Declaration Under Penalty of Perjury

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 1:26-cv-00000

Quillfeather Studios LLC, a Colorado limited liability company whose members are all citizens of Colorado,
Plaintiff,

v.

Bramblewood Events Inc., a Delaware corporation with its principal place of business in Austin, Texas,
Defendant.

DECLARATION OF Morgan Ellery IN SUPPORT OF Plaintiff's Motion for Summary Judgment

I, **Morgan Ellery**, declare under penalty of perjury that the following facts are true and correct. I make this declaration under 28 U.S.C. § 1746, in place of a sworn affidavit, and I understand that every numbered paragraph below is a statement made under penalty of perjury.

A. Purpose of this declaration

1. I submit this declaration in support of Plaintiff's Motion for Summary Judgment (the "Motion"), which Plaintiff **Quillfeather Studios LLC** ("Plaintiff" or the "Studio") files together with this declaration. The Motion asks the Court to enter judgment for Plaintiff on its claim against Defendant **Bramblewood Events Inc.** ("Defendant") for the unpaid balance of a studio rental agreement covering a block of 30 consecutive studio days.

2. The Motion's statement of undisputed material facts cites the numbered paragraphs of this declaration as "Ellery Decl. ¶" followed by the paragraph number, and cites its exhibits as "Ex." followed by the exhibit number. Each numbered paragraph below is limited, as far as practicable, to a single event or set of circumstances so that each fact in the Motion can be traced to one paragraph and, where one exists, to one document.

3. This declaration states facts only. It does not state legal arguments or conclusions, which are for Plaintiff's counsel to make in the Motion and for the Court to decide.

B. Declarant and competence

4. I am over 18 years of age. I live in Denver, Colorado. I am of sound mind, and nothing prevents me from making this declaration or from testifying in this action.

5. I am employed by Plaintiff as its Operations Manager. I have held that position continuously since March 2021. In that position I am responsible for managing the booking calendar, preparing and signing rental agreements, sending invoices, recording payments and following up on unpaid accounts. I report to Plaintiff's managing member.

6. I am an employee of Plaintiff, not a member or owner. I am paid a fixed salary. My pay does not depend on the outcome of this action, and I will receive no bonus or other benefit if Plaintiff recovers

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any amount from Defendant.

7. I am not a party to this action, and I have no personal relationship with any employee or owner of Defendant.

C. Basis of my personal knowledge

8. I have personal knowledge of the facts stated in this declaration. I gained that knowledge in three ways: (a) I personally took part in the events I describe, including the negotiation and signing of the agreement, the receipt of Defendant's deposit and cancellation, the efforts to rebook the studio and the requests for payment; (b) I perform the duties described in paragraph 5 every working day and am familiar with how the Studio makes and keeps its records; and (c) before signing this declaration, I reviewed the Studio's booking calendar, its accounting records for this booking, and the email messages and letters attached as exhibits.

9. Where a fact comes from a record rather than from my own memory of the event, I say so in the paragraph concerned. Where I describe what another person wrote or said, I identify the person and the document, and I do so to show what was communicated to the Studio and when, not to vouch for the truth of what that person said.

10. If called as a witness, I could and would testify competently to each fact stated in this declaration.

D. The Studio's business records

11. I am one of the custodians of the Studio's booking and accounting records, and I am familiar with the way the Studio creates and keeps them. I have personally made most of the entries for the booking at issue.

12. The Studio records every inquiry, quote, booking, invoice and payment in a cloud-based booking and accounting system that it has used since January 2022. When a client books, pays, cancels or is invoiced, the employee who handles the event enters it in the system on the same business day, from his or her own knowledge or from the bank's deposit notice. The system stamps each entry with the date and the name of the user who made it, and it keeps a history of every change.

13. Making these entries at or near the time of each event is a regular practice of the Studio. The Studio relies on these records to schedule the studio, to bill clients, to prepare its tax returns and to track unpaid accounts. Keeping them is part of the Studio's regularly conducted business activity.

14. The Studio's email messages with clients are sent and received through the shared mailbox bookings@quillfeather.example, which the Studio's email provider stores and which keeps each message as it was sent or received. Exhibits 2, 3, 5, 6 and 7 are printouts that I made from that mailbox and from the booking system. Each printout accurately reflects the electronic record from which I made it. I have not changed any of them, except for the redactions described in Section M.

15. Plaintiff will make the original electronic records, and the complete ledger from which Exhibit 6 is taken, available to Defendant for inspection at a reasonable time and place.

E. The parties

16. Plaintiff operates a film and photography studio in Denver, Colorado, and rents it by the day to production companies, photographers and event producers. The studio has a 4,800-square-foot stage

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with a white cyclorama wall, a lighting grid, two dressing rooms and a client lounge.

17. Plaintiff rents the studio for whole days. On each rented day the client has exclusive use of the studio, and Plaintiff cannot rent it to anyone else.

18. Based on my dealings with Defendant, Defendant produces corporate events, product launches and promotional video content for its own clients. Its Director of Production, **Casey Thornbury**, handled every communication with the Studio described in this declaration.

19. Defendant first rented the studio for one day in October 2024 under a written agreement on the Studio's standard terms. Defendant paid that booking in full. I handled that booking.

F. The Agreement

20. On March 18, 2026, Casey Thornbury emailed me to ask whether the studio was available for 30 consecutive days in June and July 2026 for a series of product launch video shoots. On March 24, 2026, Casey Thornbury toured the studio with me. I quoted the Studio's standard day rate of $6,200.00 for each day, and Defendant did not ask for a discount.

21. On April 6, 2026, I sent Defendant the Studio's standard rental agreement, titled Studio Rental Agreement, through the Studio's electronic signature service. Casey Thornbury signed it for Defendant at 2:47 p.m. that day, and I countersigned it for the Studio at 3:05 p.m. the same day. The service then emailed a completed copy, with a certificate showing both signatures and their times, to both of us. I refer to the signed document as the "Agreement."

22. The Agreement contains the following terms, among others:
(a) Section 2 reserves the studio for Defendant's exclusive use on the 30 consecutive days from June 12 through July 11, 2026 (the "Booked Days"), from 7:00 a.m. to 9:00 p.m. each day.
(b) Section 3 sets the rental price at $6,200.00 for each Booked Day, for a total price of $186,000.00.
(c) Section 4.1 requires a deposit of 50% of the total price, $93,000.00, within five business days after signing.
(d) Section 4.2 makes the balance of the total price due on the first Booked Day, June 12, 2026.
(e) Section 7.1 provides that if Defendant cancels in writing 60 days or more before the first Booked Day, the Studio refunds the deposit less a $500.00 administration fee.
(f) Section 7.2 provides that if Defendant cancels less than 60 days before the first Booked Day, the entire total price remains due.
(g) Section 7.3 provides that if Defendant cancels and the Studio rents any of the Booked Days to another client, the Studio credits Defendant with the net amount it receives from that client for that day.
(h) Section 12 provides that Colorado law governs the Agreement, and Section 13 states that the Agreement is the parties' entire agreement.

23. Defendant did not ask to change any term of the Agreement before signing it. No one at the Studio agreed to any change to the Agreement after it was signed.

24. A true and correct copy of the Agreement, with the signature certificate, is attached as **Exhibit 1**.

G. The deposit and the Studio's performance

25. On April 10, 2026, the Studio's bank account received a wire transfer of $93,000.00 from a bank

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account in Defendant's name ending in 4417. I saw the bank's deposit notice that day and recorded the payment in the booking system that day, as entry 3 in Exhibit 6.

26. From April 6, 2026 the Studio blocked the Booked Days in its calendar for Defendant. Because the days were blocked, the Studio declined two other inquiries for the same dates: one received on April 22, 2026, for June 12 and 13, and one received on May 9, 2026, for June 22 through 26. I handled both inquiries and told each person that the studio was already booked. Both inquiries appear in the inquiry log that is part of Exhibit 6.

27. Schedule A to the Agreement asked the Studio to repaint the cyclorama wall in a light gray color for Defendant's shoot. A painting contractor repainted the wall on May 20 and 21, 2026, at the Studio's expense. That cost is not part of the amount stated in Section K.

28. At all times from April 6, 2026 until Defendant cancelled, the Studio was ready, willing and able to give Defendant exclusive use of the studio on each Booked Day as the Agreement provides. Defendant never told the Studio that it had any complaint about the studio, the repainting or the Studio's performance.

H. Defendant's cancellation

29. On May 28, 2026, at 4:12 p.m. Mountain Time, the Studio's mailbox received an email from Casey Thornbury, sent from Defendant's company email address. The email stated that Defendant's client had withdrawn the project, that Defendant was cancelling the booking for all 30 Booked Days, and that Defendant expected the deposit to be refunded.

30. The cancellation email did not say that anything was wrong with the studio or with the Studio's performance, and it gave no reason other than the one described in paragraph 29. I have no personal knowledge of whether Defendant's client in fact withdrew the project; I state only what the email said.

31. The cancellation email arrived 15 days before the first Booked Day.

32. On the morning of May 29, 2026, I replied to Casey Thornbury by email. I referred to Sections 7.2 and 7.3 of the Agreement, stated that the Studio would not refund the deposit, stated that the balance would remain due, and stated that the Studio would try to rent the Booked Days to other clients and would credit Defendant with any net amount it received. Casey Thornbury did not reply to that email.

33. A true and correct copy of the email chain containing the cancellation email and my reply is attached as **Exhibit 2**.

I. Requests for payment and Defendant's response

34. On July 14, 2026, after the last Booked Day had passed, I sent Defendant invoice number QS-2026-0418 by email. The invoice showed the total price, the deposit received, a credit of $4,960.00 for the replacement booking described in Section J, and a balance due of $88,040.00, payable by July 31, 2026. A true and correct copy of the invoice and the email that sent it is attached as **Exhibit 3**.

35. Defendant did not pay the invoice by July 31, 2026. On August 5, 2026, I sent a final notice letter to Defendant's business address by USPS Certified Mail, with a copy to Casey Thornbury by email. The letter asked for payment of $88,040.00 within 14 days and stated that the Studio would refer the matter to its attorneys if it was not paid. The USPS tracking record shows that the letter was delivered

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on August 7, 2026. A true and correct copy of the letter and of the USPS tracking record, which I printed from the USPS website on August 10, 2026, is attached as **Exhibit 4**.

36. On August 12, 2026, Casey Thornbury replied by email. The email stated that Defendant did not agree that it owed anything beyond the deposit and would not pay the invoice. The email did not dispute the dates, the price, the amount of the deposit or the amount of the credit. A true and correct copy of that email is attached as **Exhibit 5**.

37. Defendant has made no payment to the Studio since the deposit described in paragraph 25. I checked the booking system and the Studio's bank records for payments from Defendant on the day before I signed this declaration and found none.

J. The Studio's efforts to rent the Booked Days to others

38. On May 29, 2026, the day after the cancellation, I listed the Booked Days as available on the Studio's website and on the two online listing services the Studio uses to advertise open dates.

39. On May 30, 2026, I emailed 41 past clients of the Studio to tell them that the Booked Days had become available and offered a short-notice rate of 20% below the standard day rate.

40. The Studio received three inquiries in response. One client booked June 13, 2026, under the Studio's standard agreement at a price of $4,960.00, which it paid in full on June 10, 2026. A true and correct copy of the replacement booking agreement is attached as **Exhibit 7**.

41. The other two inquiries did not result in bookings: one person needed a larger stage than the Studio has, and the other wanted two days in late July 2026, after the last Booked Day. No one else asked about any of the other 29 Booked Days.

42. The studio stayed empty on each of the 29 Booked Days other than June 13, 2026. The Studio did not rent the studio for any purpose on any of those 29 days.

43. The Studio's staff are salaried, and the Studio pays its utilities and insurance at fixed monthly amounts. The cancellation did not reduce any of those costs for any of those 29 days.

K. Amount unpaid

44. Using the Agreement and the entries in Exhibit 6, the unpaid amount is computed as follows:

Total price under the Agreement (30 Booked Days at $6,200.00): $186,000.00
Less deposit received on April 10, 2026: $93,000.00
Less net amount received for the replacement booking of June 13, 2026: $4,960.00**Balance unpaid: $88,040.00**

45. The computation does not include interest, late fees, collection costs, attorney's fees or the cost of repainting the cyclorama wall. Plaintiff's counsel addresses any request for those amounts in the Motion.

46. Each figure in paragraph 44 comes from the Agreement (Exhibit 1), the booking ledger (Exhibit 6) or the replacement booking agreement (Exhibit 7). The underlying bank records are available to Defendant for examination and copying at a reasonable time and place.

L. The exhibits

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47.

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Each exhibit attached to this declaration is a true and correct copy of the document it is described to be. I know that each exhibit is what I say it is because I either wrote, sent or received the document myself, or printed it myself from the Studio's booking system or mailbox as described in Section D or, for the USPS tracking record in Exhibit 4, from the USPS website as described in paragraph 35. The exhibits are:

(a) **Exhibit 1:** the Agreement dated April 6, 2026, including Schedule A and the electronic signature certificate.

(b) **Exhibit 2:** the email chain of May 28, 2026 and May 29, 2026, containing Defendant's cancellation and my reply.

(c) **Exhibit 3:** invoice number QS-2026-0418 dated July 14, 2026 and the email that sent it.

(d) **Exhibit 4:** the final notice letter dated August 5, 2026 and the USPS tracking record.

(e) **Exhibit 5:** Defendant's email of August 12, 2026.

(f) **Exhibit 6:** the booking ledger and inquiry log entries for Defendant's booking, printed from the Studio's booking system.

(g) **Exhibit 7:** the replacement booking agreement for June 13, 2026.

48. To keep the exhibits to the parts that matter, Exhibit 6 contains only the ledger entries and inquiry log entries for the Booked Days, and Exhibit 7 contains only the first page and the signature page of the replacement booking agreement. The complete documents are available to Defendant on request.

M. Redactions and confidential information

49. Before attaching the exhibits, I redacted every bank account number to its last four digits. No exhibit contains a Social Security number, taxpayer-identification number, full date of birth or the name of a minor.

50. In Exhibit 7, I also redacted the replacement client's name, contact details and signature, because they are not relevant to the Motion. The price and the booked date are not redacted. Plaintiff will identify the replacement client to Defendant on request.

51. None of the exhibits contains information that the Studio considers confidential, and Plaintiff does not ask the Court to restrict public access to this declaration or its exhibits.

N. Limits of this declaration

52. Every statement in this declaration is made from my personal knowledge, except where a paragraph expressly states that it describes the content of a document or what another person wrote. No statement in this declaration is made on information and belief.

53. I have not stated any opinion about the meaning or legal effect of the Agreement, about Defendant's reasons for cancelling, or about what amount the law entitles Plaintiff to recover.

54. If I learn of any fact that changes or adds to a statement in this declaration before the Court decides the Motion, I will tell Plaintiff's counsel promptly so that the declaration can be corrected or supplemented.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 12, 2026, at Denver, Colorado.

s/ Morgan Ellery **Morgan Ellery**

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Operations Manager, Quillfeather Studios LLC
2250 Sample Boulevard, Denver, CO 80216

Dated: November 13, 2026

Respectfully submitted,

s/ Riley Castellan**Riley Castellan**
Castellan Wren LLP
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Attorney for Plaintiff Quillfeather Studios LLC

Filer's attestation: By filing this document, the filer certifies that Morgan Ellery signed the declaration above in ink on November 12, 2026, that the ink-signed version exists, and that it will be available for inspection in the filer's office until two years after all time periods for appeal expire and all appeals are final.

INDEX OF EXHIBITS TO THE DECLARATION OF Morgan Ellery

Each exhibit is filed as a separate attachment to this declaration in CM/ECF.

Exhibit 1: Studio Rental Agreement dated April 6, 2026, with Schedule A and electronic signature certificate (7 pages)
Exhibit 2: Email chain of May 28, 2026 and May 29, 2026 (2 pages)
Exhibit 3: Invoice QS-2026-0418 dated July 14, 2026 and transmittal email (2 pages)
Exhibit 4: Final notice letter dated August 5, 2026 and USPS tracking record (3 pages)
Exhibit 5: Email from Casey Thornbury dated August 12, 2026 (1 page)
Exhibit 6: Booking ledger and inquiry log entries for the Booked Days, redacted (2 pages)
Exhibit 7: Replacement booking agreement for June 13, 2026, excerpt, redacted (2 pages)

CERTIFICATE OF SERVICE

I hereby certify that on November 13, 2026, I electronically filed the foregoing **Declaration of Morgan Ellery in Support of Plaintiff's Motion for Summary Judgment**, together with Exhibits 1 through 7, with the Clerk of Court using the CM/ECF system, which will send notification of the filing to the following registered user:

Avery Linwood, Linwood Partners PC
alinwood@linwoodpartners.example
Attorney for Defendant Bramblewood Events Inc.

I further certify that every party entitled to service is represented by counsel registered in CM/ECF, so no party required service by mail or by any other means.

s/ Riley Castellan
Riley Castellan

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