

1 the Court's final approval of the Settlement without modification, and the time for any further
2 appeal has expired; or (c) any timely appeal has been dismissed.

3 9. "Exclusion Form" means the form Class Counsel will attach to the Preliminary
4 Approval Motion, as modified by the Court, which must be timely completed, signed, and
5 submitted by a Settlement Class Member in order to be excluded from the Settlement.

6 10. "Final Approval Hearing" means any hearing that the Court conducts to determine
7 whether to finally approve and implement the Settlement.

8 11. "Gross Settlement Amount" means \$750,000.00. Defendants' gross aggregate
9 payments under this Agreement shall not under any circumstances exceed the "Gross Settlement
10 Amount."

11 12. "Net Settlement Amount" means the Gross Settlement Amount minus any approved
12 amounts for Class Counsel's fees and expenses, the Administrator's fees and costs, and any Court
13 approved Service Payments.

14 13. "Notice" means the form Class Counsel will attach to the Preliminary Approval
15 Motion, as modified by the Court, which, following the Preliminary Approval of the Settlement,
16 will be distributed to Settlement Class Members by mail and publication explaining the Settlement
17 terms and the claims process, in a manner proposed by Class Counsel, subject to Court approval.

18 14. "Opt-Out Period" means forty-five (45) calendar days from the mailing of the
19 Notice.

20 15. "Parties" means Representative Plaintiffs and Defendants.

21 16. "Participating Class Members" means Settlement Class Members who have not
22 timely submitted a request to be excluded from the Settlement Class.

23 17. "Named Plaintiffs" means the individuals named as Plaintiffs in this Action.

24 18. "Preliminary Approval" means that the Court has preliminarily approved the
25 settlement and authorized the issuance of Notice to Settlement Class Members, as set forth herein.

26 19. "Release Period" means the period between February 14, 2020, and October 31,
27 2021.

28 20. "Representative Plaintiffs" means Tanya Samuel, Kevin Goldsby, and Bryan Hull.

1 Settlement does not become final, the Gross Settlement Amount shall be returned to Defendants,
2 and the Parties will resume litigation.

3 29. Class Counsel's Attorneys' Fees, Costs and Expenses: Representative Plaintiffs
4 and/or Class Counsel will request, and Defendants will not oppose, a payment from the Gross
5 Settlement Amount for attorneys' fees, costs, and expenses for all the work already performed and
6 all the work remaining to be performed in this Action, including for fees, costs, and expenses
7 incurred by Class Counsel in prosecuting the Action and implementing the terms of the Settlement.
8 The amount Class Counsel will request for attorneys' fees will not exceed 20% of the Gross
9 Settlement Amount. The Parties agree that any reduction in the amount of attorneys' fees, costs,
10 and/or expenses approved for Class Counsel shall not be a basis for rendering the entire Settlement
11 voidable or unenforceable. Any reduction of the amount of attorneys' fees, costs, and/or expenses
12 which is ordered by the Court and affirmed during any appeal shall be part of the Net Settlement
13 Amount. All attorneys' fees, costs, and/or expenses paid to Class Counsel shall be treated as 1099
14 income to Class Counsel.

15 30. Service Payments: The Representative Plaintiffs shall request, and Defendants will
16 not oppose, Service Payments for themselves and the other Named Plaintiffs in this action to be
17 paid from the Gross Settlement Amount, subject to the Court's approval, for their service in
18 advancing this Action on behalf of the Settlement Class, and in consideration for the General
19 Release of Claims as defined below, in addition to any payments they may otherwise receive as an
20 Authorized Claimant. The Service Payments shall be treated as non-employee income and the
21 Representative Plaintiffs and Named Plaintiffs that receive and accept a Service Payment shall be
22 issued an IRS Form 1099 in the amount of the Service Payment. The Parties agree that any
23 reduction in the amount of the requested Service Payments shall not be a basis for rendering the
24 entire Settlement voidable or unenforceable. If the Court approves Service Payments of less than
25 the amount sought, the remainder will be retained in the Net Settlement Amount. The remaining
26 funds will be distributed on a proportionate basis to all class members based on a formula
27 allocating funds proportionate to the alleged harm to each Class Member. The precise formula is
28 to be determined by Class Counsel and proposed in the Preliminary Approval Motion. Defendants

1 will provide class member data as necessary to the Claims Administrator to allow for calculation
2 and distribution of individual settlement awards.

3 31. Settlement Administration Costs: The Parties shall request that the Court allow an
4 amount consistent with a quote provided by the Class Administrator to be deducted from the Gross
5 Settlement Amount to pay for all costs incurred by the Administrator in administering the
6 Settlement (including costs for retaining the Administrator, distribution of notices (including class
7 notices), forwarding of return notices, processing of claim forms, and mailing of the individual
8 checks to Authorized Claimants). The Settlement Administrator shall not exceed the quoted
9 amount without approval of the Court.

10 32. Distribution to Settlement Class Members:

11 (a) The Parties anticipate that the settlement payments shall be distributed on a
12 proportionate basis to all Settlement Class Members based on the alleged harm to each Settlement
13 Class Member, with the precise distribution formula determined by Class Counsel and proposed in
14 the Preliminary Approval Motion.

15 (b) Common Fund Settlement: This is a common fund settlement. If any Settlement
16 Class Members submit Exclusion Forms, cannot be located by the Administrator and Class Counsel,
17 or do not cash their check within 180 days of receipt, the funds attributable to those Class Members
18 shall revert back to the Common Fund. To the extent economically and administratively feasible,
19 the Class Administrator shall use the uncashed funds to send a second distribution to Settlement
20 Class Members that can be located and did not submit an Exclusion Form on a proportionate basis
21 using the same distribution formula. If any of the second distribution payments remain uncashed
22 within 180 days of receipt, those funds shall revert back to the Common Fund. Any uncashed funds
23 remaining after the second distribution, or after the first distribution if the second distribution is
24 deemed economically or administratively infeasible, shall be distributed to an appropriate *cy pres*
25 chosen by Class Counsel, subject to Court approval.

26 (c) Payments to Participating Class Members shall be treated, for tax purposes, as 1099
27 income. Participating Class Members shall all be issued IRS Forms 1099 for such payments.

28 (d) Participating Class Members shall be solely responsible for the payment of any
personal taxes due on any monies paid to them under this Settlement.

1 **IV. SETTLEMENT PROCEDURES**

2 33. Motion for Preliminary Approval: On or before January 30, 2025—or on a future
3 date mutually agreed on by the parties in writing—Representative Plaintiffs shall file a Motion for
4 Preliminary Approval of the Settlement, applying to the Court for the entry of an Order:

5 (a) Certifying the Settlement Class and proposed settlement subclasses for settlement
6 purposes;

7 (b) Scheduling a final fairness hearing on the question of whether the proposed
8 Settlement should be approved as fair, reasonable, and adequate as to the Settlement Class;

9 (c) Approving as to form and content the proposed Notice to the Settlement Class;

10 (d) Approving as to form and content the proposed Opt-Out Form;

11 (e) Approving the proposed method of requesting exclusion from the Settlement;

12 (f) Directing the distribution of the Notice and Exclusion Form by mail and publication
and to the Settlement Class Members pursuant to the notice plan proposed by Class Counsel; and

13 (g) Preliminarily approving the Settlement.

14 34. Defendants shall not unreasonably oppose the preliminary approval motion.

15 35. Fourteen (14) days prior to the deadline for filing the motion for preliminary
16 approval—or on a date mutually agreed to by the Parties in writing—Defendants shall provide Class
17 Counsel with information sufficient, subject to such information being in Defendants' possession,
18 to calculate each Settlement Class Member's estimated share of the Net Settlement Amount based
19 on the formula determined by Class Counsel.

20 36. Notice to the Class:

21 (a) Within fourteen (14) days of the date the Court preliminarily approves the
22 Settlement, Defendants will provide to Class Counsel and the Administrator documentation that
23 may demonstrate the names, last known mailing addresses, last known telephone numbers, and last
24 known email addresses of the Settlement Class Members, to the extent not already provided.
25 Plaintiffs agree that this information will only be used to the extent necessary to provide notice as
is required by Rule 23(e).

26 (b) The Administrator will provide notice to all Settlement Class Members by
27 distributing the Notice and Exclusion Form approved by the Court by mail and publication, including
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1 but not limited to through public posting in locations where Settlement Class Members are likely to
2 see such postings, pursuant to a notice plan proposed by Class Counsel, subject to Court Approval.

3 (c) Settlement Class Members may exclude themselves from the Settlement or object to
4 the Settlement only during the Opt-Out Period. If they do nothing, they will become Participating
5 Class Members. If they submit an Exclusion Form, they will be excluded completely from the
6 Action and not considered Participating Class Members. In order to object, a Class Member must be
7 a Participating Class Member and therefore cannot file an Exclusion Form.

8 (d) The Notice shall provide Settlement Class Members who wish to object to the
9 Settlement with instructions for objecting by mailing objections to the Administrator. For an
10 objection to be considered by the Court, the objection must be postmarked no later than the last day
11 of the Opt-Out Period, as specified in the Notice. The Administrator shall immediately provide all
12 objections it receives to all Parties, and Class Counsel shall file all objections with the Motion for
13 final approval of the Settlement.

14 37. Objections to the Settlement: Settlement Class Members who wish to object to the
15 Settlement must not exclude themselves from the Settlement and must serve on the Administrator,
16 no later than the last day of the Opt-Out Period, as specified in the Notice, a written statement
17 objecting to the Settlement and setting forth the grounds for the objection. A Settlement Class
18 Member who does not submit an objection in this manner and by the deadline specified above shall
19 be deemed to have waived all objections and will be foreclosed from making any objection to the
20 Settlement, whether by appeal or otherwise, absent a contrary order of the Court.

21 38. Requests for Exclusion:

22 (a) Settlement Class Members who wish to exclude themselves from the Settlement must
23 submit to the Administrator, postmarked no later than the last day of the Opt-Out Period, an
24 Exclusion Form requesting that they be excluded from the Settlement Class. Exclusion Forms may
25 be submitted to the Administrator via U.S. Mail or Electronic Mail. A Settlement Class Member
26 who does not submit a valid and timely Exclusion Form in the manner and by the deadline specified
27 above and the Notice shall be bound by all terms and conditions of the Settlement, including releases,
28 and by the Judgment. A Settlement Class Member who timely submits a valid Exclusion Form shall
not participate in, or be bound by, the Settlement or the Judgment in any respect. Persons who submit

1 valid and timely Exclusion Forms shall not be permitted to file objections to the Settlement or appear
2 at any Final Approval Hearing to voice any objections to the Settlement.

3 39. Final Approval:

4 (a) Within fourteen (14) days prior to any Final Approval Hearing, Class Counsel will
5 file with the Court a Motion for Final Approval of the Settlement prepared by Class Counsel.

6 (b) In the motion seeking final approval, Class Counsel shall provide the Court a report
7 specifying the due diligence that the Administrator has undertaken with regard to distributing the
8 Notice; and reporting (to date) on the number of objections, disputes (and status), and Exclusion
9 Letters submitted.

10 (c) Not later than three (3) court days before any Final Approval Hearing, the Parties
11 may file, jointly or separately, a reply in support of their joint motion for final approval of the
12 Settlement, in the event any opposition to the joint motion for final approval has been filed.
13 Likewise, Class Counsel may file a reply in support of the motion for approval of Class Counsel's
14 attorney's fees and costs, in the event any opposition to the motion for such attorneys' fees and/or
15 costs has been filed.

16 (d) Along with the motion for final approval, Class Counsel will submit a proposed order
17 of judgment for the Court's entry. After entry of the Judgment, the Court will have continuing
18 jurisdiction over the Action and the Settlement solely for purposes of enforcing the Settlement,
19 addressing settlement administration matters, and addressing such post-Judgment matters as may be
20 appropriate under court rules or applicable law.

21 (e) The Administrator shall open the settlement fund, and Defendants' Counsel shall
22 transfer the total amount of the Gross Settlement Amount from its escrow account to the settlement
23 fund within seven (7) days of the Effective Date.

24 (f) Within twenty-one (21) days of the Effective Date, the Administrator shall issue
25 checks to Class Counsel, Class Representatives, Named Plaintiffs that receive Service Payments,
26 and the Participating Class Members, as set forth herein.

27 **V. RELEASE OF CLAIMS**

28 40. Settlement Class Members' Released Claims: Upon the Effective Date of the
Settlement, the Representative Plaintiffs and the Settlement Class Members (other than those who

1 submit valid and timely Exclusion Forms) will release and forever discharge Defendants, and each
2 of Defendants' former and present predecessors, successors, parents, subsidiaries, franchisors,
3 insurers, and affiliates, whatever their current or former legal names or legal entity status, and each
4 of their respective current and former owners, officers, directors, employees, partners, shareholders,
5 and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from
6 any and all claims, rights, demands, liabilities and causes of action of every nature and description,
7 whether known or unknown, arising during the Release Period, arising out of, based on, or
8 encompassed by the facts that were asserted in any civil complaint filed in this Action on behalf of
9 any Settlement Class Member. Without limiting the generality of the foregoing, the claim preclusion
10 effect of this Settlement, and the judgment thereon, for res judicata purposes shall be co-extensive
11 with this release of claims (collectively, the "Released Claims").

12 41. Release of Fees and Costs: Representative Plaintiffs, on behalf of themselves and
13 the Settlement Class Members, hereby irrevocably and unconditionally release, acquit, and forever
14 discharge any claim that they have or may have against Defendants for attorneys' fees, costs, or
15 expenses associated with this Action, including but not limited to those attorneys' fees, costs, or
16 expenses associated with Class Counsel's representation of the Representative Plaintiffs and
17 Settlement Class Members in this Action. Representative Plaintiffs, on behalf of themselves and the
18 Settlement Class Members, further understand and agree that any fees and costs payment provided
19 for herein will be the full, final, and complete payment of all attorneys' fees, costs, and expenses
20 associated with Class Counsel's representation of Representative Plaintiffs and the Settlement Class
21 Members in this Action.

22 42. Mutual Release of Claims by Defendants and Named Plaintiffs that Receive and
23 Accept a Service Payment: Upon the Effective Date of the Settlement, Defendants will release and
24 forever discharge Named Plaintiffs that receive and accept Service Payments from any and all claims,
25 rights, demands, liabilities and causes of action of every nature and description, whether known or
26 unknown, arising during the Release Period. Upon the Effective Date of the Settlement, Named
27 Plaintiffs that receive and accept Service Payments will release and forever discharge Defendants and
28 the Released Parties from any and all claims, rights, demands, liabilities and causes of action of every
nature and description, whether known or unknown, arising during the Release Period. Before

1 receiving a Service Payment, each Named Plaintiff that wishes to receive a Service Payment must
2 sign the Named Plaintiff Incentive Award Addendum attached as Exhibit A to this Agreement
3 acknowledging that, if they receive and accept a Service Payment, they will be bound to this
4 Settlement and Release and will not opt out of the Settlement.

5 **VI. ADDITIONAL PROVISIONS**

6 43. Signatories:

7 (a) The respective signatories to the Settlement represent that he, she, or they are
8 fully authorized to enter into this Settlement and bind to its terms and conditions the respective
9 entities for which the person is signing as shown on the signature line.

10 (b) The Parties agree that because the Settlement Class Members are so
11 numerous, it is impossible or impractical to have each Settlement Class Member execute this
12 Settlement. The Notice will advise all Settlement Class Members of the binding nature of the
13 release. Excepting only the Settlement Class Members who submit a valid and timely Exclusion
14 Letter, this Agreement shall have the same force and effect as if it were executed by each Settlement
15 Class Member.

16 44. Disputes: Any dispute between the Parties concerning the interpretation or
17 implementation of this Agreement will be resolved by the Court. Prior to any such resort to the Court,
18 counsel for the Parties will confer in good faith to resolve the dispute. If the Parties are unable to
19 resolve the dispute themselves, the dispute will be submitted to the Court, unless the Parties agree
20 otherwise.

21 45. No Prior Assignments: The Parties represent, covenant, and warrant that they have
22 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
24 or right released and discharged in this Settlement.

25 46. No Admission of Liability and Inadmissibility of Settlement:

26 (a) Defendants deny liability to Plaintiffs and the Settlement Class for any claim
27 or cause of action. Defendants have denied and continue to deny each of the claims and contentions
28 alleged by Plaintiffs in the Action. Defendants have repeatedly asserted and continue to assert
defenses thereto and have expressly denied and continue to deny any wrongdoing or legal liability

1 arising out of any of the facts or conduct alleged in the Action. Defendants also have denied and
2 continue to deny the allegations that the Settlement Class Members have suffered damage or that the
3 Settlement Class Members were harmed by the conduct alleged in the Action. By entering into this
4 Agreement, Defendants in no way admit to the suitability of this Action for class action litigation
5 other than for purposes of settlement.

6 (b) Settlement of the Action and all acts performed or documents executed in
7 furtherance of this Agreement or the settlement embodied herein: (a) are not, shall not be deemed to
8 be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of
9 Defendants, or of the truth of any of the factual allegations in any and all Complaints filed in the
10 Action; (b) are not, shall not be deemed to be, and may not be used as an admission or evidence of
11 fault or omission on the part of Defendants in any civil, criminal, administrative or arbitral
12 proceeding; and (c) are not, shall not be deemed to be, and may not be used as an admission or
13 evidence of the appropriateness of these or similar claims for class or collective action treatment
14 other than for purposes of administering this Agreement. The Parties understand and agree that this
15 Agreement and any exhibit hereto are settlement documents and shall be inadmissible in any
16 proceeding for any reason, except in relation to the Parties' motions seeking preliminary and final
17 approval of the Settlement, or a proceeding to enforce the terms of this Agreement.

18 47. Fair, Adequate, and Reasonable Settlement: The Parties agree that the Settlement is
19 fair, adequate, and reasonable, and will so represent it to the Court; provided, however, that nothing
20 herein is intended to, and shall not be construed to, waive the confidentiality of the Parties' settlement
21 negotiations and discussions pursuant to the Colorado Rules of Evidence.

22 48. Waiver of Appeals: The Parties agree to waive all appeals from the Court's final
23 approval of this Settlement, unless the Court materially modifies the Settlement; provided, however,
24 that Plaintiffs may appeal any reduction in the amount of Class Counsel's fees and expenses and/or
25 the amount of Incentive Payments. Any reduction in the amount of Class Counsel's fees, Class
26 Counsel's expenses, and/or the Incentive Payments will not, however, constitute a material
27 modification of the Settlement and will not be grounds to void the Settlement.

28 49. No Tax Advice: Neither Class Counsel nor Defendants' Counsel intend anything
contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in

1 this Settlement be relied upon as such within the meaning of United States Treasury Department
2 Circular 230 (31 CFR Part 10, as amended) or otherwise.

3 50. Settlement Approval: In the event: (i) the Court does not enter the Order specified
4 herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does
5 not enter a Final Judgment as provided herein, which becomes final as a result of the occurrence of
6 the Effective Date; or (iv) the Settlement does not become Final for any other reason, this Agreement
7 shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement
8 shall be treated as void from the beginning. In such a case, any certified class shall be decertified,
9 the Parties shall be returned to their respective statuses as of the date and time immediately prior to
10 the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had
11 not been executed. In such case, the Settlement shall not be used or be admissible in any subsequent
12 proceedings, either in this Action, with the Court or in any other Court or forum. In the event an
13 appeal is filed from the Court's Final Judgment, or any other appellate review is sought prior to the
14 Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal
or other appellate review.

15 51. Cooperation in Drafting/Implementing: The Parties agree that the terms and
16 conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between
17 the Parties, and that this Settlement shall not be construed in favor of or against any Party by reason
18 of the extent to which any Party, his, her, its, or their counsel participated in its drafting. The Parties
19 agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not
20 limited to executing such documents and taking such other actions as may reasonably be necessary
21 to implement the terms of the Settlement. The Parties shall use their best efforts, including all efforts
22 contemplated by this Settlement and any other efforts that may become necessary by order of the
Court, or otherwise, to effectuate the terms of the Settlement.

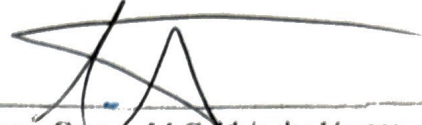
23 52. Applicable Law: All terms and conditions of this Agreement and its exhibits will be
24 governed by and interpreted according to the laws of the State of Colorado, without giving effect to
25 any conflict of law principles or choice of law principles.

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(SIGNATURES)

Date:

2-6-2026



Amen Corner, LLC d/b/a the Vareco, 11800 E
Collfax OZB, LLC d/b/a Summit View Inn, and
11800 E Collfax OZB Manager LLC

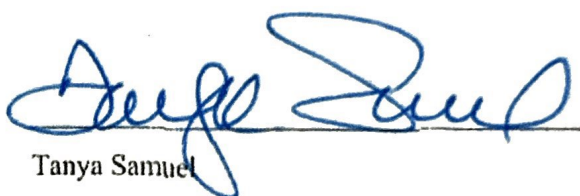
By :

Terrance Dyke

Printed Name

Date:

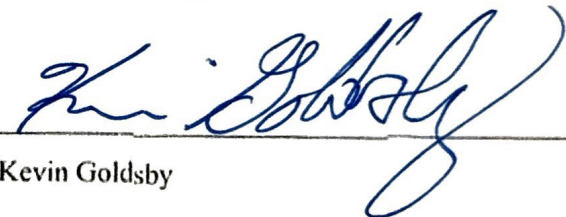
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Tanya Samuel

Date:

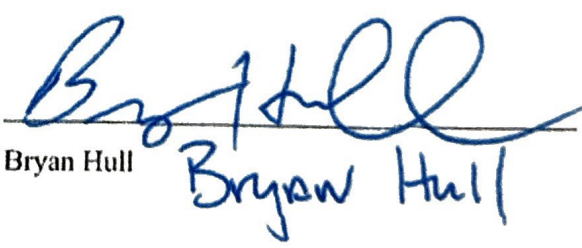
1/29/2026



Kevin Goldsby

Date:

1/29/2026


Bryan Hull

Bryan Hull