossible to define a class of tenants here who were harmed by any of the alleged warranty of habitability violations, breach of contract allegations or fee-related claims for reasons because doing so would require individualized inquiries.

2. Plaintiffs Do Not Show Common Questions of Law and Fact.

The potential breach of Warranty of Habitability claims and various maintenance issues asserted in support of the breach of contract claims are not applicable to all tenants. The fact that an individual lived at the Property does not equate to that resident having experienced, or been damaged by, any of the asserted issues. This is especially true for persons who lived at other Cardinal-managed properties in Colorado.

3. Plaintiffs Cannot Show That the Issues Allegedly Affecting the Named Plaintiffs Are Typical of All of the Potential Class Members, Especially Where The Named Plaintiffs Have No Specific Damages.

If a would-be representative of class brings into controversy considerations unique to that individual, which may be conclusive as well, such plaintiff is not "typical" and cannot be certified as class representative. *Robinson v. Lynmar Racquet Club, Inc.*, 851 P.2d 274 (1993). The issues affecting an individual tenant as well as the effect of Cardinal's response to any issue for purposes of causation of damages and damages themselves necessarily varies by tenant. This is made even more impossible by the fact that the tenants themselves were the cause of many of the issues such as breaking the doors and locks, not properly disposing of their trash and vandalizing the Property generally. Certainly, a tenant who broke the lock for the sake of his/her convenience should not be a member of a class seeking damages for alleged insecure common areas. There is simply no way of reasonably arguing that the issues allegedly affecting the named Plaintiffs are typical of any other resident of MUI, much less all of them and/or to the same extent.

4. The Named Plaintiffs Do Not Fairly and Adequately Protect the Interests of the Class.

To satisfy the adequacy requirement for class certification, plaintiffs must show that named plaintiffs will fairly and adequately protect the interests of the class, and, to this end, named plaintiffs must have no conflicting interests with the class they seek to represent, and the plaintiffs

must be represented by competent counsel. *See Reyher v. State Farm Mut. Auto. Ins. Co*., 230 P.3d 1244 (2009); *also see Associated Master Barbers of America, Local No. 115 v. Journeyman Barbers, Hairdressers, Cosmetologists and Proprietors Intern. Union of America, Local No. 205,* 132 Colo. 52, 55-56 (1955). In this case, it is not possible to determine whether named Plaintiffs are adequate representatives of the class because no one individual tenant was affected in similar ways by the alleged conditions at the Property.

D. Plaintiffs Also Do Not Satisfy Any of the Subsections of Rule 23(b)

1. Plaintiffs Are Seeking Primarily Money Damages and Certification Under 23(b)(2) is, Therefore, Not Appropriate.

Rule 23(b)(2) certification "is appropriate for classes seeking predominantly injunctive or declaratory relief." *State v. Buckley Powder Co.*, 945 P.2d 841, 845 (Colo. 1997). But, certification is not prohibited where damages are sought in addition to injunctive and declaratory relief, so long as the damages are incidental to the other relief sought. *Id.* Even so, C.R.C.P. 23(b)(2) certification is not appropriate in cases where the final relief relates exclusively or predominantly to money damages. *Id.* It is not entirely clear from Plaintiffs' Motion what injunctive relief they seek, beyond the statement of: "Declarations that conditions breached the warranty of habitability, that Defendants acted absent customary diligence, and that the Challenged Fees were unlawful, plus an injunction barring the collection of unlawful sums, would benefit every MUI Class Member." In essence, Plaintiffs are seeking an injunctive relief class using no objective criteria, without establishing any liability on the part of Cardinal and without regard to the fact that every tenant's experience, and alleged damages, would be different. Moreover, Plaintiffs' Motion states that the "primary relief sought" is monetary damages and that the focus should be on 23(b)(3) and not 23(b)(2).

2. Plaintiffs Fail to Satisfy the Requirements of Rule 23(b)(3)(A)-(D).

C.R.C.P. 23(b)(3) requires a petitioning party to demonstrate that common questions of law or fact predominate over any questions affecting only individual members and a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The focus for the trial court for purposes of the predominance requirement is whether the proof at trial will be predominantly common to the class or primarily individualized. *Patterson v. BP America Production Co.,* 240 P.3d 456, 462 (2010). As is set forth in detail above, alleged harm to the members of the proposed classes is primarily an individualized inquiry. Specifically, whether a particular tenant was harmed by Cardinal's third party management of the Property by way of alleged breach of the Warranty of Habitability, breach of the lease or by the disputed fees.

a. Per Rule 23(b)(3)(A), Other Tenants May Want to Control the Prosecution of Separate Actions.

Plaintiffs fail to show that a class action is superior to other available methods for the fair and efficient adjudication of this controversy because of the individuality of determination of alleged causation and harm in this case. It is not possible for the class to represent damages of all tenants, especially those tenants who may actually have money damages, as opposed to the named Plaintiffs in this case. Those individuals may want to control the prosecution of their own actions for money damages.

b. Per 23(b)(3)(B), Other Members of the Potential Classes May Have Initiated Their Own Litigation.

Although individual tenants may not have filed separate litigation of the scale proposed in this case, many have worked with Cardinal previously regarding reimbursement of maintenance related costs, been offered rental concessions or the option to break their lease early, been moved to different apartments due to specific conditions and/or had their security deposits returned or

adjusted. If a class is certified in this case, the Court will necessarily need to look at the ledger of every single tenant to determine these specific amounts – an enormous undertaking.

c. Per Rule 23(b)(3)(C), It is Not Desirable to Concentrate the Litigation of This Case in This Forum.

Plaintiffs are essentially asking this Court to handle the litigation of tens of thousands of present or former tenants all over the United States who resided in a property managed by Cardinal in the State of Colorado. Further, they seek to have this Court analyze the alleged damages of thousands of tenants based on an incredible number of factors for each tenants. Just a few of these factors include causation of harm as a result of the elevators, underground gas leak, trash in the hallways, asphalt in the parking lot, broken exterior doors, pools not open for the summer, lack of air conditioning and whether or not otherwise legal fees were paid voluntarily, or were paid at all, and that many of the potential class members may owe to Cardinal for damages they caused to the Property, have rent in arrears or never actually paid the disputed fees. The proportions of the class action proposed by Plaintiffs' Motion is massive and no time, effort or resources will be saved by certifying this class.

d. Per Rule 23(b)(3)(D), Management of the Proposed Class Will be Extremely Difficult.

The management of a class action with the myriad issues alleged by Plaintiffs, along with their inability to show causation or actual money damages, will be much more difficult than the handling of the few cases likely to be filed by individual tenants. A fact that Plaintiffs' Motion completely ignores is that there are no tenants identified who actually moved out of the Property due to the alleged issues or who have any costs that Cardinal failed to reimburse upon request. The likelihood of any tenant taking the next step of filing a lawsuit, therefore, is minimal. For that reason, a class action is not the superior choice and would be extremely difficult to manage.

III. CONCLUSION

Plaintiffs' Motion fails to satisfy the requirements of C.R.C.P. 23(a) or (b), and, for all of the above reasons, must be DENIED.

Dated: January 5, 2023

Respectfully submitted,

The original of this pleading is on file at the offices of Winget, Spadafora & Schwartzberg, LLP,

/s/Derek C. Anderson

Derek C. Anderson, Esq., No. 37727
Jennifer R. O'Shea, Esq., *Admitted pro hac vice*
Winget, Spadafora & Schwartzberg, LLP
2440 Junction Place, Suite 102
Boulder, CO 80301
T: (720) 699-1800
F: (720) 699-1801
Email: anderson.d@wssllp.com
E-mail: oshea.j@wssllp.com
Attorneys for Defendant Cardinal Group Management & Advisory, LLC d/b/a Cardinal Group Management

CERTIFICATE OF SERVICE

I, Amber R. Daniel, certify that on this 5th day of January, 2023, the foregoing *Defendant Cardinal Group Management & Advisory, LLC d/b/a Cardinal Group Management's Corrected Opposition to Plaintiffs' Amended Motion for Class Certification* was electronically served via ICCES on all parties who have entered an appearance in this matter.

/s/Amber R. Daniel
Amber R. Daniel

Jason Legg, Esq.
Cadiz Law, LLC
501 S. Cherry Street, Suite 1100
Denver CO 80246
T: 720-330-2800
Email: jason@cadizlawfirm.com
Attorney for Plaintiffs

Steven L. Woodrow, Esq.
Woodrow & Peluso, LLC
3900 East Mexico Avenue, Suite 300
Denver, CO 80210
T: 720-213-0675
Email: swoodrow@woodrowpeluso.com
Attorney for Plaintiffs

Melissa J. Hessler, Esq.
NELSON LAW FIRM, LLC
1740 N. High Street
Denver, Colorado 80218
T: 303-861-0750
Email: melissa@nelsonlawfirm.net
Attorney for Defendants Glendale Properties I, LLC d/b/a Mint Urban Infinity and Glendale Properties II, LLC d/b/a Mint Urban Infinity