

FILED
U.S. DISTRICT COURT
DISTRICT OF COLORADO

IN THE UNITED STATES DISTRICT COURT 2021 OCT -1 PM 5: 00
FOR THE DISTRICT OF COLORADO

JEFFREY P. COLWELL
CLERK

BY _____ DEP. CLK

Civil Action No. _____
(To be supplied by the court)

CARMEN CRINER, Plaintiff

v.

PPF AMLI 10020 TRAINSTATION CIRCLE LLC d/b/a AMLI RIDGEGATE,
AML RESIDENTIAL PROPERTIES, L.P. d/b/a AMLI RESIDENTIAL

BEN LEE
MONIQUE CLEAR,

STEPHANIE G-LUWCZEWSKI
GREGORY MUTZ,

_____, Defendant(s).

(List each named defendant on a separate line. If you cannot fit the names of all defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names of the defendants listed in the above caption must be identical to those contained in Section B. Do not include addresses here.)

COMPLAINT

NOTICE

Federal Rule of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should not contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include only: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Plaintiff need not send exhibits, affidavits, grievances, witness statements, or any other materials to the Clerk's Office with this complaint.

A. PLAINTIFF INFORMATION

You must notify the court of any changes to your address where case-related papers may be served by filing a notice of change of address. Failure to keep a current address on file with the court may result in dismissal of your case.

CARMEN CRINER 2355 MERCANTILE STREET, APT. 1412
CASTLE ROCK, CO 80109
(Name and complete mailing address)

720-481-4566 crinermarquita@gmail.com
(Telephone number and e-mail address)

B. DEFENDANT(S) INFORMATION

Please list the following information for each defendant listed in the caption of the complaint. If more space is needed, use extra paper to provide the information requested. The additional pages regarding defendants should be labeled "B. DEFENDANT(S) INFORMATION."

Defendant 1: PPF AMLI 10020 TRAINSTATION CIRCLE, LLC d/b/a
AMLI RIDGEGATE 141 W. JACKSON BLVD. #300
(Name and complete mailing address) CHICAGO, IL 60604

312-283-4700
(Telephone number and e-mail address if known)

Defendant 2: AMLI RESIDENTIAL PROPERTIES, L.P. 7535 E. HAMPDEN AVE.
d/b/a AMLI RESIDENTIAL SUITE 675
(Name and complete mailing address) DENVER, CO 80231

303-225-2800
(Telephone number and e-mail address if known) AMLI RIDGEGATE

Defendant 3: BEN LEE 10020 TRAINSTATION CIRCLE
LONE TREE, CO 80124
(Name and complete mailing address)

855-595-6678 ridgegate@amli.com
(Telephone number and e-mail address if known) AMLI RIDGEGATE

Defendant 4: MONIQUE CLEAR 10020 TRAINSTATION CIRCLE
LONE TREE, CO 80124
(Name and complete mailing address)

855-595-6678 ridgegate@amli.com
(Telephone number and e-mail address if known)

B. DEFENDANT(S) INFORMATION

Please list the following information for each defendant listed in the caption of the complaint. If more space is needed, use extra paper to provide the information requested. The additional pages regarding defendants should be labeled "B. DEFENDANT(S) INFORMATION."

Defendant ~~5~~: STEPHANIE GLOWCZEWSKI AMLI RESIDENTIAL
 (Name and complete mailing address) 7535 E. HAMPTON AVE.
SUITE 675
DENVER CO, 80231
303-225-2800 sglowczewski@amli.com
 (Telephone number and e-mail address if known)

Defendant ~~6~~: GREGORY MUTZ AMLI RESIDENTIAL
 (Name and complete mailing address) 141 W. JACKSON BLDG. # 300
CHICAGO, IL 60604
312-283-4700
 (Telephone number and e-mail address if known)

Defendant ~~7~~: _____
 (Name and complete mailing address)

 (Telephone number and e-mail address if known)

Defendant ~~8~~: _____
 (Name and complete mailing address)

 (Telephone number and e-mail address if known)

C. JURISDICTION

Identify the statutory authority that allows the court to consider your claim(s): (check one)



Federal question pursuant to 28 U.S.C. § 1331 (claims arising under the Constitution, laws, or treaties of the United States)

List the specific federal statute, treaty, and/or provision(s) of the United States Constitution that are at issue in this case.

42 U.S.C. § 3604(f)(3)(b), 42 U.S.C. 3604(a), 42 U.S.C. § 3604(b),

42 U.S.C. § 3612, 42 U.S.C. § 1981, also pendent jurisdiction of the state law claims.



Diversity of citizenship pursuant to 28 U.S.C. § 1332 (a matter between individual or corporate citizens of different states and the amount in controversy exceeds \$75,000)

Plaintiff is a citizen of the State of _____.

If Defendant 1 is an individual, Defendant 1 is a citizen of _____.

If Defendant 1 is a corporation,

Defendant 1 is incorporated under the laws of _____ (name of state or foreign nation).

Defendant 1 has its principal place of business in _____ (name of state or foreign nation).

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

D. STATEMENT OF CLAIM(S)

State clearly and concisely every claim that you are asserting in this action. For each claim, specify the right that allegedly has been violated and state all facts that support your claim, including the date(s) on which the incident(s) occurred, the name(s) of the specific person(s) involved in each claim, and the specific facts that show how each person was involved in each claim. You do not need to cite specific legal cases to support your claim(s). If additional space is needed to describe any claim or to assert additional claims, use extra paper to continue that claim or to assert the additional claim(s). Please indicate that additional paper is attached and label the additional pages regarding the statement of claims as "D. STATEMENT OF CLAIMS."

CLAIM ONE: _____

Supporting facts:

PLEASE SEE ATTACHED D. STATEMENT OF CLAIMS COMPLAINT

CLAIM TWO: _____

Supporting facts:

PLEASE SEE ATTACHED D. STATEMENT OF CLAIMS
COMPLAINT

D. STATEMENT OF CLAIMS
CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. _____

CARMEN CRINER

Plaintiff,

v.

PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE,
AML RESIDENTIAL PROPERTIES, L.P. d/b/a AML RESIDENTIAL, a corporation,
BEN LEE, individual,
MONIQUE CLEAR, individual,
STEPHANIE GLOWCZEWSKI, individual,
GREGORY MUTZ, individual,

Defendants.

COMPLAINT

JURISDICTION

Plaintiff CARMEN CRINER ("Plaintiff", "I", "Me") is asserting claims for a Federal question pursuant to 28 U.S.C. § 1331, claims arising under the Fair Housing Act, 42 U.S.C. § 3604 et seq., 42 U.S.C. § 3617, 42 U.S.C. § 1981, also pendant jurisdiction of the state law claims. Defendants PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, AML RESIDENTIAL PROPERTIES, L.P. d/b/a AML RESIDENTIAL, a corporation, BEN LEE, individual, MONIQUE CLEAR, individual, STEPHANIE GLOWCZEWSKI, individual, GREGORY MUTZ, individual, ("Defendants"), committed discriminatory housing practices against Plaintiff, on the basis of her race (African American) or color (Black) and other protected classes, in violation of the Fair Housing Act ("Act"), 42 U.S.C. § 3604 et seq., and other protected classes.

FACTUAL ALLEGATIONS

I am a person with a "handicap" as defined in the Fair Housing Act, 42 U.S.C. § 3602 (h). My chronic neurological disorder, cervical and lumbar spine disease, and musculoskeletal disorders are impairments that substantially limit one or more major life activities. I have asthma and compromised respiratory issues when exposed to cigarette smoke, secondhand smoke, and marijuana smoke. I have needed hospital evaluation and treatment for severe symptoms following cigarette smoke.

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

FACTUAL BACKGROUND

1. I signed a one-year rental lease agreement on June 5, 2021, with AMLI Ridgeway apartment homes located at 10020 Trainstation Circle, Lone Tree, CO 80124. My monthly rent was \$1441.00. The property houses several tenants who all dwell inside one single building.
2. AMLI Ridgeway advertises on their website and promotes the following statements:
AMLI Ridgeway Breatheasy smoke free environment.
AMLI proudly offers common areas that are 100% smoke free, fostering a healthier living environment.
3. AMLI Ridgeway does not advertise or state anywhere that the property is a smoking building and cigarettes and marijuana are permitted to be smoked by residents inside the homes.
4. AMLI Ridgeway is knowingly, falsely advertising, implying, and deliberately uploading and providing false information to third-party websites stating their property is a smoke-free community. This information is being advertised on resources, including but not limited to, Forrent.com, Apartment Guide and Apartments.com.
5. Prior to signing my rental lease agreement, I toured the property with Monique Clear, Assistant Manager. I told Ms. Clear I am disabled and excited to start a new job and make AMLI Ridgeway my home. Ms. Clear gave me a tour of the property. At no time did Ms. Clear inform me that AMLI Ridgeway is an indoor and outdoor smoking community. I also remember touring said property in or about October of 2018, and I distinctly remember there was no mention of the community being a smoking community. At that time, I decided to reside at a brand new community.
6. I relied on AMLI Ridgeway's "Breatheasy smoke-free environment" advertisement located on their website, as well as referencing the online apartment resources that AMLI Ridgeway manages. I donated most of my furniture and planned on buying new things once I became settled in my new apartment home at AMLI Ridgeway.
7. On June 5, 2021, I moved into AMLI Ridgeway apartment home. Within the first few weeks I submitted work orders through the maintenance web portal. There was an unusual odor inside my dwelling and I blamed it on the wear and tear of my bedroom carpet or possibly damage from a past pet. I asked if it was possible to have the carpet replaced. I also submitted a work order to have the HVAC filter replaced hoping that would eliminate the unknown stale odor.
8. From the time I moved into my apartment I started suffering with respiratory problems and was blaming it on the carpet. I could not figure out why I continuously had shortness of breath inside my apartment home. Many times I awakened in the middle of the night wheezing and not able to breathe properly. I began to stay away from my apartment and avoid going inside. I would frequently leave just to avoid the respiratory problems that seemed to only happen when I was inside my home. I became fearful of returning to my apartment because I knew something inside was making me sick. I was afraid to go to sleep at night because that is when I would awaken the most with shortness of breath and wheezing.

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9. On June 28, 2021, I informed Ben Lee, Property Manager that my new job fell through due to my disability. I did not need to disclose this information but I wanted to be transparent with the property manager. I told Mr. Lee that Catholic Charities would be assisting me with rent payments while I find another job that fits my disability needs. I also informed Ms. Clear, Assistant Manager that I would be needing a surgical procedure before returning to work. I suffer chronic musculoskeletal pain and weakness in my spine and legs. I need 6 weeks healing time for a cervical spine procedure and follow-up physical therapy. After the procedure, I will be able to function better with my disability.
10. Over the course of several weeks, I did not understand why my breathing was off and my asthma was being triggered and worsened while residing in my apartment until I realized that people were smoking inside the building within the hallways and the parking lot. Because of this, I have needed to use my rescue inhaler 2 & 3 times a day if I remain in my apartment. Prior to moving to said property I used my rescue inhaler on average 3 times a year, or occasionally if exposed to smoke, which I always avoid.
11. On or about July 14, 2021, I noticed people were smoking on their balconies. I contacted AMLI Ridgeway leasing office to make a report. I also reported smelling cigarettes and marijuana. I was then informed by a leasing consultant named AnnaMarie and shocked to find out the property is a smoking building.
12. There is not any disclosure or any notifications anywhere specifying the property is a smoking building and community. There are no signs posted anywhere that it is a smoking property.
13. That evening Ben Lee, Property Manager, telephoned me and said the only smoke free areas are in the common areas. I told Mr. Lee the common areas are not a living environment as stated on your website and the advertisement is a misrepresentation. I told Mr. Lee it is not right to advertise the property as being 100% smoke free or a "smoke-free environment". I also told him that third-party websites such as Forrent.com, ApartmentGuide.com and Apartments.com list AMLI Ridgeway of being a smoke free community, and many people including myself, utilize these sites for pertinent property information.
14. I relied on these advertisements including AMLI Ridgeway's to make my decision to lease an apartment home.
15. Mr. Lee said he would try and do better (he was referring to the third-party websites online apartment resources). Mr. Lee and AMLI Ridgeway are responsible for the information listed on the third-party websites. Mr. Lee and AMLI Ridgeway are a member of these online apartment resources and they are the managers who have the authority to list their property and upload the information about the community.
16. Defendants are registered with places like Rent Path who owns ApartmentGuide.com and a representative who works for the company told me that the owner of multifamily housing (such as AMLI Ridgeway) and its agents are the only ones who can control the information placed on third-party websites such as ApartmentGuide.com.
17. Defendants have intentionally and recklessly engaged in falsely advertising a smoke-free community.

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18. Mr. Lee told me AMLI Ridgigate is trying to make the property smoke free but he does not know when this will happen. Mr. Lee also said to me, he believes the property would have to wait until every tenants lease is completed before changing the property to an actual smoke free community. Mr. Lee is telling the residents who are complaining of smelling cigarette smoke and marijuana the same thing. This smoke-free/smoking information was not told to me prior to signing a rental lease; or at any time during my property tour or during AMLI Ridgigate's recorded conversations.
19. AMLI Ridgigate permits its residents to bring marijuana plants onto the property and residents are permitted to grow and smoke marijuana in their homes as well as the common areas. This information is intentionally omitted in any online advertisements and the rental lease agreement.
20. I have witnesses who are residents that have stated they have been told by AMLI Ridgigate that the property is a smoke-free community, and after they move in they are finding out the property is a smoking community.
21. Mr. Lee has intentionally mislead me and the residents about AMLI Ridgigate's smoking fact, with the intentions of generating a higher occupancy rate. Mr. Lee is also telling the smoking residents there is a "grandfather clause" when the building was first bought (in or about 2014) and it will remain a smoking building and residents can smoke inside their apartment homes.
22. When Mr. Lee is confronted by the non-smoking residents who complain about the property not actually being 100% smoke free, Mr. Lee tells them to buy Zep sprays and cleaning solutions to get rid of any cigarettes, cigars, marijuana and smoke related odors.
23. Mr. Lee states AMLI Ridgigate is "trying to make it a smoke free community" in about a year but does not have a timeline. Mr. Lee and AMLI Ridgigate have been engaging in this deceptive business practices for at least three years or longer according to my witnesses.
24. AMLI Ridgigate is putting profits before people, and falsely advertising to make people believe it is a non-smoking environment, and also to make smokers believe it is a smoking community. This deceptive business practice generates a higher revenue for AMLI Ridgigate by having more prospective and future residents sign rental leases. There is no legal or constitutional right to smoke tobacco or marijuana. No smoking policies are not discriminatory and do not violate fair housing regulations.
25. Defendants have violated my protected rights to defend others who are not in a protected class. Defendants are at liberty to change any policies in place but are continuously misleading the public to put their profits above all, including my health and the health of their residents.
26. I asked Mr. Lee if I could transfer to another AMLI property without any penalties, increased rent or added costs. Mr. Lee called me on or about July 16, 2021 and said that I could just leave. Mr. Lee then told me I could transfer on my own to one of their two other properties that were nearby. Mr. Lee said I would also need to apply on my own and pay a \$1500 deposit (which is triple to what I already paid to reside at AMLI Ridgigate). Mr. Lee said I would be responsible for increased market rent. Mr. Lee referred me to AMLI Littleton Village and AMLI Dry Creek and the rent for these properties ranges between \$1844 - \$2285 in monthly rent. I told Mr. Lee this is unfair, and I should not be penalized,

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forced to pay higher rental costs, or given the option to just leave because of AMLI Ridgeway's negligence.

27. I continued to stay away from the property living in and out of my car while seeking a solution in finding a new apartment home.
28. On July 20, 2021, I wrote a letter to Mr. Lee and sent a certified copy to Stephanie Glowczewski, Area Vice President, located in the corporate office. I requested a reasonable accommodations and provided a physician statement from my healthcare provider. My healthcare provider stated that I have a history of asthma and I am being exposed to secondhand cigarette smoke at my current residence which is causing shortness of breath, coughing, wheezing and dizziness. I was needing to wear disposable hospital mask at all times in my apartment. My healthcare provider requested that I be allowed to transfer and vacate. My healthcare provider wrote her letter as a request to transfer to another property and placed in housing so that I would not become homeless.
29. My request was to be transferred to another AMLI property that was 100% smoke-free and habitable. I requested to be placed in the same comparable position meaning top floor unit type, with the same one-year rental rate I paid. (Because of my neurological disability I always need a top floor unit because I cannot tolerate the excessive noise from tenants residing above me). I requested to have my total \$600 deposit and one-year rental lease transferred over to another community with the same rental rate. Mr. Lee telephoned me regarding my accommodations request. I asked Mr. Lee why indoor smoking is kept a secret when the facts need to be shared with residents and the public. Mr. Lee, replied again, "only in the common areas."
30. On July 21, 2021, Mr. Lee verbally denied my reasonable accommodations request to transfer me to another community without any penalty. Mr. Lee became defensive and said he is "not going to give me a top floor unit, he will not negotiate a rental lease and he will not tell people to stop smoking."
31. On or about July 22, 2021, Mr. Lee taped a letter to my door accusing me of not understanding the smoke-free policy. First, this is bad business for a landlord to blame me for their false advertisement and deceptive ways. Mr. Lee stated in this letter that my healthcare provider statement did not confirm that I was disabled as defined by the Fair Housing Act. Mr. Lee stated again that I could transfer to another community on my own and terminate my lease with AMLI Ridgeway. Mr. Lee wrote the names of other AMLI properties as mentioned above and told me to reach out to the communities myself. Mr. Lee is aware that the properties he referred me to are communities that have a substantial rental increase.
32. Mr. Lee said he would try and mitigate the smoke odor, but said they are unable to detect any smoke inside my apartment. I told Mr. Lee that cigarette smoke is coming inside regardless of him not detecting it. I need to open my patio door to air the place out and constantly spray Lysol to help mitigate at least some smoke. Mr. Lee said by opening the patio door and windows I am heightening my symptoms. Mr. Lee told me to keep my windows and doors closed. His lack of understanding and lack of common knowledge of a known fact that cigarette smoke travels through the air ducts, was very stressful and unpleasant to me. I did not even open my bedroom windows at all, but I should be

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- able to open my windows anytime I want fresh air. I was only opening my patio door to air the place out. Mr. Lee knows that residents are smoking indoors and the smoke travels. I do not understand why Mr. Lee would advise me to keep my windows and doors closed and free of incoming fresh air if cigarette smoking is inside the entire building. Mr. Lee's behavior is reckless and dangerous and can substantially cause future injuries to other residents.
33. Mr. Lee asked me where the cigarette smoking was coming from and interrogated me into giving him an answer when I did not know the source at that time. I told Mr. Lee the smoke and nicotine released from cigarettes are entering my dwelling even if he claims they cannot detect it. It is causing a great deal of respiratory problems for me, that I did not have prior to moving to AMLI Ridgeway. I am having difficulty breathing in my own home. I asked one of the AMLI Ridgeway maintenance employees Ronnie, (I do not remember his name), and if he knew who the smokers are around me and he said he did not know because "a lot of residents think the building is smoke-free." This is the exact false representation that AMLI Ridgeway is intentionally creating for the public and myself.
34. I performed my own investigation by walking the hallways and sniffing resident doorways, I realized there were smokers all around me. There is a marijuana odor on every floor too. I called the corporate office and spoke to Stephanie Glowczewski and explained my grievances regarding the smoking. Ms. Glowczewski gave me the impression she was going to look into transferring me to a studio because that is what we discussed and she said she would look into it when she returned from her vacation. During that same telephone conversation, Ms. Glowczewski asked me "what do I do" (she meant for a living). The next time I spoke with Ms. Glowczewski she said she was involved in the correspondence and she will not transfer me. Ms. Glowczewski said this to me only after she was made aware by AMLI Ridgeway of my source of income and that Catholic Charities was assisting me with my monthly rent.
35. On July 26, 2021, I submitted a demand letter and another physician statement to Mr. Lee. My healthcare provider added that I am disabled as defined by the Fair Housing Act. My healthcare provider requested again to Mr. Lee for me to transfer (to another property for housing) so that I can vacate the hazardous premises. I demanded AMLI Ridgeway pay for the costs in transferring me and this included securing another apartment home without me having to reapply or pay a higher deposit and monthly rental amount. I requested to be transferred to a community in Douglas County since my temporary rental assistance with Catholic Charities is based in Douglas County. I also demanded AMLI Ridgeway reimburse the full amount to Catholic Charities for the rent they paid on my behalf. Catholic Charities assisted me with two monthly rent payments to AMLI Ridgeway for an apartment home that I was supposed to reside in. Catholic Charities did not make the two monthly payments intending for me to not fully reside there and sleep in my car. I have not been able to live in my apartment home and use the dwelling for which it was intended.
36. Mr. Lee denied my accommodation requests even before I told him I needed to continue residing in Douglas County. Mr. Lee and Ms. Glowczewski conspired and used my words against me when I informed them later, that I needed to remain in Douglas County for my benefits. Mr. Lee used this reason to deny me after he initially denied my accommodation on July 22, 2021 when he told me he is

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not going to negotiate a rental lease for me or give me a top floor unit, or tell people to stop smoking.

These statements Mr. Lee made to me are on AMLI Ridgeway's recorded telephone line too.

37. Mr. Lee and Ms. Glowczewski deliberately misconstrued and disregarded my healthcare provider's statement of her advising and requesting to AMLI Ridgeway for me to transfer and vacate. The statement was not written for me to rescind my lease and vacate the premises. My healthcare provider requested to have AMLI Ridgeway transfer me because that is what I requested in my accommodations. I informed Mr. Lee and Ms. Glowczewski that I would be placed in homelessness if I just vacate and leave because I do not have anywhere to go at this time. I signed a one-year rental lease with AMLI Ridgeway to make the property my home. My healthcare provider's letter was written to AMLI Ridgeway with a clear meaning to transfer. I informed Mr. Lee and Ms. Glowczewski that I am needing to sleep in my car in the resident parking garage because I am getting sick from incoming cigarette smoke that causes respiratory issues. I cannot vacate my apartment without any place to go. My surgery and medical treatments needed have been interrupted by the smoke hazards and AMLI Ridgeway's failure to inform me of their known smoking facts. I cannot be placed under anesthesia if I am experiencing breathing problems from incoming cigarette smoke.
38. I informed Mr. Lee that I would be pursuing my legal rights if arrangements are not made to relocate me to a habitable dwelling.
39. AMLI Ridgeway has relocated other residents that have complained of cigarette and marijuana smoke related issues. The persons are not in a protected class and I have their names as witnesses. Defendants set a precedent when they found other apartment homes for other people. Defendants refused to transfer me or obtain smoke-free housing for me. Defendants have discriminated against me and violated my rights.
40. Mr. Lee and Ms. Glowczewski wrote emails to me saying my request for a lease rescission was approved and I requested to be transferred. Defendant's counsel sent a formal letter to me titled "Request for lease rescission". Defendants are the ones who wanted me to leave and just go away. I did not appreciate just being sent away and forced to vacate without a place to go. After finding out the property is a smoking community, I knew I could no longer reside there but I did not want to be made homeless by Defendants, or be forced to rent somewhere else with a much higher monthly rental amount due to the soaring housing market.
41. On July 28, 2021, Mr. Lee and a contractor came into my apartment to inspect. Mr. Lee told me again, they did not detect cigarette smoke. I did not accept or believe his statement and it is awful how Mr. Lee would not have any regards for me or any individual who is pleading about respiratory symptoms due to incoming cigarette smoke. I told Mr. Lee his statement is false and smoke is indeed coming through the vents. On the same day, another contractor came to clean my air vent ducts. The contractor was concerned that my air filter was dirty and had paint chips stuck to it. During our telephone conversation, I told Mr. Lee the contractor was reluctant to replace the dirty filter back into my air duct. Mr. Lee told me to just wait; and he never had my filter replaced. Later that evening around 6:30pm another contractor arrived with a warehouse industrial size hydroxyl generator and air

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scrubber machine. I left my apartment hoping to return to fresh clean air. The contractor informed me the equipment will only work for the time it is running and it will not clear out cigarette smoke at any other times when not in use. After returning to my apartment, I noticed the air quality was worse. It was unusually humid inside my apartment and there was a heavy odor that smelled like burning dirt. At 12:17am, I awakened with asthmatic symptoms, and to the unreasonable loud sound from the equipment. I inspected the equipment and noticed there was a heavy amount of dirt, grime, debris and human hair stuck to the equipment. I noticed dirty debris was located on my kitchen counter and floor area. Upon further inspection, it appeared the equipment had not been serviced for a very long time. I noticed the HEPA filter was completely covered with a thick brown heavy dirt and filth. I took photos of the equipment and I have a video recording of the loud obnoxious sound the machine was making. That same night, I sent an email to Mr. Lee stating I could not give a definitive answer as to whether the machines worked because I needed to turn them off as they made matters worse. I have been utilizing my own HEPA air purifier and the equipment periodically needs to be cleaned and serviced. I left my apartment in the middle of the night and stayed away to alleviate the asthma and wheezing symptoms and to prevent an emergency room hospital visit. I also keep a tidy apartment and after the filthy equipment was removed at my request, I needed to clean up the dirt and debris that was left behind in my apartment. The equipment failed and did not perform at cleaning the air and the secondhand smoke. This situation continued to compromise my health as I went in and out of my apartment to retrieve various items needed to live in my car. I told Mr. Lee again that it is wrong to hide a smoking fact from people. To assume residents should have known the building permits indoor smoking is reckless conduct and unfair, especially since AMLI Ridgeway smoke-free advertisement paints a picture to the public that the building is smoke-free.

42. I received another letter from Mr. Lee on July 28, 2021, denying my accommodations to transfer to another community. Mr. Lee is now saying that I did not inform the property of my health concerns or inquire about smoking during the property recorded conversations. I told Mr. Lee there was no need for me to inquire about smoking and no mistake about AMLI Ridgeway advertisement of being a 100% smoke-free and breatheasy living environment. In addition, AMLI Ridgeway's advertisements they placed on the most popular online apartment resources also verified the property is a smoke-free community because this is what Defendants listed themselves.
43. Mr. Lee said he will offer me an accommodation to vacate and just leave. Mr. Lee said that I can have my \$50 application fee, my \$200 administrative fee, and \$400 security deposit if no damages have occurred, and up to \$750 paid directly to a moving company after I provide an invoice to them. This was not a reasonable accommodation to just dismiss me. AMLI Ridgeway has transferred other residents who are Caucasian citizens and not in protected classes.
44. I declined the offer described above, at the time it was made because I did not have other housing options. Defendants continued to present this same offer to me in email communication trying to force me to "just go away." When I did find housing and secured an apartment home Defendants reneged on their entire offer.

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45. On July 28, 2021, Ms. Lee arranged for Ms. Clear to contact me to see if she could come into my apartment and detect the cigarette smoke. As I explained to Mr. Lee on the telephone, the secondhand smoke seems to happen late night and early morning hours and a great deal on the weekends. I cannot allow the cigarette smoke to linger. When Ms. Clear, came inside my apartment, she tried to use intimidation to frighten me because of my complaints. Ms. Clear pretended to be concerned about the incoming smoke. Ms. Clear said to me, "so this has happened to you before." Ms. Clear was trying to obtain information to use my words against me and I believe she was secretly recording me in my own apartment.
46. I told Ms. Clear that residents nearby me are obviously smoking indoors because it comes through my air vents. Ms. Clear then raised her voice and said, "Well it is a smoking community". Mr. Lee and Ms. Clear wanted to enter my apartment saying they want "to see about the cigarette smoke" but they were not really doing anything to help me. Ms. Clear was just looking around at my belongings and acting as a process server to intimidate me.
47. Ms. Clear never told me it was a smoking community during our first meeting and the property tour in June 2021. It was abuse of authority for her to blurt it out at me inside my apartment home. Ms. Clear then served me with a letter in an envelope and placed it in my hand like a process server. This use of intimidation was very stressful to me. The letter Ms. Clear handed me had the same offer for me to vacate as mentioned above.
48. I demanded in an email for Mr. Lee and Ms. Glowczewski to stop people from cigarette smoking and from having secondhand smoke enter my apartment. I told both individuals that I am physically suffering with respiratory issues in my own apartment home. Mr. Lee and Ms. Glowczewski refused. I continued living in and out of my car because I had not found another place to live.
49. The secondhand smoke, nicotine and its chemicals permeated into the carpet in my bedroom and lingered inside my apartment. This substantially limited the use of my dwelling causing me to remove myself permanently from my apartment home and live off-site in my car until I could find another place to live. I tried sleeping in my car in the resident parking garage but the parking garage was often overwhelming with cigarette and marijuana smoke. Both of these odors entered into my vehicle, so I remained living off-site in my car.
50. I informed Mr. Lee and Ms. Glowczewski that they have a legal duty to place me in a habitable dwelling or a hotel. Mr. Lee and Ms. Glowczewski both said they are not offering me lodging.
51. It was wrong and unfair that I could not use my apartment to live in. The hallways inside the building have been overwhelming with cigarette smoke and many times marijuana smoke. Each time I reported this, Mr. Lee, and Ms. Glowczewski would say "well we are a smoking property."
52. On August 10, 2021, I wrote a letter to Mr. Lee and Ms. Glowczewski and told them that I need to vacate immediately and I demand to receive all my money back. As stated above, it is not right that Catholic Charities has helped me with two months of rental assistance and I have not been able to fully reside in my apartment. The funds should be returned to Catholic Charities by AMLI Ridgeway. It is not right that my peace and quiet enjoyment has been ruined and my respiratory health has been

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

compromised. All of this could have been avoided if AMLI Ridgigate had disclosed their property is a smoking community and a marijuana friendly apartment community.

53. I told AMLI Ridgigate their reckless conduct of omitting the truth creates a substantial risk of serious physical injury and can possibly lead to resident fatalities. AMLI Ridgigate has no regard for my personal safety as a resident. My health has declined since being subjected to an actual 100% indoor smoking community, (and not a "Breatheasy smoke-free environment" as advertised). I should not be injured to this degree because they are choosing to mislead, shift blame and make excuses about their false advertisement.
54. On August 16, 2021, I informed Mr. Lee and Ms. Glowczewski that I have reported their office's deceptive business practices to the Colorado Attorney General's Office and to HUD.
55. On August 23rd I emailed Mr. Lee and Ms. Glowczewski and said in order to avoid a costly litigation, I want all my money back so I can make arrangements for securing another apartment home to move into. As stated above, AMLI Ridgigate refused to provide a habitable home or a transfer placing me in a smoke-free apartment home or temporary housing. Ms. Glowczewski forwarded my emails to their legal counsel.
56. On August 23, 2021, I returned to my apartment in the early morning hours and found the hallways and my dwelling heavily filled with cigarette smoke. This triggered a severe asthma attack that I could not control. I sought medical treatment at Sky Ridge emergency room for asthma with exacerbation. I was evaluated for breathing problems, chest pain and increased heart palpitations. The physician performed two EKG's and monitored by breathing for several hours.
57. After informing Defendants of my hospital visit, their legal counsel wrote in a letter that I could have vacated the premises on July 20, 2021. My response to these insensitive remarks is AMLI Ridgigate could have been truthful and not advertised a smoke free community. AMLI Ridgigate and their legal counsel have no regards for me or other residents.
58. Legal counsel for AMLI Ridgigate told me to give them information about who is violating the lease and smoking. I have reported in email numerous times of these hazardous nuisances and Defendants did not do anything to remedy the problem or help me. My respiratory system has been compromised and I had no problems prior to moving in. My disability illnesses have been worsened by incoming cigarette smoke. I have a difficult time catching my breath. I am fatigue from continued chest discomfort and suffering loss of enjoyment of life.
59. I had to wear disposable masks inside my apartment before I was forced to live in and out of my car. I've had difficulty eating because of the continuous chest and stomach discomfort that are caused by inhaling secondhand cigarette smoke.
60. AMLI Ridgigate is operating in a deceitful manner to keep a full occupancy rate at their property. Mr. Lee, his entire office team and their corporate office are intentionally keeping a known smoking fact hidden. The language in the rental lease agreement reads, to the extent, no smoking in the common areas. This is intentionally misleading and makes the reader believe the property is 100% smoke-free. There is no indication or written language that the building permits smoking. Mr. Lee and AMLI

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

- Ridgegate have a reputation of giving residents a difficult time when they confront the false advertisement or make complaints about secondhand smoke entering their apartment.
61. Defendants conduct disrupted my life, created a lot of emotional stress and prevented me from being able to reside in my apartment, and get the necessary medical treatment I need to be able to start and sustain my new job. They have caused injuries and harm to me.
 62. Defendants have a responsibility to be truthful with the residents and to the public. There are parents who are concerned about their children's wellbeing and what they might experience when they smell marijuana or cigarette smoke coming into the children's room. It's not something they want their children breathing or knowing about. Some residents are afraid to speak out in fear of retaliation by AMLI Ridgegate.
 63. I continue to not feel well and have chronic irritation in my chest. I have sought treatment for asthma with exacerbation in the hospital emergency room and have needed physician office visits. I have been prescribed breathing medications that I normally do not need and I have to pay the out-of-pocket expenses. I have been reduced to living in my car in a private parking lot because I cannot remain in my own apartment for longer than 15 minutes. I have been suffering chronic chest pain, abnormal breathing, fatigue and extreme weight loss from inhaling dangerous cigarette smoke.
 64. I moved into a new apartment home on September 3, 2021. I will be starting my new job soon despite feeling physically worse and not receiving the necessary medical treatment needed for my disability illness. I have suffered damages, including but not limited to, an increased monthly rental rate which is higher in my new apartment. I have new property charges for a garage parking and I did not have this added cost at AMLI Ridgegate. My renters and auto insurance have increased. I have included a list of my damages in this Complaint.
 65. Cigarette smoking and second hand smoke is known to cause immediate health problems to even the healthiest people without underlying conditions according to the Centers for Disease Control. It should be mandatory for Defendants to post, advertise and make the public aware that the building permits indoor cigarette smoking and marijuana. There should not be any advertisements or language of AMLI Ridgegate being a 100% smoke-free environment. AMLI Ridgegate has no regard of what could have happened to me and the lives of their residents by promoting a false advertisement of being a smoke free environment when it is not. This deceptive business practice should be a maximum penalty and punishment under law.

CLAIM ONE
42 U.S.C. § 3604(f)(3)(b)
Denied Accommodations
(Plaintiff Against All Defendants)

66. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.
67. I am an "aggrieved person" as defined in 42 U.S.C. § 3602 (i) and suffered injuries as a result of AMLI Ridgegate, Ben Lee, Monique Clear, and Stephanie Glowczewski discriminatory conduct.
68. My disability illnesses are impairments that substantially limit one or more major life activities.

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

69. I made a reasonable accommodations request to be transferred and relocated to a habitable dwelling free of hazardous secondhand cigarette smoke and marijuana smoke.
70. The proposed accommodations would not have imposed and did not impose an undue financial or administrative burden on Defendants.
71. AMLI Ridgeway, Ben Lee, and Stephanie Glowczewski, refused to make a reasonable accommodation to their apartment transfer policy and illegally modified my physician statement. The accommodations I made to be placed in other housing were necessary.
- As a result of this denied accommodations, Defendants have discriminated on the basis of disability in violation of the Federal Fair Housing Act. I suffered injuries, including but not limited to, actual damages of, emergency room hospital charges, physician office charges, new asthma medications and future medical appointment follow up, moving costs, holding deposit for new apartment, security deposit for new apartment, increased rent for new apartment, increased renters insurance for new location, increased auto insurance for moving to a new location, replacing my damaged mattress, dry cleaning costs to remove smoke odors from my professional work clothes. I am entitled to, including but not limited to, actual damages, punitive damages, compensatory damages, attorney fees and costs, pain and suffering. Such other and further relief as this Court deems equitable and just.

CLAIM TWO

42 U.S.C. § 3604(a)

**Refuse to negotiate for the rental of,
(Plaintiff Against All Defendants)**

72. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.
73. Defendants refused to negotiate for the rental of making habitable housing available to me and transferring my one year rental lease to another one of their apartment communities. Caucasian residents who were similarly have been transferred to other dwellings.
74. As result of Defendants refusal, Defendants discriminated on the basis of disability in violation of the Act. I suffered injuries and I am entitled to, including but not limited to, actual damages, punitive damages, compensatory damages, pain and suffering, reasonable attorney fees. Such other and further relief as this Court deems equitable and just.

CLAIM THREE

42 U.S.C. § 3604(b)

**Terms and Conditions
(Plaintiff Against All Defendants)**

75. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.
76. I am an "aggrieved person" as defined in 42 U.S.C. § 3602 (i) and suffered injuries as a result of AMLI Ridgeway, Ben Lee, Monique Clear, and Stephanie Glowczewski discriminatory conduct.
77. I made a reasonable accommodations request to be transferred and relocated to a habitable dwelling that is free of hazardous secondhand cigarette smoke and marijuana smoke.
78. The proposed accommodations would not have imposed and did not impose an undue financial or administrative burden on Defendants.

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

79. AMLI Ridgagate, Ben Lee, and Stephanie Glowczewski, refused to make a reasonable accommodation to their apartment transfer policy and illegally modified my physician statement. The accommodations I made to be placed in other housing were necessary.
80. Defendants discriminated against me in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, by not transferring me to a habitable apartment home or temporary housing.
81. Defendants intentionally deprived me of the same equal rights as are enjoyed by Caucasian residents to the creation, performance, enjoyment, and all benefits and privileges, of their contractual landlord/tenant relationship.
82. As a result of Defendants discrimination in terms and conditions, Defendants have discriminated on the basis of race and color in violation of the Federal Fair Housing Act. I suffered injuries and I am entitled, including but not limited to, actual damages, compensatory damages, punitive damages, attorney fees and costs, pain and suffering. Such other and further relief as this Court deems equitable and just.

CLAIM FOUR
Colorado Revised Statutes § 6-1-105 Deceptive Trade Practices
(Plaintiff Against All Defendants)

83. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.
84. The defendant engaged in a deceptive or unfair trade practice by falsely advertising the rental property as a smoke free environment.
85. The deceptive or unfair trade practice occurred in the course of the defendant's business and online advertising.
86. The deceptive or unfair trade practice significantly impacts the public as actual or potential consumers [residents] of the defendant's goods, services, or property.
87. I suffered an injury in fact to a legally protected interest.
88. The deceptive or unfair trade practice caused actual damages or losses to me. As a result of Defendants unfair or deceptive acts, I have suffered actual damages and losses, including but not limited to, emergency room hospital charges, physician office charges, new asthma medications and future medical appointment follow up, moving costs, holding deposit for new apartment, security deposit for new apartment, increased rent for new apartment, increased renters insurance for new location, increased auto insurance for moving to a new location, dry cleaning costs to remove cigarette and marijuana smoke odors from my professional work clothes. As defined in C.R.S § 6-1-113 et seq., I am entitled to receive actual damages, a refund of treble the amount of all rent paid as of my move in date of June 5, 2021, damages including but not limited to, application fee, holding fee, all move in costs, security deposit, and common area utilities. The rental lease contract should have been voided with all monies I paid returned to me. That the Court awards such additional relief as may be appropriate.

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

**CLAIM FIVE
Negligence
(Plaintiff Against All Defendants)**

89. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.
90. I had a one-year rental lease contract with AMLI Ridgagate and this is the existence of a legal duty between Defendants and myself.
91. Defendants failed to behave with a level of care and breached that duty by allowing hazardous secondhand cigarette smoke and marijuana fumes and smoke to enter my apartment home, the inside of my vehicle while parked in resident parking garage, and the common areas of the property including the hallways right outside my apartment front door. This caused frequent physician office visits for respiratory evaluation and an emergency room hospital visit for treatment.
92. Defendants set a precedent by volunteering to protect me from the cigarette smoke harm for one day only by utilizing industrial equipment inside my apartment home which failed at performing.
93. Defendants engaged in the creation of the risk and knew or should have known that their conduct of falsely advertising a 100% smoke-free environment, omitting pertinent smoking facts and allowing residents to smoke inside one single building would create a hazardous amount of secondhand smoke. This hazardous smoke flowed through all air ducts and into my apartment home causing me harm.
94. The burden for the Defendants to take precautions before I signed a lease by making it known that cigarette smoking and marijuana can be smoked inside the apartment homes and on balconies, is less than the injuries that have occurred to me. AMLI Ridgagate is liable for my injuries and losses. AMLI Ridgagate will continue to be held liable because of their acts of omission that is greater than the burden to disclose the pertinent information.
95. As a result of Defendants negligence, I suffered injuries and losses, including but not limited to, bodily harm involving irritated throat, bronchial tubes and lungs, and repeated respiratory and asthma attacks. This led to my health declining where I could not seek the treatment needed for my disability. This prevented me from starting a new job. Caused frequent physician office visits, follow-up appointments, hospital emergency room visits. Also resulting in damages and losses, including but not limited to, loss of a brand new mattress that was damaged by cigarette smoke odors, loss of rent and common area utilities paid because of the need to live and sleep in my car in public parking lots. Losses from move-out costs and all move-in costs associated with securing another apartment home, substantial dry cleaning costs to remove smoke odors out of professional work clothes and drapery. And all other injuries associated with being forced to vacate, to be determined at trial. Such other and further relief as this Court deems equitable and just.

**CLAIM SIX
42 U.S.C. § 3617
Interference
(Plaintiff Against All Defendants)**

96. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

97. I am “handicapped” as defined in 42 U.S.C. § 3602 (h), and this statutory term as used in this Complaint has the same meaning as “disabled” and “disability illnesses.”
98. Mr. Lee made an unfavorable remark to me in writing questioning if I am disabled as defined by the Federal Fair Housing Act. Mr. Lee was trying to intimidate me and challenge my healthcare provider's written statement of me being disabled.
99. As described above, Defendants tried to interfere with my rights to pursue legal action by sending Ms. Clear to my apartment to intimidate me and act as a process server by placing an envelope with a letter in it in my hand. This took place inside my apartment home behind closed doors. The letter had the same written information Defendants wrote in an email to me about vacating the premises. This conduct was threatening and direct intimidation, which left me feeling emotionally stressed.
100. As a result of the violation of Section 3617 Interference, coercion or intimidation, I am entitled to, including but not limited to, monetary relief, compensatory, pain and suffering, and punitive damages to remedy and compensate for the effects of AMLI Ridgeway. Such other and further relief as this Court deems equitable and just.

CLAIM SEVEN
42 U.S.C. § 1981
(Plaintiff Against All Defendants)

101. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.
102. I am Black/African American citizen of the United States.
103. By the conduct describe above, Ben Lee, Stephanie Glowczewski, and AMLI Ridgeway intentionally deprived me of the same equal rights as are enjoyed by Caucasian residents to the creation, performance, enjoyment, and all benefits and privileges, of their contractual landlord/tenant relationship.
104. Ben Lee, Stephanie Glowczewski, and AMLI Ridgeway acted with intent to discriminate when they deliberately misconstrued and denied my healthcare provider's statement advising and requesting to AMLI Ridgeway for me to transfer and vacate. The statement was not written for me to just leave but to transfer to prevent homelessness.
105. Ben Lee, Stephanie Glowczewski, and AMLI Ridgeway acted with intent to discriminate by transferring Caucasian residents who were in a similarly situated position, and the residents were not in a protected class.
106. As a result of Ben Lee, Stephanie Glowczewski, and AMLI Ridgeway discrimination in violation of Section 1981, I have suffered health issues, emotional distress, and loss of enjoyment of life, and depression with added stress of having to move again. I am entitled to, including but not limited to, punitive damages, compensatory damages, attorney fees, pain and suffering and emotional distress to be determined at trial.
107. Caucasian tenants who were not receiving rental assistance were treated more favorably. By receiving rental assistance from Catholic Charities, Ben Lee, Stephanie Glowczewski, and AMLI Ridgeway intentionally deprived me of the same equal rights as are enjoyed by Caucasian residents

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

to the creation, performance, enjoyment, and all benefits and privileges, of their contractual landlord/tenant relationship, by engaging in discriminatory conduct of not wanting to negotiate rent, or transfer me to another apartment. The rental assistance I received was accepted initially, but Defendants did not want to deal with me, or transfer me with the rental assistance method of payment.

108. Ben Lee, Stephanie Glowczewski, Monique Clear, and AMLI Ridgigate acted with intent to discriminate by transferring other residents without penalties, who were in a similarly situated smoke related issues, and these residents did not require rental assistance, and were not in a protected class.

109. Ben Lee, Stephanie Glowczewski, Monique Clear, and AMLI Ridgigate disregarded my source of income for transferring and denied my reasonable accommodation request to transfer.

110. As a result of Ben Lee, Stephanie Glowczewski, Monique Clear, and AMLI Ridgigate discrimination in violation of Colorado State law Source of Income, I have suffered actual damages, punitive damages, compensatory damages, pain and suffering and emotional distress. Such other and further relief to be determined at trial.

CLAIM EIGHT
Breach of Warranty of Habitability
(Plaintiff Against All Defendants)

111. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.

112. I signed a one-year rental lease agreement to reside at AMLI Ridgigate.

113. I informed Mr. Lee, Ms. Glowczewski and AMLI Ridgigate of secondhand cigarette smoke and marijuana smoke odors coming inside my dwelling. The hazardous odors are on every floor in the building, including the common areas, such as hallways and resident parking garage. This has increased the intensity of incoming smoke inside my dwelling especially at night. Mr. Lee told me he is not going to tell people to stop smoking. Mr. Lee and AMLI Ridgigate breached the warranty of habitability and broke their legal promise to keep my rental unit habitable.

114. As a result of Defendants breach of the Warranty of Habitability, I was forced to stay away from the premises and live in and out of my car, while returning periodically to shower and get food. I am entitled to termination of the rental agreement which has occurred. I am entitled to receive, including but not limited to, full reimbursement of three months of my rent money paid, or three times the actual damages whichever is greater, compensatory damages, medical costs, punitive damages, plus recover reasonable attorney fees. Such other and further relief as this Court deems equitable and just.

CLAIM NINE
Breach of the Covenant of Peaceful and Quiet Enjoyment
(Plaintiff Against All Defendants)

115. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.

116. I signed a one-year rental lease agreement to reside at AMLI Ridgigate.

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

117. I informed Mr. Lee, Ms. Glowczewski and AMLI Ridgeway of secondhand cigarette smoke and marijuana smoke odors coming inside my dwelling. The hazardous odors are on every floor in the building, including the common areas, such as hallways and resident parking garage. This has increased the intensity of incoming smoke inside my dwelling which is worse during the nighttime hours. Mr. Lee told me he is not going to tell people to stop smoking. Defendants broke their legal promise to keep my rental property habitable.

118. As a result of Defendants breach of the Covenant of Peaceful and Quiet Enjoyment, Defendants caused emotional distress and disruption in my life. I was forced to stay away from the premises and live in and out of my car, while returning periodically to shower and get food. I am entitled to termination of the rental agreement which has occurred. I am entitled to receive full reimbursement of three months of my rent money paid, or three times the actual damages whichever is greater, compensatory damages, punitive damages, injunctive relief, plus recover reasonable attorney fees and costs. Such other and further relief to be determined at trial.

CLAIM TEN
Breach of Contract
(Plaintiff Against All Defendants)

119. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.

120. I informed Mr. Lee, Ms. Glowczewski and AMLI Ridgeway of secondhand cigarette smoke and marijuana smoke odors coming inside my dwelling. The hazardous odors are on every floor in the building, including the common areas, such as hallways and resident parking garage. This has increased the intensity of incoming smoke inside my dwelling which is worse during the nighttime hours. Mr. Lee told me he is not going to tell people to stop smoking. Defendants broke their legal duty to keep my rental unit habitable.

121. As a result of Defendants Breach of Contract, I was forced to stay away from the premises and live in and out of my car, while returning periodically to shower and get food. I am entitled to termination of the rental agreement which has occurred. I am entitled to, including but not limited to, compensatory damages, liquidated damages, reasonable attorney fees and costs. Such other and further relief as this Court deems equitable and just.

CLAIM ELEVEN
Infliction of Emotional Distress
(Plaintiff Against All Defendants)

122. I hereby incorporate all of the paragraphs of this Complaint as if stated, fully, herein.

123. Defendants conduct was extreme and outrageous. Defendants are acting in a deceitful manner by falsely advertising and misrepresentation of known smoking facts. Defendants blamed me for not inquiring about AMLI Ridgeway's smoking policy when it is clearly advertised as smoke-free. The smoking facts they already knew about should have been disclosed to me by Defendants prior to signing a rental agreement.

D. STATEMENT OF CLAIMS

CARMEN CRINER v. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

124. Mr. Lee made an unfavorable remark to me in writing questioning if I am disabled as defined by the Federal Fair Housing Act. Mr. Lee was trying to intimidate me and challenge my healthcare provider's written statement of me being disabled. Mr. Lee knew or should have known of my disability because I made him aware. I have an invisible disability illness and Defendants disregarded the fact that a disability even exists.

125. Mr. Lee interrogated me by asking questions about which residents are smoking, when he knew I did not have the answer. Mr. Lee had the answer to his own questions because he knew the building is a smoking environment and failed to disclose this information prior to me signing a rental agreement. Mr. Lee's conduct made my complaints seem inadequate each time I explained what was happening and how it was affecting my health. I was not able to live in my dwelling and use my home for which it was intended. Mr. Lee told me he was not going to tell anyone to stop smoking or transfer me to another dwelling. Mr. Lee just wanted me to vacate and go away. Mr. Lee, Ms. Glowczewski and Ms. Clear's conduct, as described above, caused extreme emotional distress and physical illness to me. I am suffering injuries from their harm and have been seeking medical treatment for breathing problems and chronic irritation in my throat and lungs. I have been going to counseling and I am seeing a psychologist for extreme sadness, stress and anxiety. I have an overwhelming amount of fear for being placed in a financial hardship of having to move again at a time when the market rental rates have soared. My psychologist is helping me cope with Defendants unfair treatment against me.

126. As a result of Defendants conduct, I am suffering anger, anxiety and depression. I am entitled, including but not limited to, actual damages for counseling and therapy and future appointments, and any Such other and further relief as this Court deems equitable and just..

I, Carmen Criner prays the Court award damages as described above and such other and further relief as this Court deems equitable and just.

DEMAND FOR JURY TRIAL

I, Carmen Criner, demand trial by jury on all Claims stated in this Complaint.

Respectfully submitted,

DATE: October, 1, 2021

si Carmen Criner

Carmen Criner
2355 Mercantile St.
Apt. 1412
Castle Rock, CO 80109
Telephone: (720) 481-4566
Email: crinermarquita@gmail.com
Pro Se Plaintiff

E. REQUEST FOR RELIEF

State the relief you are requesting or what you want the court to do. If additional space is needed to identify the relief you are requesting, use extra paper to request relief. Please indicate that additional paper is attached and label the additional pages regarding relief as "E. REQUEST FOR RELIEF."

*PLEASE SEE ATTACHED LABELED
E, REQUEST FOR RELIEF*

F. PLAINTIFF'S SIGNATURE

I declare under penalty of perjury that I am the plaintiff in this action, that I have read this complaint, and that the information in this complaint is true and correct. *See* 28 U.S.C. § 1746; 18 U.S.C. § 1621.

Under Federal Rule of Civil Procedure 11, by signing below, I also certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending or modifying existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

Carmen Criner
(Plaintiff's signature)

10/1/21
(Date)

CARMEN CRINER V. PPF AMLI 10020 TRAINSTATION CIRCLE, LLC, d/b/a AMLI RIDGEGATE, et al.

E. REQUEST FOR RELIEF

CARMEN M. CRINER

ACTUAL DAMAGES, LOSSES, INCREASED COSTS. (Supporting documentation is available)

Application Fee (paid to AMLI Ridgagate) **\$50.00**

Admin Fee (paid to AMLI Ridgagate) **\$200.00**

Security Deposit (paid to AMLI Ridgagate \$500) **\$440.38**

AMLI Ridgagate Rent **\$612.00**

AMLI Ridgagate Rent **\$23.07**

Rent paid on my behalf by Catholic Charities to AMLI Ridgagate **\$2671.22**

Final Move-out Rent (paid to AMLI Ridgagate) **\$193.47**

New Inhaler for Asthma Exacerbation **\$9.38**

Prednisone for Asthma Exacerbation **\$2.00**

Nebulizer and Medication for Asthma Exacerbation **\$59.40**

Healthcare Provider – Office Visits Asthma with Exacerbation **\$ PROCESSING**

Sky Ridge Medical Emergency Room Treatment Asthma with Exacerbation and Heart Monitoring
\$ 1408.00

Costs of Replacing Damaged Mattress **\$139.99**

Dry Cleaning Costs to Remove Cigarette Smoke Odors from Professional Work Clothes **\$85**

NEW APARTMENT MOVE IN INCREASED COSTS (for signed one year rental lease)

Task Rabbit Mover to New Apartment **\$189.12**

New Apartment Application Fee **\$22**

New Apartment Holding Deposit **\$300**

New Apartment Security Deposit **\$250**

New Apartment New Monthly Rent for one-year rental lease \$1515 (AMLI Ridgagate Rent \$1441).

Difference **$\$74 \times 12 = \888**

Auto Insurance New Location Increase for One year **\$111.84**

Renters Insurance New Location Increase for One year **\$12**

New Apartment Garage Parking Monthly Fee for One year. Difference **$\$150 \times 12 = \1800** (AMLI Ridgagate Garage Parking was Free)

Attorney Fees **\$250**

TOTAL: \$9676.87 plus physician office visits that are still processing in the billing department.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CARMEN CRINER

(b) County of Residence of First Listed Plaintiff DOUGLAS COUNTY
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS PAF AMLI 10020 TRAIN STATION CIRCLE, LLC
d/b/a AMLI RIDGEGATE, GREGORY MUTZ,
AMLI RESIDENTIAL PROPERTIES, L.P., d/b/a AMLI
BEN LEE, MONIQUE CLEAR, STEPHANIE GLOWCZEWSKI,
Residential,
County of Residence of First Listed Defendant COOK COUNTY
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (if known) THERESA L. KITAY
BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ
3414 PEACHTREE RD. SUITE 100C
ATLANTA, GA 30326 P.C.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	1	1	Incorporated or Principal Place of Business In This State	4	4
Citizen of Another State	2	2	Incorporated and Principal Place of Business In Another State	5	5
Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input checked="" type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. § 3604(f)(3)(b), 42 U.S.C. § 3604(a), 42 U.S.C. § 3604(b), 42 U.S.C. § 3617, 42 U.S.C. § 3619
 Brief description of cause: AP Docket
FAIR HOUSING ACT VIOLATIONS, DISCRIMINATION, DECEPTIVE BUSINESS PRACTICES, STATE CLAIMS

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMANDS CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes 'No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 10/1/21 SIGNATURE OF ATTORNEY OF RECORD Carmen Criner

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____