

DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO 1437 Bannock Street Denver, CO 80202	DATE FILED: January 8, 2020 4:29 PM FILING ID: D100DFA838D75 CASE NUMBER: 2019CV33374
<p>Harvey Sender, as Receiver for Gary Dragul, GDA Real Estate Services, LLC, and GDA Real Estate Management, LLC</p> <p><i>Plaintiff;</i></p> <p>v.</p> <p>Russell Becker, Joseph J. Pierce, and Ken Stoltzfus</p> <p><i>Defendants.</i></p>	<p style="text-align: center;">σCOURT USE ONLY σ</p> <hr/> <p>Case Number 2019CV33374</p>
<p><i>Attorneys for Defendant, Ken Stoltzfus:</i> Douglas W. Brown, Atty. Reg. No. 10429 David C. Walker, Atty. Reg. No. 36551 Rachel H. Connor, Atty. Reg. No. 50831 BROWN DUNNING WALKER PC 2000 South Colorado Boulevard Tower Two, Suite 700 Denver, CO 80222 Telephone: (303) 329-3363 Fax: (303) 393-8438 E-Mail: dbrown@bdwfir.com; dwalker@bdwfir.com; rconnor@bdwfir.com</p>	<p>Div./Ctrm.</p>
<p style="text-align: center;">STIPULATION TO DISMISS DEFENDANT KEN STOLTZFUS WITH PREJUDICE</p>	

Comes now the Plaintiff, Harvey Sender, as Receiver for Gary Dragul, GDA Real Estate Services, LLC and GDA Real Estate Management, LLC (“Plaintiff”), by and through his counsel, Allen Vellone Wolf Helfrich & Factor P.C., and the Defendant, Ken Stoltzfus, by and through his counsel, Brown Dunning Walker PC, and for their Stipulation to Dismiss Defendant Ken Stoltzfus with Prejudice, state as follows:

I. Recitals

1. Plaintiff commenced this action against Ken Stoltzfus (“Stoltzfus”) on August 30, 2019, asserting claims for turnover, actual fraud pursuant to C.R.S. § 38-8-105(1)(a), constructive fraud pursuant to C.R.S. § 38-8-105(1)(b), and unjust enrichment (the “Civil Action”).

2. Stoltzfus filed his Answer to the Complaint on November 4, 2019, denying any liability on the Claims.

3. Through counsel, the Plaintiff and Stoltzfus have reached a stipulation to resolve the Claims, as set forth below.

II. Agreement

1. In consideration for the terms set forth herein, Plaintiff agrees to dismiss the Claims against Stoltzfus with prejudice, and that Stoltzfus shall be dismissed as a party to this action.

2. As further consideration for the terms set forth herein, the Parties hereby absolutely and unconditionally release and forever discharge each other, and their conservators, agents, heirs, beneficiaries, attorneys, successors, and assigns, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, whether known or unknown, which any Party has had, now has, or may have, directly or indirectly, against any such persons or entities for or by reason of any act, omission, distribution, matter, cause or thing whatsoever arising out of or in any way related to any facts alleged in the Civil Action.

3. Each Party shall be responsible for payment of their own attorneys’ fees and costs in this action.

4. The Parties agree that enforcement of this Stipulation shall be exclusively with this Court.

WHEREFORE, the Parties request that the Court enter an Order adopting the terms of this Stipulation and making its terms an Order of the Court, dismissing the Claims against Stoltzfus, and Stoltzfus as a defendant, with prejudice, and for such other and further relief as this Court deems just and proper.

Respectfully submitted this 8th day of January, 2020.

BROWN DUNNING WALKER PC

/s/ David C. Walker

David C. Walker, Atty. Reg. No. 36551
Attorneys for Ken Stoltzfus

ALLEN VELLONE WOLF HELFRICH & FACTOR, P.C.

/s/ Jeremy T. Jonsen

Jeremy T. Jonsen, Atty. Reg. No. 48859
Attorneys for Plaintiff