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CLERK OF COURTS
BROWN COUNTY OHIO
MAR 13 2026
L. CLARK GRAY
CLERK OF COURTS

JUDGE SCOTT T. GUSWEILER
Mag. Kenneth Zuk

The Parties further move the Court to set this matter for a Final Approval hearing at the Court's earliest convenience following the expiration of the period of time within which class members may object to the Settlement. The Parties attach the following Memorandum in support of these motions.

MEMORANDUM IN SUPPORT

SUMMARY OF SETTLEMENT

The parties state that they believe the Settlement Agreement (Exhibit A) to be in the best interests of all parties and to be fair, adequate, and reasonable. This Settlement Agreement includes the following provisions, among others, as a summary for the Court's convenience. The terms set forth in the Settlement Agreement as approved by this Court, shall control.

1. The Contracts between the parties shall be replaced by deeds executed by the Defendants and promissory notes executed by the Class Members, the payment of which is to be secured by mortgages executed and delivered by the Class Members for all Plaintiffs and class members who are current in their payment obligations to Defendants. This will occur on what is described as the "Final Transfer Date."
2. The new interest rate on the remaining principal obligation of Plaintiffs and Class Members to Defendants under shall be reduced from the prior 12% per annum rate under the Contracts to 7.5% calculated retroactive to October 1, 2025, under the promissory notes.
3. The balance due to Defendants under the new mortgage agreements shall be the remaining balance payable and owing to Defendants under the existing Rent-to-Own and a Lease-with-Option-to-Buy Contracts adjusted as follows. For each year a Plaintiff or Class Member has paid Defendants under the Contracts up to October 1, 2025, the balance due shall be reduced by 1.5% multiplied by each year or part of a year the Contract was in existence up to a maximum of ten years. The balance owed on each Contract payable to Defendants shall be further reduced by the difference between the 12% interest rate paid on each Contract from October 1, 2025, to the Final Transfer Date and the established 7.5% interest rate for the same period.
4. Defendants will be responsible for payment of all real estate property taxes calculated up to the Final Transfer Date which would be owing and due on each parcel of real estate. The property tax payments will be made by Defendants by issuing checks payable to the appropriate county treasurer covering all tax periods up until the transfer date. By illustration, if the Final Transfer Date were May 1, 2026, Defendants would pay all taxes covering the July 1, 2025-December 31, 2025 period owing and due in July, 2026, and the proportionate amount of taxes covering January 1, 2026-April 30, 2026 period owing and due in February, 2027.

5. Each Plaintiff and Class Member shall be responsible for securing property casualty insurance for the property transferred to that Plaintiff or Class Members. Such insurer shall name the appropriate Defendant who is the obligee on the mortgage agreement as an additional insured.
6. The amount owing and due to Defendants under the mortgage agreement and promissory note, financed at the rate of 7.5% per annum, with the payment calculated based on the remaining period remaining on the existing contract, with the entire balance due in fifteen years commencing at the Final Transfer Date.
7. Any unresolved dispute between the parties concerning whether a Plaintiff or Class Member is current under the Contract at the Final Transfer Date, or as to the amount due under the Contract, shall be resolved by this Court.
8. Unless the parties agree otherwise, Plaintiffs' counsel may apply to this Court for an award of their attorney fees subject to the provisions contained in the Settlement Agreement.

The parties request that this Court issue the following findings and orders.

1. Find on a preliminary basis that the Settlement is fair, adequate, and reasonable.
2. Find that Plaintiffs and Class Counsel fairly and adequately represented and protected the interests of the Class Members.
3. Stay any proceedings in the action as to Subclass A unrelated to Settlement and enjoin prosecution of any claims by Class Members who do not timely and validly exclude themselves from this Settlement.
4. Approve, as being in compliance with the due process rights and other rights as Class Members, and the plan of notice set forth herein and the contents of the Class Notice and find that the Class Notice is the only notice of the Settlement required to be made to Class Members. A copy of the Class Notice proposed to be sent by regular mail postage prepaid to each class member is attached hereto and incorporated herein.
5. Provide a clearly disclosed right to object to the Settlement.
6. Direct that Defendants provide the class list to Class Counsel as specified above, subject to the parties' continuing efforts to cooperate to finalize the class list to their mutual satisfaction.
7. Direct the Class Members to be notified of the terms of the proposed Settlement by having Class Counsel mail the Class Notice to the Class Members by first-class mail postage prepaid to their last known addresses as indicated in the parties' records, with a request for a forwarding address, within twenty-eight days of the Preliminary Approval Order or such other ordered by the Court, and if the Class Notice is returned with a forwarding address, Class Counsel shall mail the Class Member Notice to the forwarding address within five days of receipt.

8. Set a date for the approval hearing consisted with the timelines in the Settlement Agreement to determine entry of a final judgment and such matters as the Court may deem necessary and appropriate, including prospective attorney fees and expense awards.

ARGUMENT

A. The Settlement Meets the Rule 23 Requirements for Preliminary Approval

The attached Settlement Agreement summarized above meets the requirements of Rule 23(E), which provides:

(E) Settlement, Voluntary Dismissal, or Compromise. The claims, issues, or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval. The following procedures apply to a proposed settlement, voluntary dismissal, or compromise:

- (1) The court shall direct notice in a reasonable manner to all class members who would be bound by the proposal.
- (2) If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.
- (3) The parties seeking approval shall file a statement identifying any agreement made in connection with the proposal.
- (4) If the class action was previously certified under Civ.R. 23(B)(3), the court may refuse to approve a settlement unless it affords a new opportunity to request exclusion to individual class members who had an earlier opportunity to request exclusion but did not do so.
- (5) Any class member may object to the proposal if it requires court approval under this division (E); the objection may be withdrawn only with the court's approval.

Ohio Civ. R. 23 (E).

“[T]he manner of giving notice required by Rule 23(e) is ‘committed to the sound discretion of the court’ and ‘leaves the court with virtually complete discretion.’ 3B Moore’s Federal Practice, 23-1508, Section 23.80(3) and 7A Wright and Miller, Federal Practice and Procedure, 237, Section 1797. Wright and Miller add that ‘there is no single way in which the

notice must be transmitted.” *McDonald v. Med. Mut. of Cleveland, Inc.*, 41 Ohio Misc. 158, 169, 324 N.E.2d 785, 792 (Ohio Com. Pl. 1974).

The mandate of Ohio Rule 23(E)(1) is clearly met with the proposed notice filed herewith, regarding which we seek this Court’s approval. (E)(2)’s requirement is likewise met with the inclusion in the Notice of Class Settlement of the final hearing date and an explanation of how Class Members may object should they so choose.¹ (E)(3) is met both with the settlement summary above and the attached Settlement Agreement. (E)(4) is satisfied in the attached notice by allowing the Class Member a second opportunity to exclude themselves should they chose that option. Finally, under the proposed Notice of Class Settlement, each Member of Subclass A is informed of the process for objecting and invited to present the objection themselves through counsel.

B. The Settlement On Its Face is Fair, Reasonable and Adequate and Otherwise Meets the Demands of Rule 23(E) for Preliminary Approval

The Summary of Settlement above demonstrates the fairness, reasonableness and adequacy of the Settlement at least for purposes of authorizing this Court to provide preliminary approval of the proposed Class Settlement. Plaintiffs contend that the instruments at issue were in the nature of residential mortgages, and that Defendants were administering the instruments in a manner that prevented Subclass A members from realizing the benefits of treating the instruments as mortgages. Defendants have vigorously denied this and have argued that the instruments are leases.

The chief benefit of the settlement is that it now requires the issuance of deed and a promissory note secured by a mortgage which accomplish a significant portion of any relief Plaintiffs could theoretically achieve should they take this case to a final verdict. Of course, the other theoretical outcome from Defendants’ point of view is a judgment in Defendants’ favor. The proposed settlement removes that risk and affords Subclass A Members substantial relief.

¹ Obviously, the date will need to be set by the Court which will then be included in the notice.

The Settlement also provides a substantial amount of equity for each Subclass A Member and lowers the ongoing financial burden by reducing the interest rate applied to the principal balance. The settlement provides for a formula for adjusting/lowering the principal balance and interest rates in a manner that applies the formula equally for all Subclass A members and class representatives. All other substantive provisions summarized above also apply equally to all such Class Members.

The factors typically weighed by the courts in determining preliminary approval for a class settlement all favor approval here.

Four factors govern whether the Agreement is “fair, reasonable, and adequate”:

- (1) whether the class representatives and class counsel have adequately represented the class,
- (2) whether the proposal was negotiated at arm's length,
- (3) whether the relief provided for the class is adequate, and
- (4) whether the proposal treats class members equitably relative to each other.

Strano v. Kiplinger Washington Eds., Inc., 649 F. Supp. 3d 546, 557 (E.D. Mich. 2023).²

Regarding the first factor (adequacy of representation), that determination was previously made by this Court when it certified the case and approved class counsel. It has been further demonstrated in the commitment of the class representatives and their counsel to the vigorous prosecution of this action shown by the robust discovery conducted in this case³ and the successful defense of the certification in Twelfth District Court of Appeals.⁴ Indeed, “[a] settlement is ‘more likely to be fair and reasonable under the circumstances’ if the parties have conducted discovery.”

² Although this is a federal rather than Ohio case, Ohio’s Rule 23(E) follows much of the federal jurisprudence regarding class action settlements as developed under Federal Rule 23(e).

³ That discovery included depositions taken by Plaintiff’s counsel of the main principal defendant and their management representative and the defense of the depositions of the class representatives – all of which have been filed in the record. Discovery efforts also included the obtaining and review of thousands of pages of Class Members records for all of the transactions at issue in this case.

⁴ *Marck v. Partin*, 2024-Ohio-4829, 253 N.E.3d 859 (12th Dist. 2024)

Strano, 649 F. Supp. 3d at 559, quoting, *Green v. Platinum Rests. Mid-Am. LLC*, No. 3:14-CV-439, 2022 WL 1240432, at *5 (W.D. Ky. Apr. 27, 2022)

The second factor (arm's length agreement) has been demonstrated by the vigorous opposition to the claims asserted throughout the litigation by the Defendants and their representation by respected counsel over the course of five (5) years. Additionally, the fact that the proposed settlement was reached only after multiple days of mediation with a well-credentialed mediator, Stephen Calardo,⁵ further demonstrates that the Class Settlement is indeed the product of arm's length negotiations and thus meets the second factor.

The third and fourth factors (adequacy of settlement and equitable treatment) are demonstrated in the settlement summary above. All class members receive identical forms of relief including adjusted/lowered principal balances and the resulting enhanced equity in their homes, as well as identical retroactive lowering of interest rates from 12% to 7.5%.⁶ All Class Members further receive the added protection of being able to execute formal mortgages and deeds that will now be filed of record. *See Strano* 649 F. Supp. 3d at 558 (preliminary approval of class settlement granted where the court noted that the "[Class Settlement] Agreement treats the members of the Class as relatively equal.) *And see, Int'l Union, United Auto., Aerospace & Agric. Implement Workers v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007), applying similar factors in guiding a trial court's preliminary approval of a proposed class settlement.

⁵ Stephen Calardo was the selected mediator in this case after the first mediation failed. Mr. Calardo's credentials can be found at <https://www.cincybar.org/adr/arbitrators>.

⁶ Subject to a final accounting, Plaintiffs calculate that Subclass A will have their principal balance lowered by approximately \$371,480.39, which is an average of \$6,296.28. Additionally, Plaintiffs calculate that the value of the lowered interest rate (7.5%) for the Class for the remainder of the mortgage terms in the aggregate will be approximately \$3,359,768.30, which is an average of \$56,945.23. All Subclass A members will receive similar financial benefits as all are subject to identical principal and interest rate adjustment formulas.

In short, the attached Class Settlement Agreement meets the mandate that it be “fair, reasonable, and adequate,” within the requirements of Rule 23(E)⁷ and warrants preliminary approval by this Court.

C. The Court Should Approve the Attached Notice of Settlement of Class Action

After preliminary approval, the Court must next approve and direct appropriate notice to the class informing them of the terms of the settlement and their right to object or exclude themselves. Rule 23(E)(1). As all the members of Subclass A remain in their homes, they are easily identified and located. They have all received notice of the pendency of this class action as previously directed by the Court. The Parties submit the attached proposed Notice of Settlement of Class Action for the Court’s approval. (Exhibit B).

A class settlement notice “must also include the following in ‘plain, easily understood language’:

- (1) The nature of the action;
- (2) The definition of the class certified;
- (3) The class claims, issues, or defenses;
- (4) That a class member may enter an appearance through an attorney if the member so desires;
- (5) That the court will exclude from the class any member who requests exclusion;
- (6) The time and manner for requesting exclusion; and
- (7) The binding effect of a class judgment on members under Rule 23(c)(3).”

Strano, 649 F. Supp. 3d at 560. The Court in *Strano* approved a substantively similar notice of class settlement:

⁷ There are some specific textual differences between the federal Rule 23(e) and Ohio’s Rule 23(E), but the substance and intent regarding notice of class settlements is functionally the same.

The text of the proposed notice satisfies the requirements of Rule 23 and due process. The proposed notice states that this is a class-action lawsuit alleging that Defendant “disclosed its customers' subscription information to third parties, which is alleged to violate Michigan privacy law.” It defines the class and discusses the claims and issues of the Class to the extent relevant for settlement notice. And it conspicuously alerts the members of the Class that they may opt out of or object to the Agreement.

Id. (Record citations omitted).

So, it is here. Each of these items are fully covered in the proposed Notice of Class Settlement. (See proposed Notice, attached as Exhibit B). *See Id.* 649 F. Supp. at 560-561, approving notice of class settlement.

Method of Notice

The Parties agree that direct mail via the U.S. Postal Service is most effective and practical method of assuring notice of the settlement, including notice of the rights of the Subclass A members to object and exclude themselves. As the Court knows, all Subclass A members remain in the homes purchased from Defendants and, thus, are all relatively certain to receive the enclosed notice. This will eliminate the delay experienced in many class actions of locating absent class members. As an additional measure, the Parties agree that they will also serve copies of the Notice via email to those Class Members who provide valid working email addresses. Finally, the Parties have set up a Class Settlement Website available to all Subclass A members, through which all relevant Notices and Pleadings and settlement documents can be found and reviewed at the convenience of each Subclass A Member.

CONCLUSION

The Parties have demonstrated above that both the Class Settlement and the Notice of Class Settlement meet all the requirements of Ohio Civil Rule 23(E). The Parties, therefore, respectfully request the Court to preliminarily approve the Class Settlement Agreement attached hereto as

Exhibit A. The Parties further move the Court to approve Notice Class Settlement attached hereto as Exhibit B, and direct the parties to serve such notice on all class Members.

The Parties also request the Court to set this matter for a final hearing regarding approval of the Class Settlement Agreement at a date and time as soon as possible following the completion of the period set forth in the Settlement Notice for Subclass A Members to object.



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CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Settlement Agreement") is made by and among Plaintiffs, individually and on behalf of the Class Members, and Defendants (all such capitalized terms are defined below). Plaintiffs and Defendants may be referred to individually as a "Party" or collectively as the "Parties."

I. Defined Terms

A. "Action" means the lawsuit styled *Tina Marck et al. v. Thomas Partin et al.*, Case No. 2020-cv-0399, pending in the Court.

B. "Adjusted Principal Amount" has the meaning set forth in Section 1.3.

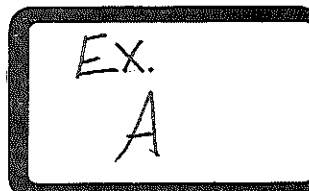
C. "Approval Hearing" means the hearing at which the Court determines, among other things (1) the merits of any objections to the Settlement, (2) whether to approve in final form this Settlement Agreement as fair, reasonable, adequate and in the best interests of the Class Members in accordance with Rule 23 of the Ohio Rules of Civil Procedure, (3) whether the Court should enter a Final Judgment approving the Settlement and dismissing the claims of Subclass A in the Action without prejudice pending final dismissal with prejudice following receipt of a Notice of Compliance, and (4) such other matters as the Court deems necessary and appropriate.

D. "Attorney Fee and Expense Award" has the meaning set forth in Section 7.1.

E. "Claims" means all suits, proceedings, causes of action, claims, counterclaims, crossclaims, demands, requests for damages, or requests for injunctive, equitable or declaratory relief or penalties of any kind or nature whatsoever that were filed, served, asserted, or raised in the Action, or that otherwise arise out of the facts or circumstances asserted in the Action, as to Subclass A, whether asserted individually or on behalf of the Class.

F. "Class" means the class of persons in Subclass A certified by the Court, defined by the Court as follows, with the exception of any Person who is subject to an existing release for the Released Claims, deceased, or excluded as a Class Member:

All persons who entered into a "Rent-to-Own" or "Lease with Option to Buy" agreement with any Defendant to rent and/or purchase, of residential, real property in Ohio, or entered into any other form of agreement in which any such class member is obligated to make periodic payments to any Defendant for the rent and/or purchase of residential real property in Ohio. These contracts are best described as seller financed residential mortgage agreements but the sellers retain the right of a residential landlord to evict for non-payment. The class is limited to those individuals described above who are or were making payments to any of the



defendants at any time since August 11, 2014, to the present. Plaintiffs' proposal that there would be two subclasses is well taken and is described as follows.

Subclass A Definition: All individuals who fit the Class Definition and who continue to perform under such contract.

Subclass B Definition: All individuals who fit the Class Definition and who abandoned such contracts or otherwise terminated performance under such contracts.

G. "Class Counsel" means John Woliver, 204 North Street, Batavia, OH 45103, jwoliver@fuse.net, and Michael O'Hara and Aaron Beck, O'Hara, Taylor, Sloan, Cassidy, Beck, PLLC, 25 Town Center Blvd., Suite 201, Covington, KY 41017, mohara@oharataylor.com and aaronbeck@oharataylor.com.

H. "Class List" means a written list(s) or file(s) setting forth, at minimum, the following information for all Class Members: name of Class Member; address of Class Member; dates in the Class; summary payment history, interest rate, and applicable Residential Property owner as of the Implementation Date.

I. "Class Members" means all Persons in Subclass A of the Class. This term includes those named Plaintiffs identified in the Second Amended Complaint previously filed in this Action who meet the Subclass A definition and who execute this Settlement Agreement.

J. "Class Notice" means the notice approved by the Court to be sent to Class Members notifying them of the Settlement and their rights under this Settlement Agreement or as ordered by the Court.

K. "Court" means the Court of Common Pleas for Brown County, Ohio hearing the Action.

L. "Deed" has the meaning set forth in Section 1.1.

M. "Defendants" means all defendants in the Action, including Thomas Partin, Melissa Partin, Brush Creek Motor Sports Complex, LLC, Heritage Unlimited, LLC, Capital Investment Priorities, Ltd., DECA Management, Inc., Equity Trust Company Custodian FBO Thomas Partin IRA, Gary Rowland, Regal Partnership, E.T.C. Custodian FBO Edmond Taylor IRA, and Property Works, Inc.

N. "Defendants' Counsel" means Alan H. Abes, Dinsmore & Shohl LLP, 255 E. 5th St., Suite 1900, Cincinnati, OH 45202, alan.abes@dinsmore.com, Richard L. Goettke, Rose & Dobyns, 97 N. South Street, Wilmington, OH 45177, rgoettke@rosedobyns.com, and, as to the Taylor Defendant only, Andrew P. George, 530 N. Broadway Street, Lebanon, OH 45036.

O. “Deficiency Balance” has the meaning set forth in Section 1.7.

P. “Final Judgment” means the Court’s final judgment, entry, or order approving the Settlement in final form and dismissing the Action as to Subclass A without prejudice pending a Notice of Compliance, after which the Court shall dismiss the Action with prejudice as to Subclass A in accordance with this Settlement Agreement.

Q. “Final Transfer Date” has the meaning set forth in Section 1.5.

R. “Implementation Date” has the meaning set forth in Section 2.1.

S. “Mortgage” has the meaning set forth in Section 1.1.

T. “Notice of Compliance” means the Parties’ filing with the Court certifying that the implementation process for the Settlement Benefits has been concluded.

U. “Note” has the meaning set forth in Section 1.1.

V. “Person” means an individual or entity and all of his/her or its Related Parties.

W. “Plaintiffs” means all named plaintiffs in the Action who are in Subclass A, as provided on the Class List.

X. “Preliminary Approval Order” has the meaning set forth in Sections 3.1 and 3.2.

Y. “Property Insurance Obligation” has the meaning set forth in Section 1.2(b).

Z. “Recalculation Date” means the date within two weeks of the Final Judgment by which all class members’ remaining principal and interest is recalculated and fixed in place for purposes of executing the Transfer Documents according to the terms of this Agreement.

AA. “Related Parties,” as to an individual, means the individual’s heirs, estates, trusts, past, present and future beneficiaries, next of kin, agents, attorneys, insurers, representatives, administrators, executors, successors, assigns, or anyone else claiming on his or her behalf.

BB. “Related Parties,” as to an entity, means each of the entity’s present or former divisions, affiliates and any other Person sharing control or ownership, and each of the entity’s present or former employees, officers, directors, shareholders, parents, members, partners, subsidiaries, corporations, principals, agents, representatives, insurers, attorneys, assignors, assigns, predecessors, predecessors-in-interest, successors, successors-in-interest, assignees, consultants, vendors and collection agencies.

CC. “Released Claims” has the meaning set forth in Section 6.1.

DD. “Released Persons” means the Defendants and each of their Related Parties.

EE. “Residential Agreements” means the operative residential agreements executed by the Defendants and the Subclass A members (Class Members), largely, if not exclusively, entitled Rent To Own or Lease With Option To Buy.

FF. “Residential Property” or “Residential Properties” means the residential property subject to the Residential Agreements for each Class Member.

GG. “Retroactive Date” shall be October 1, 2025, and, subject to the other terms of this Settlement Agreement, is the date by which the 7.5% interest rate as established in Section 1.2(a) shall be effective and shall be the ending date for calculation of the one and one-half percent (1.5%) reduction per year of the principal debt.

HH. “Settlement” means the terms of settlement set forth in this Settlement Agreement.

II. “Settlement Benefits” means the benefits set forth in Section 1, including all subsections.

JJ. “Subclass A” has the meaning set forth in Section I.F above.

KK. “Taylor Defendant” means E.T.C. Custodian FBO Edmond Taylor IRA, a defendant in the Action.

LL. “Total Monthly Payment” has the meaning set forth in Section 5.1.

MM. “Transfer Date” has the meaning set forth in Section 1.5.

NN. “Transfer Documents” has the meaning set forth in Section 1.1.

II. Background

A. In the Action, Plaintiffs assert that Defendants engaged in certain unlawful practices in connection with the lease or sale of Residential Property to Plaintiffs.

B. As set forth more fully in the operative Second Amended Complaint filed in the Action, Plaintiffs assert class claims as set forth in “Count 1,” violations of R.C. chapter 5313; “Count 2,” violations of R.C. chapter 5321; “Count 3,” violations of the Ohio Consumer Sales Practices Act (R.C. 1345.01 *et seq.*); “Count 5,” violations of the Ohio Residential Mortgage Lending Act (R.C. 1322.01 *et seq.*); “Count 6,” violations of R.C. 1345.031; “Count 7,” violations of the Truth in Lending Act (15 U.S.C. 1639–1640); and “Count 9,” violations of R.C. 1349.41. Plaintiffs also assert individual claims as set forth in “Count 4,” Fraud; and “Count 8,”

Breach of Contract. Plaintiffs seek monetary, declaratory, and injunctive relief for themselves and, as to the Claims asserted by the Class, for a class of similarly situated persons.

C. Defendants dispute the claims asserted in the Action and deny any violation of law or other wrongdoing. At the time of execution of this Settlement Agreement, Defendants filed a motion for partial summary judgment as to all the class claims asserted by the separate Subclass B, and would have asserted similar arguments against Subclass A had the parties not settled the claims of the Class at issue here.

D. Prior to agreeing to the terms of this Settlement, Class Counsel conducted extensive discovery, investigation, and evaluation of the facts and law related to the claims asserted in the Action, including any defenses anticipated or asserted to date.

E. Taylor Defendant also asserted crossclaims for indemnity and/or contribution against Defendants Thomas Partin, Melissa Partin, and Heritage Unlimited, LLC, which such defendants denied subject to their separate, private indemnity agreement.

F. Plaintiffs, individually and on behalf of the Class, and Defendants wish to resolve the Claims asserted in the Action, including all crossclaims.

G. Counsel for the Parties engaged in extensive arm's-length negotiations prior to entering into this Settlement Agreement, including three full mediation sessions held with two separate independent mediators. The Parties reached agreement on the Settlement with the active assistance of the independent mediators.

H. This Settlement Agreement sets forth the terms and conditions for a proposed Settlement of the Claims of Subclass A that were or could have been asserted in the Action, as described more fully below.

I. Plaintiffs and Class Counsel believe that the Settlement, including its class notification procedures, is fair, reasonable and adequate, and agree to settle the Action pursuant to this Settlement Agreement after considering such factors as the substantial benefits to Plaintiffs and the Class Members and the attendant risks and uncertainties of litigation, as well as the difficulties and delays inherent in such litigation, including (a) the uncertainty inherent in establishing liability, (b) the uncertainty inherent in the various asserted theories of damage and other relief, (c) the uncertainty of the measure of damages, and (d) the desirability of implementing this Settlement Agreement promptly to provide effective relief to Plaintiffs and the Class Members.

J. By reaching this Settlement, Defendants do not admit or concede any violation of law, wrongdoing, liability, or improper conduct of any kind whatsoever in connection with any facts or Claims that were or could have been asserted against them in the Action, or in any other forum. Defendants wish to settle this Action because the Settlement will (a) avoid the expense

of continued litigation, (b) avoid the uncertainty of liability, damages, and other relief inherent in litigating the Claims asserted in the Action, and (c) resolve all Claims without further disruption to their lives and businesses.

III. Settlement Terms

NOW THEREFORE, in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, and incorporating the Defined Terms and Background set forth above, the Parties stipulate and agree that the Action will be settled, compromised, and dismissed with prejudice on the following terms and conditions, subject to the approval of the Court:

1. Settlement Benefits to the Class and Related Obligations

1.1. The Residential Agreements shall terminate and be simultaneously replaced by a general warranty deed ("Deed") conveying the subject Residential Property to the applicable Class Member and an accompanying mortgage ("Mortgage") and note ("Note") to secure the Class Member's remaining payment obligation for the Residential Property. The Deed, Mortgage, and Note are referred to collectively as the "Transfer Documents."

1.2 The Transfer Documents shall be in substantially the same form as set forth on Exhibits A, B, and C hereto, subject to such modifications to which Class Counsel and Defendants' Counsel agree for the purpose of accomplishing the intent of this Settlement Agreement and the lawful transfer of the Residential Properties. For avoidance of doubt:

(a) the Mortgage term shall be fifteen (15) years, with payments amortized over the remaining term of the existing applicable Residential Agreement, and the Mortgage shall provide, among other provisions that are commercially standard in Ohio: a late fee of five percent (5%) after a payment is fifteen (15) days past due; default upon failure to comply with any term of the Mortgage for thirty (30) days; upon default, prior to filing any foreclosure action, Mortgagee must send a written notice specifying such default; commercially standard reinstatement language including a thirty (30) day right to cure; interest at the rate of seven and one-half percent (7.5%) on the principal amount due; a balloon payment for the remaining amount due after fifteen years; and payment mailed to the address supplied on Exhibit D or mailed to such other designated address or delivered to any drop box as Defendants may subsequently provide, by personal check, cashier's or certified check, or money order;

(b) A default under subparagraph (a) above shall include, but not be limited to: (i) failure to make a required payment on time; (ii) failure to maintain insurance on the Residential Property for its fair market value that names the applicable mortgagee as an additional insured and provides the mortgagee with timely written notice as to any unpaid or late insurance premium payment (the "Property Insurance Obligation"); or (iii) failure to pay all real estate taxes when due; and

(c) the Deed shall be a general warranty deed.

1.3. As of the Transfer Date, the principal amount each Class Member shall owe under the Mortgage and Note (the "Adjusted Principal Amount") shall be the principal amount then due under their Residential Agreement, less one and one-half percent (1.5%) per year for each full year the Class Member's Residential Agreement has been in effect, with a maximum reduction period of ten (10) years. In addition, each Class Member will receive a further reduction in the Principal Amount, which shall equal the amount of interest paid in excess 7.5% from the Retroactive Date to the Transfer Date. For any partial year not completed as of the Retroactive Date, the reduction shall be prorated for that contract year. Property taxes will also be pro-rated upon execution of the Transfer Documents. Defendants shall issue a check payable to the appropriate county treasurer in an amount equal to all unpaid 2025 property taxes, which are due in 2026, plus an amount equal to the fraction of the year of 2026 the Real Estate was in Defendants' name. The numerator will be the number of days in 2026 the Transfer date falls on, the denominator will be 365. The fraction will be multiplied by the total tax bill available for 2025. Example: If the Transfer Date is April 30, 2026 and the total tax bill for 2025 was \$1,000, 120 days divided by 365 days equals 32.877% times \$1,000.00 equals a proration of \$328.77 plus the entire 2025 tax bill.

1.4. Defendants shall record the Deeds in the applicable county and pay all required transfer fees. The sale price shall be the Adjusted Principal Amount unless Class Counsel and Defendants' Counsel agree after good faith consideration that a different amount is required to comply with law. The Parties agree further to cooperate in good faith as to any changes to the Transfer Documents required by an applicable county Recorder or county Auditor, or otherwise in conformance with standard real estate practices.

1.5. Each Class Member shall provide proof of compliance with the Property Insurance Obligation, satisfactory to the applicable mortgagee, prior to final execution, delivery, or recording of the Transfer Documents. Subject to and contingent upon providing such proof, the Transfer Documents shall be executed on one or more dates agreed by the Parties. Class Counsel shall schedule execution of the Transfer Documents with each Class Member as soon as practicable after the Implementation Date (each, a "Transfer Date") but, in no event later than ninety (90) days after the Implementation Date (the "Final Transfer Date"). If a Class Member fails to provide proof of compliance with the Property Insurance Obligation and execute the Mortgage and Note by the Final Transfer Date, Class Counsel shall so notify Defendants' Counsel and further notify the Plaintiff of a fifteen (15) day cure period to provide proof of compliance and execute the Transfer Documents. If the Class Member fails to cure fully within such fifteen (15) day period, the Defendants shall have all rights of a mortgagee under Ohio's laws governing mortgage foreclosure and shall be entitled to initiate foreclosure proceedings immediately based on the Parties' Residential Agreement. All releases under this Settlement Agreement shall remain in full force and effect notwithstanding any failure of a Class Member to comply with this Section 1.5 by the Transfer Date or by the end of the 15-day cure period.

1.6. As to Charles and Ticey Elliot, who obtained a deed and a mortgage subsequent to their original Residential Agreement, they will execute a Note and a mortgage modification agreement incorporating the Settlement Benefits and related obligations outlined above. Such mortgage modification agreement shall be in a form satisfactory to the Elliots and the owner of their Residential Property, shall be recorded, and shall be subject to the provisions of Section 1.5 above.

1.7 Notwithstanding any of the foregoing sections 1.1 through 1.6, no Class Member shall be entitled to any relief under such sections unless their payment obligations under an existing Residential Agreement are current as of the date designated as the Class Member's Transfer Date. By the tenth day of each month prior to the Implementation Date or such other date(s) as the Parties' counsel agree, Defendants shall provide to Class Counsel a list of all Class Members whose payment obligations are not current and the amount of the deficiency (the "Deficiency Balance"). Each Class Member with a Deficiency Balance shall fully cure the same by the Transfer Date. If the Class Member fails to cure fully by the Transfer Date, they shall not be entitled to the Transfer Documents and Defendants shall have the remedies as set forth in Section 1.5 above, including the right of foreclosure as a mortgagee for failure to comply with the terms of their Residential Agreement (and in the Elliots' case, the terms of their existing mortgage). If a Class Member disputes the Deficiency Balance, the Parties shall exchange records sufficient to support their position and attempt in good faith to reconcile the disagreement. If the Parties still cannot reach an agreement as to the same, all such disputes shall be resolved by the Court in the Action. All releases under this Settlement Agreement shall remain in full force and effect notwithstanding any failure of a Class Member to comply with this Section 1.7.

1.8 As to any Deed for which neither Thomas Partin nor Melissa Partin is the person or entity transferring title, in addition to the Grantor, Thomas Partin and Melissa Partin guarantee the Deed's general warranty covenants, subject to: (i) all legal highways; (ii) easements, restrictions, covenants, and conditions of record; (iii) applicable zoning and other ordinances, regulations, and rights of tenants; and (iv) installments of taxes and assessments due and payable after the date of the Deed.

2. Implementation Date

2.1 This Settlement Agreement shall become binding as of thirty-one days after the Court's entry of a Final Judgment, or if an appeal has been sought, the expiration of thirty-one days after the disposition of any such appeal if the Final Judgment is affirmed (the "Implementation Date"). If this Settlement Agreement does not become binding, it shall be deemed null and void, shall be without prejudice to the rights of the Parties, and shall not be used in subsequent proceedings in the Action or in other litigation or another forum.

3. Procedures for Preliminary Settlement Approval

3.1 Preliminary Settlement Approval

Upon full execution of this Settlement Agreement or at such other time as directed by the Court, the Parties shall file a joint motion requesting that the Court enter a Preliminary Approval Order.

3.2 Description of Preliminary Approval Order

The Parties' joint motion for a Preliminary Approval Order should seek from the Court the following relief:

- (a) Find on a preliminary basis that the Settlement is fair, adequate, and reasonable;
- (b) Provide that Plaintiffs and Class Counsel fairly and adequately represent and protect the interests of the Class Members;
- (c) Stay any proceedings in the Action as to Subclass A unrelated to Settlement and enjoin prosecution of any Claims by Class Members who do not timely and validly exclude themselves from this Settlement;
- (d) Approve, as being in compliance with the due process rights and other rights of Class Members, the plan of notice set forth herein and the contents of the Class Notice, and find that the Class Notice is the only notice of the Settlement required to be made to Class Members;
- (e) Provide a clearly disclosed right to object to the Settlement;
- (f) Direct that Defendants provide the Class List to Class Counsel as specified above, subject to the Parties' continuing efforts to cooperate to finalize the Class List to their mutual satisfaction;
- (g) Direct that Class Members be notified of the terms of the proposed Settlement by having Class Counsel mail the Class Notice to Class Members by first-class mail, postage prepaid to their last known addresses as indicated in the Parties' records, with a request for a forwarding address, within twenty eight (28) days of the Preliminary Approval Order or such other date ordered by the Court, and that if the Class Notice is returned with a forwarding address, Class Counsel shall mail the Class Notice to the forwarding address within five (5) days of receipt, and;
- (h) Set a date for the Approval Hearing consistent with the timelines in this

Settlement Agreement to determine the entry of a Final Judgment and such other matters as the Court may deem necessary and appropriate, including the prospective Attorney Fee and Expense Award.

3.3 Class Notice Report

Before or at the Approval Hearing, the Parties shall present to the Court a written statement from Class Counsel that it mailed Class Notices in compliance with the Preliminary Approval Order.

4. **Objections, Exclusions, and Appeal**

4.1 Exclusion and Objection Rights

- (a) Any Class Member may, if he or she desires, object to the Settlement by filing with the Court and serving on Defendants' Counsel and Class Counsel a written objection containing the Class Member's name, current address and signature, and the name and caption of this Action and reason for objection. Any such Objection must be filed with the Brown County Clerk of Courts no later than twenty-eight (28) days after the date of mailing on such notice.
- (b) Any Class Member who timely filed and served a written objection to the Settlement may enter an appearance at the Approval Hearing either personally or through counsel.
- (c) Any class member who has not opted out pursuant to the Opt-Out Notice sent to Class Members pursuant to Court's Order of August 22, 2025, whether supporting or opposing the Settlement, shall have the right to attend the Approval Hearing and participate to the extent permitted by the Court.
- (d) Any class member who has not opted out pursuant to the Opt-Out Notice sent to Class Members pursuant to the Court's Order of August 22, 2025, whether supporting or opposing the Settlement, shall have the right to attend the Approval Hearing and participate to the extent permitted by the Court.

4.2 Effect of Request for Exclusion or Failure to Serve and File a Request for Exclusion

All proceedings, orders and judgments, including the Final Judgment entered in the Action, and the Release of Claims and Covenant Not to Sue contained herein, whether favorable

or unfavorable to the Class Members, shall be binding on all Class Members who have not validly excluded themselves from the Class, even if such Class Members object to the Settlement, and even if such Class Members have pending, or subsequently initiate, litigation against one or more Defendants or any other Released Person relating to the Released Claims. Any Class Member who does timely file a written request for exclusion in compliance with the Court's Order of August 22, 2025 shall be excluded from the Class and participation in the Settlement and, accordingly, shall not be entitled to receive the Settlement Benefits.

4.3 Objections to Settlement

Any Class Member who has not filed a written request for exclusion from the Class and who wishes to object to the fairness, reasonableness, or adequacy of this Settlement Agreement, the proposed Settlement, or the Attorney Fee and Expense Award, must file with the Court and serve on Defendants' Counsel and Class Counsel, no later than twenty eight (28) days following the initial mailing of the Class Notice, a written statement of the objection, stating the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention, and proffering any evidence the Class Member wishes to introduce in support of the objection. Class Members may object either on their own or through an attorney hired at their own expense. To appear at the Approval Hearing, such attorney must, prior to the date of the Approval Hearing, file a notice of appearance with the Court and serve a copy of such notice on Defendants' Counsel and Class Counsel.

Any Class Member who fails to comply with the provisions for objecting to the Settlement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders, and judgments in the Action.

4.4 Appeal

If the Final Judgment is appealed by any Class Member, the Parties shall each bear their own attorney fees, costs, and expenses in responding to such appeal. Such attorney fees, costs, and expenses may be sought against the appealing party from the appropriate court as allowed by law. Provided, however, Plaintiffs' counsel will be entitled to fees for all time reasonably expended in successfully defending the Settlement Agreement on appeal.

5. Procedures for Application of Settlement Benefits

5.1 By the Recalculation Date or such other date as the Parties' counsel agree, Defendants shall provide to Class Counsel a list of all Class Members containing their name, address, principal amount owed under their current Residential Agreement, Adjusted Principal Amount owed under Section 1.3, and the total monthly payment due including 7.5% interest on the Adjusted Principal Amount (the "Total Monthly Payment").

5.2. The initial Total Monthly Payment shall be due and payable within thirty (30) days after the Transfer Date in accordance with written instructions provided by Defendants and, thereafter, subsequent Total Monthly Payments shall be due by the first day of each month, subject to any modification of such date agreed by the applicable Class Member and Defendant Residential Property owner or his/her/its assignee.

5.3 All other procedures shall be as specified elsewhere in this Settlement Agreement. The Parties shall cooperate in good faith to resolve any issues not addressed in, or anticipated by, this Settlement Agreement.

6. Effect of Settlement

6.1 Release of Claims

Upon the Implementation Date: (a) Plaintiffs and all Class Members forever release and discharge the Released Persons from and against any and all Claims, and from and against all damages or penalties and declaratory, injunctive, equitable, or other relief of any kind whatsoever arising from or related to the facts asserted in the Action, whether known or unknown, foreseen or unforeseen and which have accrued at or before the date of the Final Judgment, provided, however, that Plaintiffs and all Class Members forever waive, release, and discharge any and all claims against the Released Persons arising out of or relating to the form or validity of the Transfer Documents or any Defendant's compliance with law in soliciting, offering, executing, recording, or relying on any Transfer Documents or this Settlement Agreement; and (b) Taylor Defendant forever releases and discharges the remaining Released Persons from and against any and all Claims, including all crossclaims, and from and against all damages or penalties and declaratory, injunctive, equitable, or other relief of any kind whatsoever arising from or related to the facts asserted in the Action, whether known or unknown, foreseen or unforeseen. The foregoing subsections (a) and (b) set forth in this Section 6.1 are, collectively, the "Released Claims."

6.2 Covenant Not to Sue

Upon the Implementation Date, Plaintiffs and all Class Members agree that they, acting individually or together, shall not institute, maintain, or prosecute any suit, action, or proceeding of any kind or in any forum whatsoever asserting any of the Released Claims.

6.3 Failure to Receive Class Notice

The failure of any Class Member to receive a Class Notice or any other document described in this Settlement Agreement shall not be a basis for invalidating the Settlement, this Settlement Agreement or any order entered pursuant thereto, and the Settlement shall nevertheless be binding and the Final Judgment effective.

7. Class Counsel's Attorney Fee and Expense Award

7.1 Amount

Unless the Parties stipulate subsequently to a fixed amount of attorney fees, costs, and expenses subject to Court approval, Class Counsel may apply to the Court for a reasonable attorney fee, cost, and expense award in connection with their representation of Subclass A, as and for reasonable attorney fees, costs, and expenses through the conclusion and final dismissal of Subclass A from this Action with prejudice, including the Final Judgment and Notice of Compliance (the "Attorney Fee and Expense Award"). Defendants may contest Class Counsel's application. Class Counsel will provide Defendants' Counsel with documents supporting their proposed application at least fourteen (14) days prior to filing the application so the Parties may negotiate in good faith.

7.2 Payment

Whether the Attorney Fee and Expense Award is agreed by the Parties or awarded by the Court after a contested application, Class Counsel agrees that Defendants may pay the Attorney Fee and Expense Award in four equal installments every ninety (90) days beginning on the Implementation Date until paid in full. The Attorney Fee and Expense Award shall otherwise be paid to Class Counsel as ordered by the Court or as agreed by the Parties. The Parties Agree that, except for the Attorney Fee and Expense Award, no further fees or expenses shall be payable by Defendants, provided that Class Counsel may move for an additional reasonable fee award for all time reasonably spent in enforcing the terms of this settlement and/or any fee award.

8. Cost of Settlement Administration

As part of the Attorney Fee and Expense Award, Class Counsel may apply for reimbursement of reasonable and necessary costs of settlement administration actually and reasonably incurred, including mailing costs or other out-of-pocket vendor costs, but not including internal costs or overhead. Costs of settlement administration do not include any attorney fees, expenses, costs, or disbursements incurred by any person or entity other than Class Counsel, including such amounts incurred by any Class Members.

9. Dismissal with Prejudice

Within thirty (30) days after substantial completion of the Settlement Benefits set forth in Section 1 above, the Parties shall file a Notice of Compliance with the Court. Within ten (10) days of filing the Notice of Compliance, the Final Judgment shall be converted to a dismissal of the Action with prejudice as to Subclass A absent a timely motion to enforce this Settlement Agreement brought by Plaintiff or a Class Member. If such a motion is filed, the Action shall be dismissed with prejudice once the motion is withdrawn or the Court determines compliance with

this Settlement Agreement.

11. Additional Terms

11.1 Strict Performance; No Waiver

The failure of any Party to insist upon the strict performance of any provision of this Settlement Agreement shall not be deemed a waiver of any other provision of this Settlement Agreement or the strict performance thereof.

11.2 Best Efforts

The Parties shall cooperate fully with each other and shall use their best efforts to obtain Court approval of this Settlement Agreement and to implement the Settlement in good faith.

11.3 Arm's-Length Transaction; No Reliance

The Parties negotiated the terms and conditions of this Settlement Agreement at arm's-length. All terms and conditions are material to this Settlement Agreement and have been relied upon by the Parties. The Parties, with the advice of counsel, relied wholly upon their independent investigation, judgment, belief, and knowledge in making this Settlement Agreement and did not rely on any statement or representation made by any other Party.

11.4 Joint Participation

Each Party participated jointly in drafting this Settlement Agreement. Therefore, the terms of this Settlement Agreement shall not be construed against any Party by virtue of draftsmanship.

11.5 Counterparts

This Settlement Agreement may be executed in counterparts that, together, form one instrument for all purposes. Photocopies, facsimiles, or digital or electronic scans of execution copies shall be treated as originals.

11.6 Beneficiaries

This Settlement Agreement shall inure to the benefit of the Parties and the Released Persons. This Settlement Agreement may be enforced and relied upon by any Released Person without the aid or participation of any Party. All Released Persons other than a Party are intended third-party beneficiaries of this Settlement Agreement.

11.7 No Other Third-Party Beneficiaries

Except as set forth in Section 11.6, this Settlement Agreement does not confer any rights, benefits, or remedies or delegate any duties, obligations, or undertakings for or upon any third party as a beneficiary of this Settlement Agreement.

11.8 Further Acts

Each of the Parties, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Settlement Agreement.

11.9 Captions and Headings

The captions and headings of the sections of this Settlement Agreement are for convenience only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.

11.10 Governing Law

This Settlement Agreement shall be governed by the laws of the State of Ohio.

11.11 Notice to Counsel

Notices to counsel shall be made as follows:

- (a) If to Plaintiffs or Class Members, then to Class Counsel.
- (b) If to Defendants, then to Defendants' Counsel, with a copy to the Taylor Defendant's Counsel.

11.12 Computation of Time

All time periods set forth herein shall be computed in calendar days unless otherwise provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

11.13 Entire Agreement; Waiver, Modification, Amendment

No representations, warranties, or inducements have been made to any of the Parties to this Settlement Agreement, other than those representations, warranties, and covenants expressly set forth herein. This Settlement Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior negotiations and understandings between the Parties shall be deemed merged into this Settlement Agreement. No waiver, modification, or amendment of the terms of this Settlement Agreement, other than extensions of time agreed by the parties, shall be valid or binding unless in writing, signed by all Parties, and, as necessary, approved by the Court. Unless the Court orders that such a waiver, modification, or amendment of the terms of this Settlement Agreement materially affects the rights of the Class Members and, therefore, orders additional notice to the Class Members, no subsequent or additional notice to the Class Members shall be required.

11.14 Attorneys Consulted

The Parties discussed this Settlement Agreement with their respective attorneys and understand all of its provisions.

11.15 Taxes

Tax liability for the Settlement Benefits is the sole responsibility of the recipients. Plaintiffs, individually and for the Class Members, acknowledge that they did not rely on any advice, statements, or representations by Defendants, Defendants' Counsel, or Class Counsel as to the tax effects of this Settlement Agreement or any sums or benefits received.

11.16 Modification by Court

The Parties will cooperate to amend this Settlement Agreement in conformance with the Court's modification of any term hereunder to the extent the Parties consent to such modification and consider an amendment necessary notwithstanding the Court's order.

11.17 Construction of Settlement Agreement

Unless otherwise indicated, Defined Terms include the plural as well as the singular. Reference to any law, rule, or regulation includes any amendment, modification, or successor thereto. The words "include," "includes," and "including" are not limiting and shall be deemed to be followed by the words "without limitation" whether or not followed by such words or words of like import. The terms "hereof," "herein," "hereunder," and comparable terms refer to this entire Settlement Agreement and not to any particular article, paragraph, section, or other subsection or subdivision thereof. The words "and" and "or" shall be construed conjunctively and disjunctively as necessary to make a provision inclusive rather than exclusive. The words "and" and "all" shall be construed to include "each" and "each and every."

ONLY SIGNATURES TO FOLLOW

Plaintiff Charles Elliot

✓

Date:

2/20/2026

Plaintiff Tacey Elliot

✓

Date:

2/20/2026

Plaintiff Tyrea Bragg

Date:

1/13/26

Class Counsel John Woliver

Date

3/10/2026

Class Counsel Michael O'Hara

Date

3/10/2026

Class Counsel Aaron Beck

Date

3/10/2026

Defendant Thomas Partin

Date

2/3/24

Defendant Melissa Partin

Date

2-3-26

Defendant Brush Creek Motor Sports Complex, LLC

By: _____

Printed Name: Thomas Partin

Its: AUTHORIZED REPRESENTATIVE

Date: _____

2-3-26

Defendant Heritage Unlimited, LLC

By: _____

Printed Name: Thomas Partin

Its: AUTHORIZED REPRESENTATIVE

Date: _____

2-3-26

Defendant Capital Investment Priorities, Ltd.

By: _____

Printed Name: Thomas Partin

Its: AUTHORIZED REPRESENTATIVE

Date: 2-3-26

Defendant DECA Management, Inc.

By: _____

Printed Name: Thomas Partin

Its: AUTHORIZED REPRESENTATIVE

Date: 2-3-26

Defendant Equity Trust Company Custodian FBO Thomas Partin IRA

By: _____

Printed Name: Thomas Partin

Its: AUTHORIZED REPRESENTATIVE

Date: 2-3-26

Defendant Gary Rowland

Date

Defendant Regal Partnership

By: _____

Printed Name: _____

Its: _____

Date: _____

Defendant E.T.C. Custodian FBO Edmond Taylor IRA

By: Edmond R Taylor

Printed Name: _____

Its: _____

Date: _____

Defendant Property Works, Inc.

By: _____

Printed Name: _____

Its: _____

Date: _____

Defendants Counsel Alan Abes

Date

Defendant Regal Partnership

By: _____

Printed Name: _____

Its: _____

Date: _____

Defendant E.T.C. Custodian FBO Edmond Taylor IRA

By: _____

Printed Name: _____

Its: _____

Date: _____

Defendant Property Works, Inc.

By: _____

Printed Name: _____

Its: _____

Date: _____

Defendants Counsel Alan Abes

Date

Defendants Counsel Richard Goettke

Richard Goettke by Alex H. Olson per e-mail authority 3/10/26

3/10/26

Date

Defendant Counsel Andrew George

Andrew George

3/12/2026

Date

**BROWN COUNTY COMMON PLEAS COURT
BROWN COUNTY, OHIO
CASE NO. 2020-0399**

TINA MARCK, et al. Plaintiffs,	:	JUDGE SCOTT T. GUSWEILER Mag. Kenneth Zuk
	:	
v.	:	
	:	
THOMAS PARTIN, et al. Defendants.	:	NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND RIGHTS OF SUBCLASS A MEMBERS
	:	
	:	
	:	
	:	

1. Why Are You Receiving This Notice

You have previously received Notice that the class action lawsuit (captioned above) was pending in Brown County Court of Common Pleas and that you had been identified as a member of Subclass A by virtue of the fact that you remain in your home for which you entered into a contract with any of the Defendants and are attempting to continue performing under those contracts. This Notice is being provided to you in accordance with Rule 23 of the Ohio Rules of Civil Procedure on behalf of the Plaintiffs/Class Representatives and the Defendants in this class action ("the Action"). The purpose of this notice is to inform you that the Parties have reached a settlement of all claims asserted on behalf of all members of Subclass A.

The Parties' Joint Motion for Preliminary Approval of Class Action Settlement for the claims made by Subclass A members was filed with the Court on March 13, 2026 and preliminary approval was granted by the Court of Common Pleas on March 13, 2026. The Court has scheduled a final approval hearing on April 16, 2026, at 9:00 am.

The Subclass A Class Representatives, Counsel for Plaintiffs and the class, and the Defendants and their counsel have entered into a proposed settlement of all claims raised in the Action against all of the Defendants. A summary of the terms of the Settlement Agreement are provided below. You may view the entire Settlement Agreement and selected related Pleadings on the website that has been set up for this litigation and can be found on-line at the following website: <https://BrownCountyOhioClassAction.com> . All pleadings in this Action can be viewed during normal business hours at the office of the Brown County Clerk of Courts, 101 S. Main St. Georgetown, Ohio 45121, during regular business hours.

2. What Claims Were Made In The Lawsuit and Defenses Raised

The individual class representatives asserted for themselves and on your behalf that the Defendants violated your rights under Ohio's laws governing the sale and financing of

Ex.
B

residential property when Defendants, using contracts entitled Rent to Own or Lease with Option to Buy, sold you the residence you currently occupy. Plaintiffs claim that these transactions and the manner in which they were administered and serviced by Defendants violated various state and federal laws that govern the sale and mortgaging of residential property. Specifically, it was Plaintiffs' contention that Defendants' contracts and practices violated, among other Ohio statutory provisions, Ohio's Residential Mortgage Lending Act, Ohio Consumer Sales Practices Act, Ohio Nonbank Mortgage Lender Law, and Ohio Consumer Sales Practices Act. Plaintiffs also claimed that these contracts and Defendants' practices also violated federal Truth in Lending Act (TILA), Home Ownership Equity Protection Act ("HOEPA"), and Consumer Credit Disclosure Act.

The Defendants have denied all of these claims. They assert, among other defenses, that these contracts and the manner in which they administered are not in the nature of a residential property sale, that they are subject only to Ohio's Landlord Tenant laws and that they are in compliance with all applicable laws.

As you have previously been notified, on July 25, 2023, the Common Pleas Court in Brown County previously certified this action to proceed on behalf of "All persons who entered into a "Rent-to-Own" or "Lease with Option to Buy" agreement with any Defendant to rent and/or purchase of residential real property in Ohio. . ." You have been identified as part of Subclass A, which includes: "All individuals who fit the Class Definition and who continue to perform under such contract." The proposed Settlement Agreement includes all claims asserted on behalf of your Subclass A. Leading up to and following the Certification of the Subclasses, the parties have engaged in extensive discovery including multiple depositions of the parties and exchanges of thousands of pages of documents. That discovery led to the Proposed Settlement Agreement.

On March 13, 2026, the Court entered an Order preliminarily approving the Proposed Settlement Agreement, requiring the Parties to send notice to all Subclass A members, and scheduled a hearing regarding the adequacy and fairness of the Agreement for April 16, 2026, at 9:00 am.

Summary of Terms of the Settlement

The Settlement Agreement includes the following, among other terms:

1. The Contracts between the parties will be replaced by deeds issued by Defendants secured by mortgages and promissory notes on the residential property described in each Contract for all Plaintiffs and class members who are current in their payment obligations to Defendants. This will occur on what is described as the "Final Transfer Date."
2. The new interest rate on the remaining payment obligation of Plaintiffs and Class Members to Defendants under shall be reduced from the prior 12% per annum rate under the Contracts to 7.5% calculated retroactive to October 1, 2025, under the mortgages and promissory notes.

3. The balance due to Defendants under the new mortgage agreements shall be the remaining balance payable and owing to Defendants under the existing Rent-to-Own and a Lease-with-Option-to-Buy Contracts adjusted as follows. For each year a Plaintiff or Class Member has paid Defendants under the Contracts up to October 1, 2025, the balance due shall be reduced by 1.5% multiplied by each year or part of a year the Contract was in existence up to a maximum of ten years. The balance owed on each Contract payable to Defendants shall be further reduced by the difference between the 12% interest rate paid on each Contract from October 1, 2025, to the Final Transfer Date and the established 7.5% interest rate for the same period.
4. Defendants will be responsible for payment of all real estate property taxes calculated up to the Final Transfer Date which would be owing and due on each parcel of real estate. The property tax payments will be made by Defendants by issuing checks payable to the appropriate county treasurer covering all tax periods up until the transfer date. By illustration, if the Final Transfer Date were May 1, 2026, Defendants would pay all taxes covering the July 1, 2025-December 31, 2025 period owing and due in July, 2026, and the proportionate amount of taxes covering January 1, 2026-April 30, 2026 period owing and due in February 2027.
5. Each Plaintiff and Class Member shall be responsible for securing property and casualty insurance for the property transferred to that Plaintiff or Class Member. Such insurer shall name the appropriate Defendant who is the obligee on the mortgage agreement as an additional insured.
6. The amount owing and due to Defendants under the mortgage agreement and promissory note, financed at the rate of 7.5% per annum, shall be for a period of fifteen years commencing at the Final Transfer Date.
7. Any ongoing dispute between the parties concerning whether a Plaintiff or Class Member is current under the Contract, or as the amount due under the Contract, shall be resolved by this Court.
8. The Agreement allows for the Plaintiffs' counsel to Petition the Court for an award of attorney fees and costs. Such an award if and when it is made, will not in any way reduce the financial benefit to any Subclass A Member. Such fees and compensation will, if and when ordered, be paid directly by Defendants.

Summary of Financial Benefits to Subclass A Members

Based on records supplied by Defendants and otherwise discovered by Plaintiffs through this lawsuit, Plaintiffs calculate that Subclass A Members collectively will have their principal balance lowered by approximately \$371,480.39, which is an average of \$6,296.28 per Subclass A Member. Additionally, Plaintiffs calculate that the value of the lowered interest rate (reducing all contracts interest charges from 12% to 7.5%) for the Class for

the remainder of the mortgage terms in the aggregate will be approximately \$3,359,768.30, which is an average financial benefit for each Subclass A Member of \$56,945.23 over the remaining term of new contract. All Subclass A members will receive similar financial benefits as all are subject to identical principal and interest rate adjustment formulas. It is important to understand that some class members will be getting less than these average amounts and some will receive more, depending on your circumstances.

Please Note - No opinion or advice concerning whether there are and the extent of any potential tax consequences of the proposed Settlement to individual Subclass A Members is being given or will be given by the Parties or their counsel. Each Subclass A Member's tax obligations and the determination thereof is the sole responsibility of each Class Member and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Subclass A Member.

Your Rights as A Member of Subclass A

1. Right to Object. As a Member of Subclass A your rights are affected by the Settlement summarized above. As such you have the right to object to the Proposed Settlement Agreement. You may do this by filing your written objections in the case of *Marck et al, vs. Thomas Partin et al*, Brown County Court of Common Pleas Case No: 2020-0399. You should explain specifically what your objection(s) is/are, stating the reasons for each objection. You are not required to have a lawyer to do this, but you have a right to have counsel of your choosing to represent you regarding your objections, but fees for your own counsel will be your responsibility. Your objections should either be mailed or delivered to: Brown County Clerk of Courts, 101 S. Main St. Georgetown, Ohio 45121. Objections must be received by the Court on or prior to April 15, 2026.

Unless the Court Orders Otherwise, Any Class Member Who Does Not Object Within The Time And In The Manner Set Out Above Shall Be Deemed To Have Waived Any Objections To The Settlement And Will Not Be Allowed To Present Objections At The Hearing.

Copies of any objections must be mailed by first class mail or emailed to following counsel for the parties:

Counsel for Plaintiff and Class:

John Woliver
Attorney for Plaintiffs
204 North Street
Batavia, OH 45103
Tel: (513) 732-1632
Fax: (513) 732-1639
jwoliver@fuse.net

Counsel for Defendants:

Alan H. Abes
DINSMORE & SHOHL LLP
Attorney for Defendants
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
Phone: (513) 977-8149
Alan.abes@dinsmore.com

2. **Right to Participate in Hearing.** You have right, with or without an attorney, to attend and participate in the hearing scheduled for April 16, 2026, at 9:00 am., at which the Court will consider all objections timely filed with the Court and consider whether the Proposed Class Settlement Agreement fair, reasonable and adequate and should receive final approval. All orders and judgments entered by the Court regarding the Settlement, including whether to accept or reject an objection, are binding on all Subclass Members who have not opted out.
3. **Right to Opt Out.** You previously received notice of the pendency of this Class Action and were given an opportunity to opt-out of the litigation. At that time, you chose not to opt-out. You are not obligated to file anything with the Court if you are satisfied with Proposed Class Settlement Agreement and have not opted out or excluded yourself from the litigation. However, you have the right once again to opt out should you desire to do so. If you opt-out you will not be bound by any decision made or order entered in this case. However, if you choose to opt-out now and the Court approves the Settlement or otherwise enters future Orders or Judgments that would benefit the Class, you will not be able to receive the benefit of any such order.

To opt out at this time and exclude yourself from any settlement or future orders relating to this case, you must complete the enclosed Opt-Out Form, and file it with the court by mailing or delivering it to the Brown County Clerk of Courts, 101 S. Main St. Georgetown, Ohio 45121, on or before April 13, 2026.

What Happens If The Court Approves the Proposed Settlement

If the Settlement is approved, you will be notified of the time and location each Subclass A Member will meet with counsel and execute necessary papers and receive new amortization schedules that reflect the reduction in principal, interest and monthly payments as set out in the Settlement Agreement.

Additional Information

Please do not contact the Court or the Clerk of Court with questions or request for information.

If you have additional questions or need more information you should feel free to contact counsel of the parties listed above. Also, you can go online to the litigation website at <https://BrownCountyOhioClassAction.com>

Dated: March ____, 2026

By Order of the Court

JUDGE SCOTT T. GUSWEILER