

<p>DISTRICT COURT, ARAPAHOE COUNTY, COLORADO</p> <p>7325 S. Potomac St., Centennial CO 80112</p> <hr/> <p>PLAINTIFF/COUNTERCLAIM DEFENDANT: ECHELON PROPERTY GROUP, LLC, a Colorado limited liability company</p> <p>v.</p> <p>DEFENDANT/COUNTERCLAIM PLAINTIFF: BOBBY SALANDY, on behalf of himself and all those similarly situated.</p> <hr/> <p>Attorneys for the Class:</p> <p>Steven L. Woodrow #43140 WOODROW & PELUSO, LLC 3900 East Mexico, Ave. Suite 300 Denver, CO 80210 Telephone: (720) 213-0675 Facsimile: (303) 927-0809</p> <p>Jason Legg #42946 CADIZ LAW, LLC 501 S. Cherry St., Ste. 1100 Denver, CO 80246 720.330.2800 jason@cadizlawfirm.com</p>	<p>DATE FILED: January 21, 2022 5:24 PM CASE NUMBER: 2019CV112</p> <p>▲ COURT USE ONLY ▲</p> <hr/> <p>Case Number: 2019CV112</p> <p>Ctrm.: A2</p>
<p>PROPOSED PRELIMINARY APPROVAL ORDER</p>	

WHEREAS, a class action is pending before the Court styled *Echelon Property Group, LLC v. Bobby Salandy*., Case No. 2019cv112; and

WHEREAS, Counterclaim Plaintiff/Class Representative Bobby Salandy (“Plaintiff” or “Salandy”) and Counterclaim Defendant Echelon Property Group, LLC (“Defendant” or “Echelon”) have entered into a Settlement Agreement, which, together with the exhibits attached

thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Echelon for the claims of the Settlement Class upon the terms and conditions as set forth in the Settlement Agreement, and

WHEREAS, the Court has read and considered the Settlement Agreement and exhibits attached thereto, and this matter having come before the Court upon the agreement of the Parties, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Parties' Settlement Agreement.

2. The Parties have moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice against Echelon, and the Court having read and considered the Settlement Agreement and being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in Paragraph 14 of this Order.

3. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action, including all members of the Class ("Settlement Class Members") as defined as:

All Echelon tenants who, from April 2016 to the date of the order for possession against Salandy - August 5, 2019 - were charged the Fees and, like Salandy, had actions filed against them by Echelon for forcible entry and detainer.

(Settlement Agrmt. § II.3.)

4. The Court confirms the certification of the Class for settlement purposes finding that the Class meets the requirements for certification under Colorado Rule of Civil Procedure 23. The Court further affirms the appointment of Salandy as Settlement Class Representative and Steven Woodrow and Jason Cadiz as Settlement Class Counsel.

5. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class Members as to their claims against Echelon. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action against Echelon and provides beneficial relief to the Class.

6. The Court also finds that the Settlement Agreement (a) is the result of arms' length negotiations involving experienced class action attorneys and overseen by an experienced third-party mediator; (b) is sufficient to warrant notice of the settlement to the class and the scheduling of a Final Approval hearing; (c) meets all applicable requirements of law; and (d) is not a finding or admission of liability by Echelon.

Notice and Administration

7. Pursuant to the Settlement Agreement, RG/2 Claims Administration, LLC, located in Philadelphia, Pennsylvania, is hereby appointed as Settlement Administrator and shall be required to perform all the duties of the Settlement Administrator as set forth in the Agreement and this Order.

8. The Court finds that the Notice Plan and all forms of Notice to the Class as set forth in the Settlement Agreement and the Exhibits thereto is also approved as its form, method, and content, complies with the requirements of Colorado Rule of Civil Procedure 23 and due process, and constitutes the best notice practicable under the circumstances. The Court further finds that

the Notice is reasonably calculated to, under all circumstances, apprise the members of the Class of the pendency of this action, the certification of the Class, the terms of the Settlement Agreement, and the right of members to object to the settlement and to exclude themselves from the Class. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

9. The Settlement Administrator shall implement the Notice Plan as set forth in the Settlement Agreement.

Exclusion

10. Settlement Class Members who wish to exclude themselves from the Class for purposes of this Settlement may do so by complying with the exclusion procedures set forth below. Any member of the Class who timely requests exclusion consistent with those procedures shall not be bound by the terms of the Settlement Agreement.

11. To request exclusion (“Opt-Out”), the Class Member must complete, sign, and mail to the Settlement Administrator a request for exclusion, on or before (as determined by the parties) 2022 (“Opt-Out Deadline”). The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and Notice. For a request for exclusion to be valid and treated as a Successful Opt-Out, it must include: (a) the requester’s full name, address, and name of the Action (*i.e. Echelon v. Salandy*); (b) the requester’s personal and original signature, or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the requester with respect to a claim or right such as those in the Action; and (c) state unequivocally that the requester desires to be excluded from the Certified Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement..

12. Class Members who Opt-Out of the Settlement Agreement shall not (i) be bound by any orders of the Final Approval Order; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. However, Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Approval Order, regardless of whether they have requested exclusion from the Settlement Agreement.

Objections

13. Any Class Member who has not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to Final Approval being entered and dismissing the Action with prejudice as to Echelon in accordance with the terms of the Settlement Agreement. Class Members may object on their own or may do so through separate counsel at their own expense.

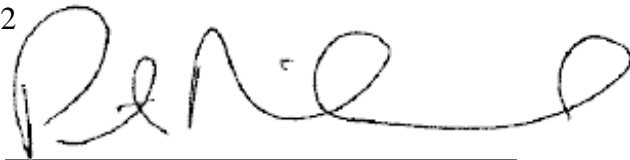
14. To object, a Class member must sign and file a written objection no later than the Objection Deadline, which shall be (determined by the parties) 2022. Each Objection must: (i) set forth the Settlement Class Member's full name and current address; (ii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth the legal and factual bases for the Objection, including citations to relevant authorities where appropriate; (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her/their position; and (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval

shall not be deemed or construed to be an admission by any Party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; (iii) other than as expressly preserved by the Settlement Agreement in the event of its termination, the Settlement Agreement shall have no further force and effect with respect to any Party and shall not be used in the Action or any other proceeding for any purpose; and (iv) any Party may elect to move the Court pursuant to the provisions of this paragraph, and none of the non-moving Parties (or their counsel) shall oppose any such motion.

19. Class Counsel shall move for an award of reasonable attorneys' fees to be paid as set forth in the Settlement Agreement and cause such motion to be posted on the Settlement Website no later than ^(as determined by the parties) _____ 2022, a date at least fourteen (14) days prior to the Objection Deadline. Class Counsel shall move for Final Approval of the Settlement Agreement and respond to any objections no later than seven (7) days prior to the Final Approval Hearing.

IT IS SO ORDERED.

Dated this 21 day of January, 2022

A handwritten signature in black ink, appearing to read "Rene", written over a horizontal line.

DISTRICT COURT JUDGE