

DISTRICT COURT DOUGLAS COUNTY, STATE OF COLORADO 4000 Justice Way Castle Rock, CO 80109	DATE FILED November 3, 2025 4:54 PM FILING ID: B9F61D973FF0E CASE NUMBER: 2025CV31169
<b>Plaintiffs:</b> MICHELLE KLANN; and VILLA PINE DRIVE, LLC  v.  <b>Defendants:</b> MICHAEL J. LINDELL; and MY PILLOW, INC.	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p>
<i>Attorneys for Plaintiffs:</i> Michel Williams, #19038 Michael T. Annerino, #52681 Senn Fortis LLC 1700 Lincoln St., #2100 Denver, CO 80203 Phone Number: (303) 298-1122 MWilliams@sennfortis.com MAnnerino@sennfortis.com	Case No.:  Div.:
<b>VERIFIED COMPLAINT</b>	

COMES NOW Plaintiffs Michelle Klann and Villa Pine Drive, LLC (together, “Plaintiffs”), by and through counsel, and for their Verified Complaint against the Defendants named herein, state and allege as follows:

**PRELIMINARY STATEMENT**

1. This matter arises from a short-term loan agreement between Defendants Michael J. Lindell (“Lindell”) and My Pillow, Inc. (“My Pillow,” together with Lindell, “Defendants”) and Plaintiffs Michelle Klann (“Klann”) and Villa Pine Drive, LLC, (“Villa Pine” and, together with Klann, “Plaintiffs”) to borrow funds in the amount of \$3,000,000.00. In consideration of the loan, Defendants agreed to pay the Plaintiffs \$500,000.00 in addition to the underlying short-term loan amount, subject to a Security Agreement and contemporaneously executed and incorporated Secured Promissory Note (“Note,” together with Security Agreement, “Agreements”), attached hereto as **Exhibit 1** and **Exhibit 2**, respectively. Upon Defendants’ default for failure to make payments on the Note, Defendants entered into a Settlement Agreement with Plaintiffs, attached hereto as **Exhibit 3**, in which Defendants acknowledged the delinquent status of the loan in its entirety and agreed to pay Plaintiffs \$10,300.00 daily for 489 consecutive banking days for a total

of \$5,036,700.00 to satisfy the material breaches made prior. Defendants have subsequently breached the Settlement Agreement by failing to make any payments as outlined therein. As such, Plaintiffs are seeking monetary damages as described herein and specific performance as to the relinquishment of title to properties and any other collateral held as a security interest as outlined in the Security Agreement and Secured Promissory Note.

### **PARTIES, JURISDICTION AND VENUE**

2. Plaintiff Michelle Klann is an individual domiciled in Maricopa County, State of Arizona. Klann entered into the Security Agreement and Secured Promissory Note which require interpretation and construal thereof according to the laws of the State of Colorado, including, but not limited to, the UCC, without regard to choice-of-law rules in any jurisdiction. Exhibit 1 at ¶ 16. Klann subsequently entered into the Settlement Agreement, agreeing that venue shall be proper only in the District Court for Douglas County, Colorado, and Colorado law shall apply, irrespective of any choice of law principles. Klann irrevocably consented to the aforementioned jurisdiction and venue in the event of litigation arising from or relating to the Settlement Agreement. Exhibit 3 at ¶ 8(g). The Security Agreement, Promissory Note, and Settlement Agreement were negotiated in the State of Colorado.

3. Plaintiff Villa Pine Drive, LLC is a Colorado limited liability company with its principal place of business at 6568 S Racine Cir., Centennial, Colorado 80111. Joseph Oltmann (“Oltmann”) is the sole member of Villa Pine Drive, LLC, and is domiciled in Colorado. Villa Pine entered into the Security Agreement and Secured Promissory Note which require interpretation and construal thereof according to the laws of the State of Colorado, including, but not limited to, the UCC, without regard to choice-of-law rules in any jurisdiction. Exhibit 1 at ¶ 16. Villa Pine subsequently entered into the Settlement Agreement, agreeing that venue shall be proper only in the District Court for Douglas County, Colorado, and Colorado law shall apply, irrespective of any choice of law principles. Villa Pine irrevocably consented to the aforementioned jurisdiction and venue in the event of litigation arising from or relating to the Settlement Agreement. Exhibit 3 at ¶ 8(g). The Security Agreement, Promissory Note, and Settlement Agreement were negotiated in the State of Colorado, and the payments due to Villa Pine were due in the state of Colorado.

4. On information and belief, Defendant Michael J. Lindell is an individual domiciled in Lufkin County, State of Texas. Lindell entered into the Security Agreement and Secured Promissory Note which require interpretation and construal thereof according to the laws of the State of Colorado, including, but not limited to, the UCC, without regard to choice-of-law rules in any jurisdiction. Exhibit 1 at ¶ 16. Lindell subsequently entered into the Settlement Agreement, agreeing that venue shall be proper only in the District Court for Douglas County, Colorado, and Colorado law shall apply, irrespective of any choice of law principles. Lindell irrevocably consented to the aforementioned jurisdiction and venue in the event of litigation arising from or relating to the Settlement Agreement. Exhibit 3 at ¶ 8(g).

5. Defendant My Pillow, Inc. is a Minnesota limited liability company with its Registered Office Address at 1550 Audubon Rd., Chaska, Minnesota 55318, and its Principal Executive Office Address at the same.<sup>1</sup> My Pillow entered into the Security Agreement and Secured Promissory Note which require interpretation and construal thereof according to the laws of the State of Colorado, including, but not limited to, the UCC, without regard to choice-of-law rules in any jurisdiction. Exhibit 1 at ¶ 16. My Pillow subsequently entered into the Settlement Agreement, agreeing that venue shall be proper only in the District Court for Douglas County, Colorado, and Colorado law shall apply, irrespective of any choice of law principles. My Pillow irrevocably consented to the aforementioned jurisdiction and venue in the event of litigation arising from or relating to the Settlement Agreement. Exhibit 3 at ¶ 8.g. Upon information and belief, Lindell is the founder and CEO of My Pillow and retains more than 50% of its shareholder votes.

6. Plaintiffs and Defendants (together, the “Parties”) entered into the Security Agreement and Secured Promissory Note which require interpretation and construal thereof according to the laws of the State of Colorado, including, but not limited to, the UCC, without regard to choice-of-law rules in any jurisdiction. Exhibit 1 at ¶ 16.

7. The Parties subsequently entered into the Settlement Agreement, which provides that, in the event of litigation arising out of the Settlement Agreement, venue shall be proper only in the District Court for Douglas County, Colorado, and that Colorado law shall apply, irrespective of any choice of law principles. Exhibit 3 at ¶ 8(g).

8. This action pertains to Defendants’ various breaches of the Security Agreement, Secured Promissory Note, and Settlement Agreement.

9. Venue in this Court is proper pursuant to C.R.C.P 98, as the Parties consented to this venue in the Settlement Agreement.

10. Personal jurisdiction is also proper pursuant to C.R.S. § 13-1-124 as the parties expressly agreed in the Security Agreement and Settlement Agreement that any dispute arising from or relating to the Agreements would be governed by the laws of the State of Colorado and an action would commence in the District Court for Douglas County, State of Colorado.

### **GENERAL ALLEGATIONS**

11. Plaintiffs incorporate all of the foregoing and subsequent allegations as though set forth fully herein.

12. On August 24, 2023, Defendants executed a Security Agreement and a Secured Promissory Note in favor of Plaintiffs Villa Pine and Klann. Exhibit 1 and Exhibit 2, respectively. The Security Agreement fully incorporates the Secured Promissory Note by reference. Exhibit 1

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<sup>1</sup> My Pillow, Inc. does not have a Registered Agent listed with the Office of the Minnesota Secretary of State. <https://mbportal.sos.mn.gov/Business/SearchDetails?filingGuid=52337245-94d4-e011-a886-001ec94ffe7f>

at ¶ 2.<sup>2</sup> Likewise, the Secured Promissory Note fully incorporates the Security Agreement by reference. Exhibit 2 at ¶ 3.<sup>3</sup>

13. As outlined in the Agreements, Defendants sought a short-term loan of \$3,000,000.00. In consideration of the loan, Defendants agreed to pay a financing payment of \$500,000.00, totaling \$3,500,000.00 in monies owed to Plaintiffs.

14. Pursuant to the Note, Defendants promised to pay Villa Pine the sum of \$1,200,000.00 with a total financing payment of \$200,000.00.

15. Defendants further agreed to pay Klann a sum of \$1,800,000.00 with a total financing payment of \$300,000.00.

16. As part of the consideration for the loan, Plaintiffs retained a secured interest in certain “Collateral” of which Lindell, or “Grantor,” represented and warranted to own free and clear of any mortgages, liens, or encumbrances. Specifically, as 100% owner in interest, Lindell granted a security interest in the assets of Prior Lake 40 Acres, LLC (“Prior Lake”) and Lindell Properties, LLC (“Lindell Properties,” together with Prior Lake, the “Collateral”). Exhibit 1; *see also* **Exhibit 4, Affidavit of Michael J. Lindell (“Lindell Affidavit”)**.

17. Lindell further warranted that Prior Lake 40 Acres owns the following real property, free and clear of any mortgages, liens, or encumbrances:

- a. 1632 FM 842, Lufkin, Texas 75901
- b. 1715 FM 842, Lufkin, Texas 75901
- c. 1716 FM 842, Lufkin, Texas 75901
- d. 2 parcels of land located on Red Fox Drive in Lakeville, Scott County, Minnesota, with Parcel ID Numbers 089040244 and 089040246 (appraisal attached to Security Agreement) (Legal descriptions: PID: 089040246: Section 04 Township 113 Range 021 | SE1/4 EX S 413.11' OF E 1006.77' & NE1/4 SW1/4 LYING N OF S 1299.62' & LYING W of E 1006.77' Thereof. PID: 089040244: Section 04 Township 113 Range 021 | SE1/4 NW1/4 S 413.11' OF E 1006.77' & NE1/4 SW1/4 E 1006.77' LYING N OF S 1297.62'). Lindell Affidavit.

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<sup>2</sup> “WHEREAS, on the date hereof, the Grantor has entered into a Promissory Note (as amended, supplemented or otherwise modified from time to time, the “**Note**”), with conditions contained therein, have made a loan to the Grantor; and...”

<sup>3</sup> “This Note and all obligations of Maker hereunder are secured by a Security Agreement dated as of the date hereof, entered into by Borrowers, Villa Pines [sic] Drive, and Michelle Clann [sic] (the “Security Agreement”).

18. Moreover, Lindell guaranteed that Lindell Properties owns the following real property free and clear of any mortgages, liens, or encumbrances: 9277 Meridian Ave S, Montrose, Minnesota 55363 (Legal description: SECT-24 TWP-118 RANGE-026 UNPLATTED LAND WOODLAND TWP 40.00 AC SE1/4 OF NE1/4). *Id.*

19. The Secured Promissory Note gives a maturity date of ninety (90) days from the date of execution; in this case, the maturity date of the loan was November 22, 2023. Exhibit 2 at p. 1, ¶ 2.

20. Pursuant to the Agreements, in the event of default, all sums would come immediately due at the election of the Plaintiffs. Further, costs and expenses to collect the debt—including reasonable attorneys’ fees—are to be charged to the party responsible for the default.

21. Shortly after entering into the Security Agreement and Promissory Note, Plaintiffs performed their obligations pursuant to the Promissory Note by tendering the loan amount to Defendants in the amount of \$3,000,000.00.

22. In accordance with the Security Agreement, Plaintiffs retained a security interest in the Collateral with rights to:

- a. declare all Secured Obligations immediately due and payable;
- b. sell, lease, or otherwise dispose of the Collateral at any public or private sale in accordance with the law; and
- c. enforce payment of the Secured Obligations and exercise any rights and remedies available to the Secured Parties under the law, including but not limited to, those rights and remedies available to the Secured Parties under Article 9 of the UCC.

23. On or about November 22, 2023, Defendants breached the Agreements when they failed to make any payments. Specifically, the Promissory Note, dated August 24, 2023, contemplated that “payments shall be due and payable on the maturity date, which shall be ninety (90) days from the date of this Note . . .” Exhibit 2 at ¶ 2.

24. Plaintiffs have made several requests for payment from Defendants since the initial breach to no avail.

25. Paragraph 6 of the Security Agreement, concerning the “TRANSFER OF COLLATERAL,” states: “The Grantor shall not sell, offer to sell, assign, lease, license, or otherwise transfer, or grant, create, permit, or suffer to exist any option, security interest, lien, or other encumbrance in, any part of the Collateral, without the prior written consent of the Secured Parties.” Exhibit 1 at ¶ 6.

26. On July 18, 2024, without prior written consent by Plaintiffs, Lindell further breached the Security Agreement by allowing for UCC Financing statements to be filed against

the Collateral – Prior Lake 40 Acres and Lindell Properties. See **Exhibit 5, Secured Filing Search – Prior Lake 40 Acres, LLC** and **Exhibit 6<sup>4</sup>, Secured Filing Search – Lindell Properties, LLC**.

27. Plaintiffs were unaware of the existence of the UCC Financing statements filed against the Collateral until August 19, 2024.

28. On August 16, 2024, the Parties elected to enter into the properly executed Settlement Agreement. See **Exhibit 3**.

29. The purpose of the Settlement Agreement, pursuant to the Recitals therein, is as follows:

- a. **WHEREAS**, on or about August 24, 2023, Lenders entered into a secured promissory note agreement with **Borrowers** for a short-term loan for \$3,000,000.00 (three million dollars) USD. In consideration of the loan, borrower agreed to pay the Lenders \$500,000.00 (five hundred thousand dollars) USD in addition to the underlying short-term loan;
- b. **WHEREAS**, the original agreement provided the sum amount of \$3,500,000.00 (three million five hundred thousand dollars) USD be paid no later than 90 days after August 24, 2023 if paid timely, with \$100,000 (one hundred thousand dollars) USD owed each month past the agreed term;
- c. **WHEREAS**, the short-term loan is delinquent in its entirety;
- d. **WHEREAS**, the short term loan is secured by properties owned by borrower with appraisals in excess of \$4,500,000 (four million five hundred thousand dollars) USD;
- e. **WHEREAS**, this agreement is intended to resolve the default without borrower relinquishing rights to property until this agreement is satisfied;
- f. **WHEREAS**, the Parties wish to resolve their dispute on the terms and conditions contained herein.

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<sup>4</sup> On July 18, 2024, UCC Financing Statements were filed against Prior Lake and Lindell Properties, of which the Secured Parties are: C T Corporation System; MJMP Consulting LLC; MJMPL Consulting LLC; and MJMPL LLC. Plaintiffs became aware of this breach on August 19, 2025.

30. In the Settlement Agreement, Defendants admitted that the amount owed pursuant to the Secured Promissory Note was delinquent as of August 16, 2024. This amount remains delinquent as of the date of this filing.

31. In the Settlement Agreement, Defendants agreed to repay Plaintiffs \$10,300.00 daily for 489 consecutive banking days, for a total of \$5,036,700.00. Exhibit 3 at ¶ 1.

32. The Parties agreed that Plaintiffs would hold further interest and charges in abeyance while Defendants were in the process of fulfilling their obligations pursuant to the Settlement Agreement. *Id.* at ¶ 2.

33. The Parties agreed that any breach of the Settlement Agreement would require Defendants to “immediately turn over title to properties held as security interest in the original agreement.” *Id.* at ¶ 3.

34. The Settlement Agreement unequivocally states that it “represents the supplemental agreement among the Parties and shall not release any interest in properties or agreements in such agreements until such satisfaction of this agreement.” Exhibit 3 at ¶ 8(a).

35. Defendants have failed to perform under the terms of the Settlement Agreement by failing to make any payments as outlined therein.

36. Due to Defendants’ failure to perform under the terms of the Settlement Agreement, Plaintiffs are entitled to enforce their rights under the Security Agreement and Promissory Note.

37. As a result of Defendants’ failure to tender payment as required under the terms of the Settlement Agreement, Defendants are liable for the principal owed pursuant to the Settlement Agreement, penalty payments, and Defendants must transfer title to the Collateral (*i.e.*, the properties held by Lindell Properties and Prior Lake 40 Acres, which are identified in the Security Agreement) to Plaintiffs. Exhibit 3 at ¶ 3.

38. Defendants’ violations of the Security Agreement cannot be cured given the financing statements which were filed against the Collateral.

39. Plaintiffs have secured their interests in Prior Lake and Lindell Properties in accordance with the Security Agreement and the laws of the State of Minnesota by perfecting their interests via filing of UCC Financing Statements on September 12, 2025.

40. Pursuant to the terms of the Settlement Agreement, Plaintiffs seek monetary damages under the Promissory Note and Settlement Agreement, and legal fees and costs as permitted by the Promissory Note and Settlement Agreement and, alternatively specific performance with respect to the surrender of title to the properties held as security interests identified in the original Security Agreement (*i.e.*, the Collateral).

41. Upon information and belief, the aforementioned Collateral (*i.e.*, the properties held by Lindell Properties and Prior Lake, which are identified in the Security Agreement) is not being used as a homestead, and Lindell remains 100% owner in interest of Prior Lake and Lindell Properties, respectively, and their related portfolios of real property.

42. As a direct result of Defendants' breaches of the respective contracts as alleged herein, Plaintiffs have been materially harmed and have suffered substantial damages.

43. Defendants have failed to fulfill their contractual obligations in good faith. Not only have Defendants permitted numerous additional security interests to be levied against the Collateral, but Defendants have also risked the well-being of the Collateral by failing to obtain prior written consent of the Plaintiffs prior to allowing said security interests to be filed against the Collateral.

44. Defendants' breaches of the respective contracts as alleged herein are the actual and proximate cause of Plaintiffs' damages and Plaintiffs are entitled to damages and specific performance under the Security Agreement, Secured Promissory Note, and Settlement Agreement.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract – Security Agreement)**

45. Plaintiffs incorporate by reference all of the allegations set forth in the preceding paragraphs as if fully set forth herein.

46. The Security Agreement, dated August 24, 2023, is a valid and enforceable contract between Plaintiffs and Defendants.

47. In the Security Agreement, Defendants agreed that the Collateral as defined in the Security Agreement would not be collateralized or otherwise subject to a security interest filing by any other creditor without prior written consent from Plaintiffs.

48. Plaintiffs performed their obligations under the Security Agreement. *See Exhibits 5 and 6.*

49. To date, Defendants have not performed their obligations under the Security Agreement nor paid any monies to Plaintiffs. Specifically, Defendants have failed to make the required payments and have not relinquished title to the Collateral.

50. Defendants further violated the terms of the Security Agreement by permitting the filing of financing statements against the exclusively secured assets protected by the Security Agreement (*i.e.*, the Collateral), among other things, permitting:

- a. a secondary lien related to the Collateral on July 18, 2024, as recorded in the Minnesota Secretary of State UCC filing system by C T Corporation System; MJMP Consulting LLC; MJMPL Consulting LLC, and; MJMPL LLC;

- b. a secondary lien related to the Collateral on September 19, 2024, as recorded in the Minnesota Secretary of State UCC filing system by C T Corporation System;
- c. a secondary lien related to the Collateral on December 26, 2024, as recorded in the Minnesota Secretary of State UCC filing system by MJMP Consulting LLC and MJMPL LLC.

*See Exhibits 5 and 6.*

51. Each of the secondary liens were secured by the assets which are at all times exclusively secured and protected by the Security Agreement.

52. At all material times, Defendants knew that the Security Agreement prohibited them from transferring, granting, creating, permitting, or suffering to exist “any option, security interest, lien, or other encumbrance” in any part of the Collateral without the prior written consent of Plaintiffs. Thus, Defendants knowingly permitted the filing of financing statements against the Collateral in direct violation of the Security Agreement.

53. Each of these secondary liens erode the value of the Collateral and must be extinguished. The failure to extinguish these financing statements will require Plaintiffs to do so, and such action will cause substantial monetary harm to Plaintiffs.

54. As a direct and proximate result of Defendants’ breach of contract, Plaintiffs have suffered damages and losses in amount to be determined at trial.

55. Plaintiffs are entitled to, among other things, damages and losses associated with the erosion of their interest in the Collateral and associated with the creditor claims now held against the assets which Plaintiffs are entitled to recover pursuant to the Security Agreement.

56. In the alternative, Plaintiffs are entitled to specific performance of the Security Agreement.

**SECOND CLAIM FOR RELIEF**  
**(Breach of Contract – Secured Promissory Note)**

57. Plaintiffs incorporate by reference all of the foregoing allegations as though if set forth fully herein.

58. On August 23, 2023, Lindell, jointly and severally with My Pillow, entered a validly executed Secured Promissory Note in favor of Plaintiffs.

59. The Secured Promissory Note required Defendants to pay Plaintiffs within ninety (90) days of its execution.

60. Plaintiffs have fully performed their obligations under the Secured Promissory Note. *See Exhibits 5 and 6.*

61. To date, Defendants have not performed their obligations under the Secured Promissory Note nor paid any monies to Plaintiffs. Specifically, Defendants have failed to make the principal payments, have not paid the required interest, and have not tendered the required financing payments.

62. By executing the Settlement Agreement, Defendants acknowledged that the amount due pursuant to the Secured Promissory Note was delinquent as of August 16, 2024. (It remains delinquent as of the date of this filing).

63. As a direct and proximate result of Defendants' breach of contract, Plaintiffs have suffered damages and losses in an amount to be proven at trial.

64. In the alternative, Plaintiffs are entitled to specific performance of the Secured Promissory Note.

**THIRD CLAIM FOR RELIEF**  
**(Breach of Contract – Settlement Agreement)**

65. Plaintiffs incorporate by reference all of the foregoing allegations as though if set forth fully herein.

66. On August 16, 2024, Plaintiffs and Defendants entered into the Settlement Agreement. The Settlement Agreement delineates the debts of the Defendants, due and owing to the Plaintiffs.

67. Lindell, jointly and severally with My Pillow, entered into the Settlement Agreement, requiring Defendants to pay Plaintiffs \$10,300.00 daily for 489 consecutive banking days for a total of \$5,036,700.00.

68. The Settlement Agreement provides that in consideration of the promises set forth in the Settlement Agreement, and conditioned upon the receipt of the total of the settlement payments to Plaintiffs, the Parties agreed to release and discharge each other from all claims relating to the Security Agreement, Promissory Note, and Settlement Agreement.

69. Paragraphs 2-4 of the Settlement Agreement state that:

- a. Any interest and further charges shall be held in abeyance while the settlement agreement is fulfilled.
- b. Any breach of this agreement will reinstate the amount equal to \$100,000.00 a month and Borrowers will immediately turn over title to properties held as security interest in the original agreement.

- c. Prepayment can be made with a 10% discount on only remaining payments, if balance of payments collectively paid in full before the 250<sup>th</sup> consecutive payment.
70. Plaintiffs have performed their obligations under the Settlement Agreement.
71. Defendants have not performed their obligations under the contract and are therefore in breach of the Settlement Agreement.
72. Defendants have breached the Settlement Agreement by failing to make a single daily payment of \$10,300.00 to Plaintiffs.
73. Defendants have breached the Settlement Agreement by failing to pay the amount equal to \$100,000.00 per month after their initial breach of failing to make the daily \$10,300.00 payments to Plaintiffs.
74. Defendants have breached the Settlement Agreement by failing to turn over title to the properties held as security interest in the original Security Agreement.
75. As a direct and proximate result of Defendants' breach of the Settlement Agreement, Plaintiffs have suffered damages and losses in an amount to be determined at trial.
76. Plaintiffs are entitled to, among other things, the principal sum owed pursuant to the Settlement Agreement, any penalties permitted pursuant to the Settlement Agreement, reasonable costs and attorneys' fees, pre- and post-judgment interest, and damages and losses associated with the erosion of their interest in the Collateral.
77. In the alternative, Plaintiffs are entitled to specific performance of the Settlement Agreement, including, without limitation, Paragraph 3 of the Settlement Agreement, which provides that "in the event of "Any breach of this agreement . . . Borrowers will immediately turn over title to properties held as security interest in the original agreement." Exhibit 3 at ¶ 3

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs Michelle Klann and Villa Pine Drive, LLC respectfully request that this Court enter judgment in their favor and against Defendants Michael J. Lindell and My Pillow, Inc., jointly and severally, on each of their claims, and grant relief including:

- a. Advancement and payment of the principal sum of the Settlement Agreement, with any interest due and owing pursuant to the Agreements;
- b. Monetary damages associated with the extinguishing the financing statements and any other lien, waste, encumbrances, taxes, or outstanding debts or liabilities that Plaintiffs must pay to maintain, unencumber, or put the Collateral into good standing;

- c. Any and all actual and consequential damages;
- d. Pre-judgment and post-judgment interest;
- e. Costs and attorney's fees and costs pursuant to the Security Agreement, Secured Promissory Note, and Settlement Agreement, and as otherwise permitted by Colorado law;
- f. In the alternative, specific performance of all obligations contained within the Security Agreement;
- g. In the alternative, specific performance of all obligations contained within the Secured Promissory Note;
- h. In the alternative, specific performance of all obligations contained within the Settlement Agreement; and
- i. Such other and further relief as this court deems just and proper.

Respectfully submitted this 3<sup>rd</sup> day of November, 2025.

SENN FORTIS LLC

*s/ Michel Williams*  
Michel Williams, #19038  
Michael T. Annerino, #52681  
*Attorneys for Plaintiffs*

**VERIFICATION**

I, Michelle Klann, state that I have read the foregoing **VERIFIED COMPLAINT** and that I know the contents thereof and that the matters stated therein are true and accurate to the best of my own knowledge, except for the matters asserted upon information and belief, if any, which matters I believe to be true.

*Michelle Klann*

\_\_\_\_\_  
Michelle Klann

I, Joseph Oltmann, in my capacity as an individual and as the sole member of Villa Pine Drive, LLC, state that I have read the foregoing **VERIFIED COMPLAINT** and that I know the contents thereof and that the matters stated therein are true and accurate to the best of my own knowledge, except for the matters asserted upon information and belief, if any, which matters I believe to be true.

*Joe Oltmann*

\_\_\_\_\_  
Joseph Oltmann