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<tr><td>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO
1437 Bannock Street
Denver, Colorado 80202</td><td rowspan="2">▲COURT USE ONLY▲</td></tr>
<tr><td>STATE OF COLORADO, ex rel. PHILIP J. WEISER, ATTORNEY GENERAL; MARTHA FULFORD, ADMINISTRATOR, UNIFORM CONSUMER CREDIT CODE;

Plaintiffs,

v.

DOMUSO, INC.

Defendant.</td></tr>
<tr><td>For the Attorney General:

PHILIP J. WEISER, Attorney General
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Div.:</td></tr>
<tr><td colspan="2">COMPLAINT</td></tr>
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Plaintiffs, the State of Colorado, upon relation of Philip J. Weiser, Attorney General for the State of Colorado and Martha Fulford, Administrator, Uniform Consumer Credit Code, allege as follows:

I. Introduction

1. Defendant Domuso, Inc. ("Domuso") operates a digital payment platform used by multi-family residential properties and their tenants to process rent payments and related communications. Domuso markets and provides a "Domuso Certified Funds" product through which it guarantees payments to properties, immediately remits funds, and assumes chargeback/return risk.

2. Domuso routinely imposes percentage fees on tenants who pay rent by credit or debit card—most recently 3.25% of the rent payment—while labeling the fees as "platform," "per occurrence," or "Certified Funds" fees.

3. Paying rent is considered a lease transaction under § 5-2-212, C.R.S. By charging tenants an additional amount at the time of the lease transaction that increases the charge to the consumer for the privilege of using of a credit or charge card, Domuso imposes an unlawful surcharge under Colorado law. See § 5-2-212, C.R.S.

II. Parties

4. Philip J. Weiser is the Attorney General of the State of Colorado and is authorized under section 6-1-103, C.R.S. to enforce the CCPA.

5. The Administrator is the duly appointed Administrator of the Uniform Consumer Credit Code ("the UCCC"). She is authorized under section 5-6-104(1)(a), C.R.S. to enforce the UCCC.

6. Defendant Domuso, Inc. ("Domuso") is a foreign corporation organized under the laws of Delaware with its principal place of business located at 11726 San Vicente Blvd Ste 500, Los Angeles, CA 90049.

III. Jurisdiction and Venue

7. This Court has personal jurisdiction over Domuso because Domuso has conducted business in Colorado, purposefully availed itself of the privileges of doing business in Colorado, and engaged in the practices described herein affecting Colorado consumers. *See* §§ 5-6-112; 5-6-114, C.R.S.; and Colo. Const. art. VI, § 9.

8. The violations alleged herein were committed, in part, in the City and County of Denver, Colorado. Venue is therefore proper in the County of Denver pursuant to C.R.C.P. 98 and section 6-1-103, C.R.S.

VI. Factual Allegations

Domuso's Business and Certified Funds Model

9. Domuso provides software to properties and tenants in the multi-family apartment industry, including portals to pay rent digitally, submit maintenance requests, communicate with property staff, and participate in loyalty programs.

10. Domuso markets its platform to properties as a way to avoid risks to landlords historically associated with accepting card and ACH payments, such as chargebacks and ACH returns. Domuso's "Certified Funds" product addresses these concerns by immediately paying properties and guaranteeing the payment, while Domuso absorbs the risk of chargebacks and returns.

11. Domuso outsources chargeback handling to a vendor (ChargebackGuru).

12. If a tenant misses a payment or prevails in a card dispute, Domuso places the tenant into a "recovery" status, blocking further use of Domuso's platform until the account is brought current. After 30 to 45 days, Domuso sends delinquent amounts to collections.

13. Domuso began "certifying" ACH payments and later expanded certification to credit and debit card payments. To pay rent by either debit or credit cards, tenants must certify the payment (and incur a fee), but for ACH payments, tenants can decide whether to pay with a certified option or not.

14. Before Domuso began offering "certified" card payments, it was already charging percentage-based card payment fees and labeled them as "convenience fees."

15. Domuso derives significant revenue from consumer-paid fees and has grown that revenue by structuring payment environments that rely on card-based payments. Domuso has represented to shareholders that when properties require digital payments and eliminate paper checks, the "average revenue per unit" increases from approximately $1 per unit to approximately $3.50 per unit—an increase of roughly 250%.

Domuso's Percentage Card Fee Operates as a Surcharge

16. Colorado law permits limited surcharges but regulates their nature, amount, and disclosures. A "surcharge" is "any additional amount imposed at the time of the sales or lease transaction … that increases the charge to the buyer or lessee for the privilege of using a credit or charge card." § 5-2-212(1)(b), C.R.S.

17. Domuso's 3.25% card fee is assessed when a tenant uses a credit or debit card to pay rent and increases the amount the tenant must pay because they use a card. This fits the statutory definition of a surcharge.

18. Domuso's Certified Funds Fees often result in large yields as they are a percentage of the rent amount. For example, a 3.25% fee on a $2,000 rent payment yields a $65 fee.

19. Domuso's fee structure confirms that the 3.25% charge is tied to card use: certified ACH payments incur only a $3.99 flat fee, whereas certified card payments incur a percentage charge more than an order of magnitude higher.

20. Domuso pays for the cost of interchange fees to process these cards payments. It does not pay such costs on ACH payments.

21. Domuso has also market-tested multiple percentage pricing levels over time, demonstrating that the 3.25% fee is a discretionary revenue-generating surcharge.

Fee Sharing with Properties

22. Domuso charges low or no fees to properties for its services but derives substantial revenue from the percentage-based card fees it charges to tenants.

23. Domuso's financial incentives are aligned toward maximizing consumer-paid fees rather than reducing costs to tenants. In fact, the volume of these consumer-paid fees is so substantial that on August 1, 2024, Domuso entered into an agreement with at least one large property client to share a portion of the revenue generated from those tenant fees.

24. This revenue-sharing arrangement increases Domuso's and the property's financial benefit when tenants incur percentage-based card fees. As a result, Domuso has a business incentive to promote payment environments in which tenants are more likely to use payment methods that incur percentage fees.

Junk Fees

25. Domuso processes rent payments for numerous residential properties in Colorado and charges certain fees related to the processing of rent and other payments.

26. Colorado law prohibits charging tenants any fee related to the processing of rent when a cost-free method of payment is not reasonably accessible to the tenant.

27. Domuso knew that paper checks would avoid any fee related to the processing of rent but only had a record of 72.8% of its properties using Domuso's software platform to scan paper checks and had no way to know what additional check-payment options were available at its properties.

28. As a result, on information and belief, Domuso charged fees at properties to certain tenants who lacked a reasonably accessible, cost-free method of payment, in violation of the junk fees statute.

VII. Claims For Relief

FIRST CLAIM FOR RELIEF
(Illegal Surcharges – § 5-2-212, C.R.S.)

29. The Administrator incorporates herein by reference all allegations set forth above.

30. Section 5-2-212, C.R.S. prohibits imposing a surcharge greater than 2% and requires compliance with statutory disclosure requirements.

31. Domuso imposed a 3.25% fee on tenants who paid rent by credit or debit card, which constitutes a surcharge under section 5-2-212(1)(b), C.R.S.

32. Domuso did not provide any disclosures.

33. Tenants are consumers under section 5-2-212(3)(b), C.R.S.

34. Accordingly, Domuso did not comply with the statutory requirements to lawfully impose a surcharge.

35. Under sections 5-6-111, 5-6-114, C.R.S., Domuso is liable to the Administrator for all surcharges collected from Colorado consumers.

SECOND CLAIM FOR RELIEF
(Junk Fees – § 6-1-737, C.R.S.)

36. The Attorney General incorporates herein by reference all allegations set forth above.

37. Section 6-1-737(4)(d), C.R.S. provides that a landlord or the landlord's agent "shall not require a tenant to pay a fee, charge, or amount … [r]elated to the processing of rent or other payments if a means of payment that is cost-free to the tenant is not reasonably accessible to by the tenant."

38. Domuso charged tenants fees related to the processing of rent while failing to ensure that a cost-free and reasonably accessible payment method was available to all Colorado tenants, thereby violating section 6-1-737(4)(d), C.R.S.

VII. Relief Requested

WHEREFORE, the Plaintiffs pray for judgment against Domuso and the following relief:

A. An order permanently enjoining Domuso, and its officers, directors, agents, servants, employees, attorneys, heirs, successors, and assigns, from committing any of the practices, acts, conduct, transactions, or violations described above, or otherwise violating the UCCC or section 6-1-737, C.R.S. (junk-fees statute), together with all such other relief as may be required to completely compensate or restore to their original position all consumers injured or prevent unjust enrichment of any person, by reason or through the use or employment of such practices, acts, conduct, or violations, or as may otherwise be appropriate, including, without limitation, requiring Domuso to disgorge to the Administrator or make restitution to consumers of all amounts charged, assessed, collected, or received in violation of the UCCC or the junk-fees statute;

B. An order requiring Domuso to refund excess charges to every consumer credit transaction as may be determined at trial or otherwise in which a consumer was charged an excess charge in violation of the UCCC;

C. An order requiring Domuso to ensure that every Colorado property it services provides tenants with a cost-free and reasonably accessible method of payment before charging any fee related to the processing of rent;

D. An order requiring Domuso to pay a civil penalty determined by the Court up to ten times for every consumer credit transaction as may be determined at trial or otherwise in which a consumer was charged an excess charge;

E. An order requiring Domuso to pay the Administrator a civil penalty as set forth by section 5-6-114, C.R.S.;

F. An order requiring Domuso to pay the costs and expenses of this action;

G. That the Court adopt the Stipulated Consent Judgment, which is being filed simultaneously herewith, as an Order of the Court.

H. Any such further orders as the Court may deem just and proper.

DATED: July 29, 2026

Philip J. Weiser
Attorney General

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