

DISTRICT COURT, CHAFFEE COUNTY, COLORADO	
Court Address: 142 CRESTONE AVENUE, P.O. BOX 279, SALIDA, CO, 81201	
Plaintiff(s) JEREMIAH CANTONWINE et al.	DATE FILED: March 28, 2024 3:26 PM CASE NUMBER: 2018CV30021
v.	
Defendant(s) JOHN G MEHOS et al.	
	△ COURT USE ONLY △
	Case Number: 2018CV30021 Division: 2 Courtroom:
Order: Proposed Order Final Judgment Approving Settlement	

The motion/proposed order attached hereto: GRANTED.

This Order was issued in a function where magistrate consent was necessary and any appeal must be taken pursuant to C.R.M. Rule 7(b).

Issue Date: 3/28/2024



DAYNA VISE
Magistrate

DISTRICT COURT CHAFFEE COUNTY, COLORADO 142 Crestone Avenue Salida, Colorado 81201 (719) 539-2561	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <p style="text-align: center;">Case Number: 2018CV300021</p>
<p>Plaintiffs: JEREMIAH CANTONWINE, et al., individually, and on behalf of other CLASS MEMBERS similarly situated</p> <p>v.</p> <p>Defendants: JOHN G. MEHOS, et al.</p>	
FINAL JUDGMENT APPROVING SETTLEMENT	

A Fairness Hearing in this case was conducted on January 9, 2024, pursuant to the *Order Preliminarily Approving Settlement and Approving Notice to Class Members* (the “Preliminary Settlement Order”) entered on May 30, 2023, for the purpose of determining:

- (i) whether the settlement of the Litigation, on the terms and conditions set forth in the Settlement Agreement between a Settlement Class and Defendants, previously submitted to the Court (“Settlement Agreement”), should be approved as fair, reasonable and adequate; (ii) the amount of attorneys’ fees and expenses to award Class Counsel and the amount of compensation to award the class representatives; (iii) whether the plan of distribution is fair and reasonable; and

(iv) whether a Final Judgment should be entered.

Pursuant to Rule 23(e) of the Colorado Rules of Civil Procedure, this class action cannot be compromised without the approval of this Court, finding that settlement class members have been afforded reasonable notice of the proposed settlement and an opportunity to be heard, and that the settlement is fair, adequate, and reasonable. Having conducted the required analysis, and finding that no class member has opted out, and after consideration of all facts and circumstances, including those adduced at the hearing, the Court finds and concludes that the requirements of Rule 23 have been satisfied, and that the settlement is fair, adequate and reasonable, and that settlement class members received reasonable notice of such settlement and an opportunity to be heard.

Having considered the record in this action, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The settlement classes set forth in the Preliminary Settlement Order are hereby affirmed, for final judgment, defining classes represented by Plaintiffs as follows:

- Negligence and PLA Class – Individuals who resided at D Street Apartment on May 2, 2017, including any of their heirs, executors, administrators, personal representatives, successors and/or assigns.
- Security Deposit Class – Any individual(s) with a security deposit that was not returned after April 25, 2017, who was a tenant at the D Street, E. 1st Street, and F Street Apartments, including any of their heirs, executors, administrators, personal representatives, successors and/or assigns.
- Breach of Contract Class – Any individual(s) who leased units from Defendants at D Street, E. 1st Street, and F Street within 3 years prior to the class action being filed (April 25, 2015), including any of their heirs, executors, administrators, personal representatives, successors and/or assigns.

2. The Court finds that counsel for the Plaintiffs is competent to serve as Class Counsel and will fairly and adequately represent the interests of the settlement class members.

3. Based on the evidence presented at the hearing and in the record, the Court finds that notice has been given to settlement class members pursuant to and in compliance with the Preliminary Settlement Order and that the notice methodology adopted pursuant to such order was the best notice practicable, satisfied due process requirements, and provided settlement class members with fair and adequate notice of the settlement, the fairness hearing, adequate information concerning the fairness hearing, the right to be excluded from the settlement, and the right of counsel for Plaintiffs to apply for an award of attorneys' fees and expenses. No class members opted out, objected, or otherwise excluded themselves from the settlement of this class action.

4. The terms of the settlement as set forth in Exhibit 1 in the Preliminary Settlement Order are hereby determined to be fair, reasonable and adequate and in the best interests of members of the settlement class members. Accordingly, the settlement, including each of its respective terms and conditions, is hereby finally approved by and incorporated as part of this Final Judgment.

5. Settling Defendants shall deposit One Million U.S. dollars and no cents (\$1,000,000.00) with the Atticus Administration, LLC, the Class Administrator, within 49 days from the date of this Order to be held in a qualified settlement fund (468b Trust) with written confirmation of such deposit provided to Class Counsel and Defendants' counsel. The Class Administrator shall hold all funds until a motion to release the settlement funds is approved by the Court. In accordance with its ruling in the Preliminary Settlement Order, this Court exercises concurrent jurisdiction as probate court, and the interests of justice require these matters be consolidated to allow for fairness and consistency in administering the minor claims. Venue for such minor claims is appropriate and the parties stipulate to proper venue and waive any objection

to venue. No funds will be disbursed until the Court approves the settlement of each minor's claim by entering the Minor Settlement Order. No funds will be disbursed until after the period for appeal of both the Final Judgment Approving Settlement and Minor Settlement have lapsed. Disbursements to settlement class members shall be made according to the Plan of Distribution in Exhibit 1 incorporated into this Order.

6. The sum of \$333,333.00 is hereby awarded as the entire, combined amount for all attorneys' fees. Costs are awarded to plaintiffs to cover all costs, all disbursements, all out-of-pocket expenses and all other expenditures, in connection with this litigation on behalf of Plaintiffs and the settlement class members. As of January 23, 2024, those costs were \$30,730.44, and class counsel has estimated \$20,000 in costs remain to pay the claims administrator, GAL, and expenses associated with the minor conservatorships.

7. Disbursements to settlement class members and others shall be made from the settlement fund by the Class Administrator according to the plan of distribution.

8. Settling Defendants shall have no responsibility for and no liability for the allocation among Class Counsel and/or any other person who may assert a claim thereto, of attorneys' fees and expenses awarded by the Court.

9. The Court hereby enters judgment fully and finally terminating all claims, on the merits and with prejudice, that are pending against Defendants in the litigation, and all of their respective predecessors, parent corporations, subsidiaries, related corporations, heirs, successors, assigns, attorneys, accountants, representatives, officers, directors, employees, agents, and independent contractors, and QBE and General Casualty Company of Wisconsin, and finds that Plaintiffs, regardless of whether such class member have claimed or obtained benefits hereunder, shall, by operation of this Order, release, dismiss with prejudice, and forever discharge the Defendants and each of them from any and all claims, lawsuits, rights, counts, causes of action,

damages, judgments, executions, attachments, debts, demands, liabilities, and obligations of every kind and nature, known and unknown, in law or equity, class or individual, suspected or unsuspected, concealed or unconcealed, tangible or intangible, whether manifested or not, whether sounding in contract, tort, unjust enrichment or any other theory, that were asserted or could have been asserted or could hereafter be asserted by Plaintiffs or class members in this litigation against Defendants, or any of them, for any injury or damages relating to or arising out of leasing property from Defendants at the D Street, E. 1st Street, or F Street apartments that were the subjects of this litigation during the relevant class periods.

12. By operation of this Order, the settling Defendants shall fully, finally and forever release the class representatives and class counsel from any and all past, present, or future damages and/or request for equitable relief arising out of, relating to, or in connection with the institution, prosecution, or resolution of this litigation.

13. All class members are permanently enjoined, in either an individual or representative capacity, from filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or seeking to certify a class in, or organizing into a separate class of persons, as a purported class action (including by seeking to amend a pending complaint to include class allegations), or receiving any benefits or other relief from, any other lawsuit, arbitration or administrative, regulatory or other proceeding or order in any jurisdiction, based on or relating to the claims and causes of action asserted in this litigation, the facts and circumstances relating to this litigation, or the claims released.

14. The Parties are hereby authorized without further approval from the Court to adopt such amendments or modifications of the settlement and all exhibits thereto as shall be consistent in all respects with the settlement and Final Judgment and which do not limit the rights of settlement class members.

15. Upon written confirmation by the Class Administrator that all distributions have been made from the settlement fund pursuant to the Plan of Disposition, the Court will dismiss this action as against Defendants with prejudice and without costs or attorneys' fees as to all claims, and will dismiss with prejudice all other pending claims, crossclaims, and counterclaims filed in this action by any party.

16. Without affecting the finality of this Order, the Court retains jurisdiction over this settlement to the extent necessary to implement, enforce, and administer the settlement agreement, Minor Settlement and this Final Judgment. Notwithstanding the foregoing, this Order constitutes a final and complete adjudication of Plaintiffs' claims against the Defendants and the Court expressly determines that there is no just reason for delay pursuant and this is a final judgment for Plaintiffs' claims pursuant to C.R.C.P. 54(b).

Dated _____, 2024

BY THE COURT:
