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,

Civil No. 09-2026-CV-01466

Plaintiffs,

v.

BRANDT EQUITIES LP,

Defendant.
_____/

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, this Action is a putative class action before the Court;

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval under the North Dakota Rules of Civil Procedure, to settle this Action upon the terms and conditions stated in the Agreement, which, among other things and together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint 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. as Class Counsel; (4) appoint Simpluris, Inc. as the Settlement Administrator; (5) approve the Notice

Program and Notices and direct that Notice be sent to the Settlement Class Members; (6) approve the Claim Form and Claims process; (7) preliminarily approve the Settlement; (8) order the Settlement's opt-out and objection procedures; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing;

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class Members.

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally

approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

> 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.

5. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the Class to the Settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the Settlement in light of the best recovery; and (9) the range of reasonableness of the Settlement in light of all the attendant risks of litigation.

6. The Court finds that, for purposes of Settlement: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (4) a joint common interest exists among the Settlement Class Members; (5) the questions of law and fact common to

the Settlement Class Members predominate over any questions affecting any individual members of the Settlement Class; and (6) other means of adjudicating the claims and defenses are impracticable.

7. For purposes of Settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: 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.

Settlement Claims Process and Distribution Plan

8. The Parties have selected Simpluris, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Simpluris and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

9. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class Members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members entitled to receive notice.

10. The Court has carefully reviewed and hereby approves the Notices as to form and content and directs that they be without material alteration unless otherwise modified by agreement

of the Parties and approved by the Court. The Court directs that the Notice Program be implemented as outlined in the Agreement.

Opting-Out of the Settlement Class

11. Settlement Class Members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (60 days after the Notice Date). The process to opt-out is set forth in the Agreement and in the Notices. Settlement Class Members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by the Final Approval Order. "Mass" or "class" requests for exclusion 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.

12. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and Final Judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

Objecting to the Settlement

13. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (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 five 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 Class Counsel's 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 at the Final Approval Hearing in support of the objection (if any); (j) a statement confirming whether the objector and/or objector's counsel used any form of artificial intelligence to prepare 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, including taking depositions and propounding written document

requests. Failure to fully and completely comply with all requirements herein will result in the Court overruling the objection without further consideration.

14. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards 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 objection must be submitted no later than the Objection Deadline (60 days after the Notice Date), as specified in the Notices. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees and Costs and Service Awards and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, 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.

Final Approval Hearing

15. The Court will hold a Final Approval Hearing to consider the fairness,

reasonableness, and adequacy of the Settlement. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person or virtually by Zoom. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and Final Judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Award to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

Summary of Deadlines

16. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Notice Date (Notice Program Begins)	30 days after Preliminary Approval
Deadline to complete Notice Program	15 days following the Notice Date
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	60 days following the Notice Date
Objection Deadline	60 days following the Notice Date
Claim Form Deadline	90 days following the Notice Date
Final Approval Hearing	**To be scheduled at least 120 days from Preliminary Approval. Class Counsel shall notice the hearing by separate notice.**

Termination of the Settlement Agreement and Use of this Preliminary Approval Order

17. If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

Jurisdiction Pending Settlement Approval

18. The Court has subject matter jurisdiction and personal jurisdiction over the Action, Plaintiffs, Settlement Class Members, Defendant, and any party to any agreement that is part of or related to the Settlement Agreement.

19. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

Stay of Proceedings

20. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement. Upon the entry of this order, with the exception of Class Counsel, Defendant's Counsel, Defendant, and the Class Representatives implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against the Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final

Approval of the Settlement. Final approval hearing will be conducted by Reliable Electronic Means.

DONE AND ORDERED, on this 19th day of August, 2026.

BY THE COURT:

8/19/2026 9:55:32 AM

Susan L Bailey

HONORABLE SUSAN L. BAILEY