STATE OF NORTH DAKOTA | IN THE DISTRICT COURT

COUNTY OF CASS | EAST CENTRAL JUDICIAL DISTRICT

SPENCER ANDREWS, SHELDON SCHLECHT, PATRICK TIEDE, CHRISTOPHER BEHRENS, and LINDA WIESE, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

BRANDT EQUITIES, LP,

Defendant.

Civil No. 09-2026-CV-01466

/

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background and Procedural History

1. Defendant Brandt Equities, LP is an organization that provides innovative services and solutions to companies involved in agriculture, real estate, entertainment, and hospitality. In the ordinary course of operating its business, Defendant collects, maintains, and stores certain personal information of employees, vendors, and individuals with whom it does business.

2. Between November 8, 2025, and November 12, 2025, and then again between November 20, 2025, and November 22, 2025, criminal third parties gained unauthorized access to Defendant's network and as a result may have accessed the Private Information belonging to

[1] All capitalized terms herein shall have the same meanings as those defined in Section II herein.

24,891 people.

3. Upon learning of the Data Incident, Defendant immediately launched an investigation. Following conclusion of this investigation, on March 17, 2026, Defendant began sending notice letters to the potentially impacted individuals informing them that their Private Information may have been involved in the Data Incident.

4. Following receipt of notice, on March 24, 2026, Plaintiff Spencer Andrews filed a class action complaint in this Action. The complaint seeks to represent a nationwide class of individuals who were impacted by the Data Incident. On March 31, 2026, Plaintiff Schlecht filed a similar action in Cass County. At around the same time as Plaintiffs Andrews and Schlecht filed their complaints, Plaintiffs Behrens, Tiede, and Wiese each filed actions in the United States District Court for the District of North Dakota likewise seeking to represent those impacted. Following the filing of the five actions, the plaintiffs in each action decided to work cooperatively and litigate the case together.

5. Thereafter, the Parties decided to explore settlement to conserve resources for the benefit of the Parties and the Settlement Class. In advance of settlement discussions, Plaintiffs consulted with damage and liability experts, propounded informal discovery requests on Defendant to which Defendant cooperatively responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident and the specific type of information involved.

6. Between April 21, 2026, and April 25, 2026, the Parties negotiated the material terms of a classwide settlement. During their discussions, the Parties agreed to proceed with settlement, and resolve the Action in state court. Consequently, Plaintiffs subsequently dismissed the federal actions and Plaintiff Schlecht dismissed his case in state court.

7. Plaintiffs filed the Amended Complaint adding Plaintiffs Schlecht, Behrens, Tiede, and Wiese on May 26, 2026.

8. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

II. Definitions

9. "**Action**" means the putative consolidated class action lawsuit titled *Andrews, et al.*

v. Brandt Equities, LP, Case No. 09-2026-CV-01466 (N.D. District Ct., Cass County).

10. "**Agreement**" or "**Settlement Agreement**" or "**Settlement**" means this agreement between Plaintiffs and Defendant, including all exhibits.

11. "**Application for Attorneys' Fees, Costs and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees and costs, and Service Awards for the Class Representatives.

12. "**Cash Payment**" means Cash Payment for Documented Losses or Cash Payment for Lost Time.

13. "**Cash Payment for Lost Time**" means the Settlement Class Member Benefit consisting of a Cash Payment that Settlement Class Members may claim for time spent remedying issues related to the Data Incident, for up to four hours at $20 per hour, subject to the terms of the Settlement.

14. "**Cash Payment for Documented Losses**" means the Settlement Class Member Benefit consisting of a maximum payment of $3,500 that Settlement Class Members, who incurred Documented Losses, may claim subject to the terms of the Settlement.

15. "**Claim**" means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

16. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 4***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

17. "**Claimant**" means an individual who submits a Claim Form.

18. "**Claim Form Deadline**" means the postmark and/or online submission deadline for Claims, which shall be 90 days after the Notice Date and shall be the last day by which a Claim

Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement Class Member Benefits.

19. **"Claims Process"** means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

20. "**Class Counsel**" means Steven Sukert of Kopelowitz Ostrow P.A., John J. Nelson of Milberg PLLC, Todd M. Miller of Solberg Stewart Miller, Patrick A. Barthle, II of Morgan & Morgan, Jason M. Wucetich of Wucetich & Korovilas LLP, and Leanna A. Loginov of Shamis & Gentile, P.A.

21. "**Class List**" means the list of Settlement Class Members' names, last known postal addresses, and email addresses available, that Defendant shall prepare and provide to the Settlement Administrator following Preliminary Approval.

22. "**Class Representatives**" means the Plaintiffs approved by the Court to serve as representatives of the Settlement Class.

23. "**Complaint**" means the putative class action complaint filed by Plaintiffs in this Action.

24. "**Court**" means the District Court (East Central Judicial District) in and for Cass County, North Dakota, and the Judge(s) assigned to the Action.

25. **"Credit Monitoring"** means the two years of one-bureau credit monitoring that Settlement Class Members may Claim as a benefit in the Settlement.

26. "**Data Incident**" means the November 2025 cybersecurity incidents discovered between November 8, 2025 and November 22, 2025 in which criminal third parties gained unauthorized access to Defendant's network, and may have accessed the Private Information of

approximately 24,891 individuals.

27. "**Defendant**" means Brandt Equities, L.P., the defendant in this Action.

28. "**Defendant's Counsel**" means Sean B. Solis and Alexander K. Obrecht of Baker & Hostetler LLP.

29. "**Documented Losses**" means actual, documented and unreimbursed monetary losses due to fraud or identity theft resulting directly from fraud or identity theft caused by the Data Incident, if the loss: (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; and (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

30. "**Effective Date**" means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval. As used in this paragraph, the phrase "termination of such appeal," means the date upon which the relevant appellate court issues its remittitur.

31. "**Email Notice**" means the email form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that may be distributed to Settlement Class Members for whom email addresses are available.

32. "**Final Approval**" means the final approval of the Settlement, which occurs when

the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

33. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider the application for Final Approval of the Settlement and the Application for Attorneys' Fees, Costs and Service Awards. The hearing may be held via video conference or by telephone, and if so, instructions will be posted on the Settlement Website.

34. "**Final Approval Order**" means the final order, substantially in the form attached hereto as ***Exhibit 6***, that the Court enters granting Final Approval of the Settlement. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

35. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

36. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

37. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

38. "**Notice**" means the Email Notice, Postcard Notice, and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

39. "**Notice Date**" means 30 days after the Court's entry of the Preliminary Approval

Order.

40. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and includes Email Notice, Postcard Notice, and Long Form Notice, as well as the Settlement Website and Settlement telephone line.

41. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

42. "**Objection Deadline**" means 60 days after the Notice Date."**Opt-Out Deadline**" means 60 days after the Notice Date. "**Party**" means each of the Plaintiffs and Defendant, and "**Parties**" means Plaintiffs and Defendant, collectively.

43. "**Plaintiffs**" means Spencer Andrews, Sheldon Schlecht, Patrick Tiede, Christopher Behrens, and Linda Wiese, the plaintiffs in this Action.

44. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached as ***Exhibit 2***, that the Settlement Administrator will send to some Settlement Class Members notifying them about the Settlement.

45. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

46. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement, proposed Notice Program, and proposed Claims Process, substantially in the form attached as ***Exhibit 5***.

47. "**Private Information**" means the information collected by Defendant from its customers, vendors, and employees that was potentially involved in the Data Incident, which includes names, addresses, driver's license numbers, and/or Social Security numbers.

48. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

49. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

50. "**Released Parties**" means Defendant, Brandt Holdings Co., BHC Equip Division LLC, Kibble Equipment LLC, Platte Valley Equipment LLC, Jamestown Implement LLC, Nexus Capital Co., CFA LLC, Concessions Management LLC, Fargo Force Hockey Club LLC, Northstar Power Co., and each of their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees, and any other person acting on their behalf, in their capacity as such.

51. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

52. "**Settlement Administrator**" means Simpluris, Inc. or "Simpluris", unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

53. **"Service Awards"** means the awards that Class Counsel will request the Court approve for the Plaintiffs for serving as Class Representatives, not to exceed $2,500 for each Class Representative or $12,500 total, which is in addition to any Valid Claim for Settlement Class Member Benefits.

54. "**Settlement Administration Costs**" means all reasonable costs and fees incurred by the Settlement Administrator regarding Notice and Settlement administration, subject to the agreement between Simpluris and Defendant.

55. "**Settlement Class**" means all living individuals residing in the United States who were sent Notice, including notice of this Settlement, that their Private Information may have been involved in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) all Settlement Class Members who properly and timely opt-out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

56. "**Settlement Class Member**" means any member of the Settlement Class.

57. "**Settlement Class Member Benefits**" means the Cash Payment and/or Credit Monitoring described herein.

58. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval and

Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after the Effective Date.

59. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator after the Settlement Administrator confirms the accuracy of all information and documentation requested in the Claim Form. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

61. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued or the Effective Date for any reason does not occur, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class and, in such instance, the action will continue as if the Settlement

Class was never certified. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind.

IV. Settlement Consideration

62. The Settlement includes the following benefits all of which will be paid by the Defendant: (a) Cash Payments for Valid Claims of Documented Losses of up to $3,500; (b) Cash Payments for Valid Claims of Lost Time dealing with the Data Incident (up to four hours at $20 per hour); (c) two years of one-bureau Credit Monitoring; (d) reasonable Settlement Administration Costs; and (e) any Court-awarded Attorneys' Fees and Costs, and Service Awards, not to exceed $240,000 for attorneys' fees and costs, and $2,500 for each Service Award, or $12,500 total.

63. Settlement Class Members must submit a Valid Claim for Cash Payments and Credit Monitoring. Settlement Class Members who do not submit a Valid Claim or who opt-out of the Settlement will not receive a Cash Payment or the Credit Monitoring.

a. Settlement Class Member Benefits

Documented Out-of-Pocket Losses. All Settlement Class Members are eligible to submit a claim for reimbursement of documented out-of-pocket losses, not to exceed $3,500 per Settlement Class Member. Settlement Class Members must attest under penalty of perjury to incurring documented losses, and that those losses were reasonably related to the Data Incident. To receive payment for Documented Losses, a Settlement Class Member must complete and submit a Claim Form and include documentation in support of the Claim. This means

documentation contemporaneously generated or prepared by a third-party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include receipts, data charges (if based on the amount of data used), fax, postage, copying, mileage, or cell phone charges (only if charged by the minute). Self-prepared documents or receipts, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product or through a financial institution's consumer fraud policies. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim for Documented Losses will be rejected.

Lost Time. Settlement Class Members may also submit a Claim Form for reimbursement of time remedying issues related to the Data Incident. Settlement Class Members may claim up to four hours at a rate of $20 per hour. No documentation must be submitted in connection with claims for lost time, but Settlement Class Members must attest that the time claimed was actually spent as a result of the Data Incident.

Credit Monitoring. In addition to a Cash Payment, Settlement Class Members may make a Claim for Credit Monitoring. This benefit includes two years of credit monitoring with one bureau, and $1,000,000 in insurance to cover losses related to identity theft, including stolen funds, with no deductible. Settlement Class Members who are sent Postcard Notices or Email Notices will receive a code on the Notice that may be used to activate this Credit Monitoring following the

Effective Date of the Agreement.

Settlement Administration Costs. Defendant shall be solely responsible for the payment of all Settlement Administration Costs, which shall be memorialized in a separate agreement between the Settlement Administrator and Defendant. Within 5 days after Preliminary Approval, the Settlement Administrator shall provide Defendant an invoice for the initial Notice costs. Within 21 days, and, upon receipt of sufficient payment information from the Settlement Administrator including wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, Defendant will pay or cause to be paid the invoiced amount to the Settlement Administrator.

V. Settlement Approval

64. Within 10 days following execution of this Agreement, Plaintiffs shall file the Motion for Preliminary Approval. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Settlement Administrator, and the Notice Program set forth herein, and approve the form and content of the Notices; (4) approve the Claim Process set forth herein and approve the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives, and Steven Sukert, John Nelson, Todd Miller, Patrick Barthle II, Jason Wucetich, and Leanna Loginov as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

65. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. Plaintiffs shall oversee the Settlement Administrator, and Defendant will provide information to the Settlement Administrator about the Settlement Class. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of North Dakota.

66. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and overseeing the distribution of Settlement Class Member Benefits.

67. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice, Postcard Notice, and sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the frequently

asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from Settlement Class Members;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Settlement Class Member Benefits;

j. Collecting from Defendant the payments necessary to pay Valid Claims;

k. Distributing Cash Payments, including ensuring Credit Monitoring codes are sent to Settlement Class Members who file Valid Claims; and

l. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

68. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order.

69. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. This includes sending Email Notices or Postcard Notices to all Settlement Class Members. The dissemination of the Notices shall be completed within 15 days of the Notice Date. The Settlement Administrator will use its best efforts to ensure addresses are current, and in the event Notices are returned undeliverable, will attempt to identify better addresses and thereafter remail the Notices as appropriate.

70. The Email Notice or Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

71. The Settlement Administrator shall establish the Settlement Website no later than

the day before Notice Date. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

72. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to the Settlement Website where they may review the Long Form Notice or the Settlement Agreement to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must: 1) be personally signed by the Settlement Class Member; 2) contain the requestor's name, address, telephone number, and email address (if any); 3) contain the case name and number: *Andrews, et al. v. Brandt Equities, LP*, Case No. 09-2026-CV-01466 (N.D. District Ct., Cass County); and 4) include a statement indicating a request to be excluded from the Settlement Class. Mass or class opt-outs done in groups will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, including the Releases, even if that Settlement Class Member does not submit a Valid Claim. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

73. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class Members to

review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

74. For an objection to be considered by the Court, the objection must also set forth the following:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. the case name and number: *Andrews, et al. v. Brandt Equities, LP*, Case No. 09-2026-CV-01466 (N.D. District Ct., Cass County);

c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Email Notice or Postcard Notice the objector received;

d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

e. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon

the objector's prior objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

h. whether the objector and/or objector's counsel will appear at the Final Approval Hearing;

i. a list of all persons who will be called to testify, including objector, at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

k. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents. Failure to comply with each and every requirement herein will result in the Court overruling the objection.

75. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

VIII. Claim Process and Disbursement of Settlement Class Member Benefits

76. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

77. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

78. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

79. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

80. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims,

including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

81. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

82. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

83. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

84. The Settlement Administrator shall provide all information gathered in

investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

85. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

86. The Settlement Administrator shall provide a final accounting to the Defendant for the collection of funds necessary to pay for the Cash Payments and for Credit Monitoring no later than 10 days after the Effective Date. The Defendant must pay the Settlement Administrator the amount on the invoice within 21 days of receipt.

87. The Settlement Administrator shall distribute Cash Payments to Settlement Class Members with Valid Claims no later than 30 days after the Effective Date.

88. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the selected Credit Monitoring product, including any enrollment codes or instructions as applicable. Credit Monitoring codes should be activated no later than 30 days after the Effective Date.

89. Cash Payments to Settlement Class Members will be made by electronic payment and Settlement Class Members will choose which form of payment on the Claim Form. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel.

Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures, but in no event longer than 60 days, to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the Settlement Class Member shall forfeit their entitlement right to the funds, and shall be bound by the Settlement Agreement and the terms herein.

IX. Final Approval Order and Final Judgment

90. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Service Awards provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

91. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Attorneys' Fees, Costs and Service Awards

92. ***Service Awards*** –Class Counsel shall request, and Defendant will not oppose, a Service Award for Class Representatives in the amount not to exceed $2,500 each, or $12,500 total. The Service Awards to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards to Class Counsel by wire within 14 days of the Effective Date, and upon Class Counsel providing sufficient wiring, W-9, and other necessary instructions.

93. ***Attorneys' Fees and Costs*** – As part of the Motion for Final Approval, Plaintiffs will move the Court, and Defendant will not oppose, for an order awarding reasonable attorneys' fees and litigation costs of up to $240,000. Defendant will not oppose Plaintiffs' request for attorneys' fees and costs up to that amount. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs to Class Counsel by wire within 14 days of the Effective Date,

and upon Class Counsel providing sufficient wiring, W-9, and other necessary instructions.

94. The Parties did not discuss the payment of attorneys' fees, costs, or Service Awards until after the Parties reached an agreement as to all the substantive terms of the Settlement.

95. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

XI. Releases

96. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from any and all Released Claims, and shall be forever barred from instituting maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives any federal or state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, whether known or unknown, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq*. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

> EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. Settlement Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

97. The Parties agree that the Released Claims contemplated in this section shall not be construed to release any causes of action brought to enforce the terms of the Agreement.

98. Settlement Class Members who opt-out of the Settlement on or before the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

99. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction,

including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

100. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XI of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

101. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated, and will be of no force or effect, and will not be referred to or utilized for any purpose. Should the Court not enter the Preliminary Approval or the Final Approval Order, Defendant does not waive, and expressly reserves, all rights to defend this Action and oppose certification of any class in this action.

102. In the event more than 25 Settlement Class Members exercise their right to opt out or exclude themselves from the Settlement Class, Defendant shall have the option to terminate this Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph within 10 days after the last day on which Settlement Class Members may submit a request for exclusion, or the option to terminate shall be considered

waived.

103. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

104. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

105. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

106. This Agreement reflects the Parties' compromise and settlement of disputed claims.

This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint, and denies all liability and all allegations of wrongdoing. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

107. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

108. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

109. Neither the Settlement, nor any act performed or document executed pursuant to or

in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

110. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

111. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims are asserted.

112. Further, upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting against any Released Parties any claims that are released by operation of this Agreement and the Final Approval Order.

XV. Miscellaneous Provisions

113. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as

strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action and Settlement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement / press release if they mutually agree to do so. The Parties agree and covenant that they will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Parties or this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

114. ***Gender and Plurals***. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

115. ***Binding Effect***. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

116. ***Cooperation of Parties***. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do

all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

117. ***Obligation to Meet and Confer***. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

118. ***No Reliance***. This Agreement is executed without reliance on any oral covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No oral covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

119. ***No Conflict Intended***. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

120. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of North Dakota, without regard to the principles thereof regarding choice of law.

121. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

122. ***Jurisdiction***. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be

resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

123. ***Court Modifications to Agreement***. The Parties understand and agree that the time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of both Parties' counsel, without notice to Settlement Class Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website. Except for changes to the time periods as set forth in the prior paragraph, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, Short Form Notice, and the Claim Form) shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party. The termination of the Agreement shall be deemed effective five days after the provision of notice pursuant to this paragraph, or at any later date agreed in writing by the Parties.

124. ***Notices***. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Steven Sukert
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
sukert@kolawyers.com

If to Defendant or Defendant's Counsel:

Sean B. Solis
BAKER & HOSTETLER LLP
1801 California Street, Ste. 4400
Denver, CO 80202
ssolis@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

125. ***Modification and Amendment***. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

126. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement. Likewise, the failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement.

127. ***Authority***. Class Counsel (for the Plaintiffs and the Settlement Class Members),

and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

128. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

129. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject

to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

130. ***Receipt of Advice of Counsel***. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signatures on following page

CLASS COUNSEL (for Plaintiffs)

Steven Sukert

Steven Sukert
KOPELOWITZ OSTROW P.A.

John J. Nelson

John J. Nelson (Jun 2, 2026 11:34:15 PDT)

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Patrick A. Barthle II
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Jason M. Wucetich
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Leanna Loginov

Leanna Loginov
SHAMIS & GENTILE, P.A.

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By:
Its:

COUNSEL FOR DEFENDANT BRANDT EQUITIES, LP

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Sean B. Solis (Jun 3, 2026 08:14:41 MDT)

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BRANDT EQUITIES, LP

Signed by:
Butch Kibble
E3B37083...

By: Brandt Holdings Co.
Its: General Partner
Vernon F. Kibble, the Secretary/Treasurer of Brandt Holdings Co.

COUNSEL FOR BRANDT EQUITIES, LP

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