

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street Denver, Colorado 80202	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiffs: ROSS BERMAN, JASON H. KARP, IMJ I LLC, a Delaware limited liability company, RACHEL FARBER REVOCABLE TRUST, STEPHEN FARBER REVOCABLE TRUST, AND RED CLOUD CAPITAL, LLC, a Connecticut limited liability company,</p> <p>v.</p> <p>Defendants: BELLROCK BRANDS INC., a British Columbia corporation, BRB DB HOLDINGS, INC., a Delaware corporation, BRB MARY'S HOLDINGS CORP., a Delaware corporation, DIXIE BRANDS (USA) INC., a Delaware corporation, MARY'S OPERATIONS, LLC, a Colorado limited liability company, MARY'S PETS, LLC, a Colorado limited liability company, MARY'S NUTRITIONALS, LLC, a Colorado limited liability company, DB FINANCE NEVADA, LLC, a Nevada limited liability company, and DB OKLAHOMA, LLC, a Colorado limited liability company.</p>	
CLAIM FORM	

The undersigned Claimant hereby asserts a claim against one of the above-captioned Defendants (also known as "Receivership Defendants") as follows:

1. Amount of Claim as it existed on March 25, 2024.

Claim is asserted against:	Mary's Operations, LLC and/or its affiliates (collectively, " <u>Mary's</u> ")
Actual damages:	\$102,466.00 – \$402,466.00 + interest + attorneys' fees and costs

Consequential and other damages, if any:	\$ Unknown
Interest, if any:	\$ Unknown
Attorneys' fees and costs, if any:	\$ 40,000.00
Other:	\$ _____
TOTAL:	\$ 150,000.00 to \$450,000.00 ++

2. The foregoing claims arose on or before March 25, 2024, and are based upon the following events:

Mary's and Coltyn Turner, and/or The Coltyn Turner Foundation, a 501 (c)(3) non-profit corporation, and/or Coltyn's Crue, LLC, a limited liability company (collectively, "Mr. Turner"), entered into a certain Materials Purchase Agreement (the "Agreement") in or about April, 2017 (the "Agreement Effective Date") for Mr. Turner to supply to Mary's certain Materials (defined in the Agreement), accompanied by Mr. Turner's grant of a limited license to Mary's to use certain of Mr. Turner's intellectual property associated with the Materials (collectively, the "Goods and IP"). Mary's breached the Agreement and applicable law by:

(a) Failing to pay certain amounts due Mr. Turner for the development, production and delivery of the Materials from time to time for and to Mary's, notwithstanding in at least some cases Mary's having received payment from third parties therefor;

(b) Mary's use of certain intellectual property owned solely by Mr. Turner relating to the Materials before termination of the Agreement, which was subject to certain conditions precedent including, without limitation, the payment of certain amounts due Mr. Turner, which were not satisfied;

(c) Mary's use of certain intellectual property owned solely by Mr. Turner relating to the Materials after the termination of the Agreement, which was subject to certain conditions subsequent including, without limitation, the payment of certain amounts due Mr. Turner, which were not satisfied;

(d) Mary's use of the use of the Goods and IP after the termination of

the Agreement, despite Mr. Turner's cease and desist demands, amounts to Mary's conversion of certain intellectual property rights of Mr. Turner, entitling Mr. Turner to damages therefor; and

(e) Failing to comply with applicable law and committing such acts, and omitting such obligations to act, that Mr. Turner shall otherwise have been damaged by Mary's.

DOCUMENTS SUPPORTING THE CLAIM MUST BE ATTACHED TO THIS CLAIM FORM. IF SUPPORTING DOCUMENTATION IS NOT AVAILABLE, YOU MUST ATTACH AN EXPLANATION OF WHY THE DOCUMENTATION IS UNAVAILABLE. SEE ATTACHED DOCUMENTATION.

3. This claim is (select one):

unsecured; OR,

secured by the following collateral or security: That certain first position Uniform Commercial Code of the State of Colorado security interest lien (the "Lien") in all of the rights, title, and interests of Mary's (and other persons and entities) in and to the Materials, Goods and IP, and the proceeds of the foregoing (as defined in the Colorado Uniform Commercial Code) existing as of the Agreement Effective Date or existing in the future as such security interests are applicable to a purchase money security interest pursuant to C.R.S. §§ 4-9-103 (1) and (2).

4. If the claim is secured, please identify the location of all collateral: Presently unknown, given Mary's refusals and delays in providing such information to Mr. Turner.

5. If the claim includes interest, please specify each of the reasons for such interest and the rate thereof (e.g. contract, statute, etc.): Unknown at this time.

6. The nature and value of any offset or counterclaim (*i.e.*, money or property that you owe Defendants or the Estate, or any claims that Defendants or the Estate may have against you): None known.

7. If you are currently represented by an attorney, please complete the following: N/A.

CLAIMANT HEREBY CERTIFIES THAT IT HAS DISMISSED ANY OTHER PENDING SUITS OR PROCEEDINGS IT HAS COMMENCED AGAINST ANY AND ALL RECEIVERSHIP DEFENDANTS, OR ANY OF THEM, OR THE RECEIVERSHIP ESTATE AND THAT IT WILL NOT FILE (OR RE-FILE) ANY SUIT OR PROCEEDING IN ANOTHER FORUM WITHOUT THE

RECEIVER'S PERMISSION OR LEAVE OF THIS COURT.

8. I hereby certify and attest, under the penalty of perjury, that the information contained in the foregoing Claim Form is true and correct:

Coltyn Turner *Wendy M. Turner*

Claimant Signature, on behalf of himself, individually, and on behalf of The Coltyn Turner Foundation and Coltyn's Crue LLC

Coltyn T. Turner & Wendy M. Turner

Name of Claimant (Please print)

625 St Rose Dr.
Godfrey, IL. 62035

Address (street address, not post-office box)

618-660-9369

Telephone

N/A

Facsimile

Coltynscrue@gmail.com

E-mail Address

Dated: July __, 2024.

IMPORTANT: A FULLY COMPLETED AND SIGNED CLAIM FORM WITH ALL SUPPORTING DOCUMENTATION MUST BE RECEIVED AT THE ADDRESS BELOW NO LATER THAN THE CLAIMS BAR DATE OR UNKNOWN CLAIMANT BAR DATE, AS APPLICABLE. REFER TO THE NOTICE YOU RECEIVED TO DETERMINE THE APPLICABLE CLAIMS BAR DATE OR UNKNOWN CLAIMANT BAR DATE.

Claim forms submitted by hand delivery, courier, email (as an attachment in portable document format (.pdf)), facsimile or U.S. mail addressed to:

West 4th Holdings, LLC
c/o Jordan Factor, Esq.
Allen Vellone Wolf Helfrich & Factor, P.C.
1600 Stout Street, Suite 1900
Denver, Colorado 80202
Tel. No. (303) 534-4499
Fax No. (303) 893-8332
Email: jfactor@allen-vellone.com

Please note that your Claim must be legible, written in English and denominated in United States currency.

Any Claimant who is required to submit a Proof of Claim, but fails to do so in a timely manner or in the proper form, will be: (a) barred, estopped, and enjoined to the fullest extent allowed by applicable law from asserting, in any manner, such Claim against the Receiver, the Receivership Defendants and their respective estates or property, (b) not be permitted to object to any distribution plan proposed by the Receiver on account of such Claim, (c) be denied any distributions under any distribution plan implemented by the Receiver on account of such Claim, and (d) not receive any further notices on account of such Claim. Further, the Receivership Defendants will be discharged from any and all indebtedness or liability with respect to such Claim.