

FILED
03-06-2026
Clerk of Circuit Court
Winnebago County, WI
2025CV001142

DATE SIGNED: March 6, 2026

Electronically signed by Hon. Daniel J. Bissett
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

WINNEBAGO COUNTY

LAQUINA BROOKS, NATHANIEL
JUNGWIRTH, LORI BUSCHER, SHERIKA
NEAL, MELISSA KIESOW, DEJA
TULLOCH, and BECKY SKOTZKE,
individually, and on behalf of all others
similarly situated,

Case No. 2025CV001142

Plaintiff,

v.

ALTA RESOURCES CORP.,

Defendant.

**[PROPOSED] ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, the terms of which are set forth in a Settlement Agreement¹ between Plaintiffs and Defendant.

¹ The capitalized terms used herein have the same meaning as those defined in the Settlement Agreement.

In November 2023, Defendant experienced a Data Incident in which criminals gained access to its network and computer systems. The information of approximately 37,363 individuals is allegedly impacted by the Data Breach, including their names, Social Security numbers, financial account information, taxpayer identification numbers, and other government issued identification (“PII”) and protected health information including health insurance and other health and medical information (“PHI”) (collectively, “Private Information”).

On January 2, 2025, Plaintiffs filed the first Class Action Complaint in the Eastern District of Wisconsin against Defendant, alleging it was negligent by failing to adequately protect Plaintiffs’ and Class Members’ Private Information from unauthorized access. Thereafter, five additional complaints were filed against Defendant and, on April 10, 2025, these cases were consolidated into one action with attorneys Nickolas J. Hagman and Gary M. Klinger appointed Interim Co-Lead Class Counsel. Following the exchange of informal discovery and a settlement demand the Parties participated in a mediation with the Hon. Wayne Andersen.

Plaintiffs and Defendant, through their counsel, have entered into a comprehensive Settlement Agreement following good faith arm’s-length negotiations. The Parties have agreed to settle this Action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of this Court as to the fairness, reasonableness, and adequacy of the settlement which, if approved, will result in the dismissal of the Action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs’ Motion for Preliminary Approval is **GRANTED** as set forth herein.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Wis. Stat. § 803.08, the Court provisionally certifies a Settlement Class in, this matter defined as follows:

All individuals who were notified that their Private Information was potentially compromised in the November 2023 Data Breach.

The Settlement Class specifically excludes: (i) Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Action; (iv) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class members; (d) Plaintiffs and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Plaintiffs predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Class Representatives and Settlement Class Counsel:** Laquina Brooks, Nathaniel Jungwirth, Lori Buscher, Sherika Neal, Melissa Kiesow, Deja Tulloch, and Becky Skotzke are hereby provisionally designated and appointed as Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore will be adequate Class Representatives.

The Court also finds Plaintiffs' counsel is experienced and adequate and is hereby provisionally designated as Class Counsel: Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP and Gary M. Klinger of Milberg, PLLC.

3. **Preliminary Settlement Approval:** Upon preliminary review, the Court concludes and finds that the proposed settlement is fair, reasonable, and adequate to warrant providing Notice of the settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction:** The Court concludes that it has subject matter jurisdiction over the Action and personal jurisdiction over the Parties before it for the purposes of the settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Winnebago County and Defendant conducts substantial business throughout Winnebago County.

5. **Final Approval Hearing:** A Final Approval Hearing shall be held on July 6, 2026, 2026, at 2:00 p.m. in the Circuit Court of Winnebago County, Wisconsin, or remotely if so set by the Court, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Wis. Stat. § 803.08; (b) the settlement should be finally approved as fair, reasonable, and adequate pursuant to Wis. Stat. § 803.08; (c) the Action should be dismissed with prejudice pursuant to the terms of the settlement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; and (e) the

Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards should be granted.

Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards shall be filed with the Court fourteen (14) days before the Opt-Out and Objection Date. Plaintiffs Motion for Final Approval of the Settlement shall be filed no later than fourteen (14) days before the initial Final Approval Hearing date.

6. Administration: The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility to implement the Notice Program and Settlement administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. All Settlement Administration Costs shall be paid by Defendant.

7. Notice to the Class: The proposed Notice Program set forth in the Settlement Agreement, and the Claim Form, Email Short-Form Notice, Postcard Short-Form Notice, Long-Form Notice, and Notice Plan attached to the Agreement as Exhibits A, B, C, D and E, satisfy the requirements of Wis. Stat. § 803.08, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be made without further order from the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

By forty-five (45) days following Preliminary Approval, the Settlement Administrator shall complete the Notice Program in the manner set forth in the Settlement Agreement.

8. Findings and Conclusions Concerning Notice: The Court finds that the form content, and method of giving notice to the Settlement Class as described in the Settlement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the

action; the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object or opt-out from the proposed Settlement and other rights under the terms of the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive Notice. As such, the Court concludes that the Notice Program meets all applicable requirements of law and the Due Process Clause(s) of the Wisconsin and United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. Exclusion from Class: Each individual in the Settlement Class wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Agreement.

To be effective, written notice must be postmarked no later than 60 days after the Notice Commencement Date. The Settlement Administrator shall provide the Parties with copies of all timely, valid, and completed opt-out notifications.

Any individual in the Settlement Class who does not timely and validly opt-out of the Settlement shall be bound by the terms of the Settlement. If a Final Approval Order is entered, any Settlement Class Member who has not submitted a timely, valid notice to opt-out of the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement. All individual

in the Settlement Class who submits a valid and timely notice to opt-out of the Settlement shall not be entitled to receive any benefits of the Settlement.

10. Objections and Appearances: A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards.

Each Settlement Class Member desiring to object shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

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

Any Settlement Class member, including a Settlement Class member who files and serves a written objection as described above, may appear at the Final Approval Hearing, either in-person or through counsel hired at the Settlement Class member's expense, to object to or

comment on the fairness, reasonableness, or adequacy of the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards. If the objecting Settlement Class member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class member who will appear at the Final Approval Hearing. If the objecting Settlement Class member intends to request the Court for permission to call witnesses at the Final Approval Hearing, the objecting Settlement Class member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony by the Objection Deadline.

If a Final Approval Order is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement or Application for Attorneys' Fees, Costs, and Service Awards.

11. Claims Process and Distribution and Allocation Plan: Class Counsel and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely and valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Approval Order are entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures

specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement, the Release included in that Settlement, and the Final Approval Order.

12. Termination of Settlement: This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement. In such event, the Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. Use of Order: This Order shall be of no force or effect if Final Approval Order is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Plaintiffs or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

14. Stay of Proceedings: Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

15. Continuance of Hearing: The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement

Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. Summary of Deadlines: The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include but are not limited to:

Notice Commencement Date: _____, 2026
(30 days following Preliminary Approval Order).

Motion for Attorney's Fees, Costs, and Service Awards: _____, 2026
(14 days before the Opt-Out and Objection Dates)

Opt-Out Date: _____, 2026
(60 days after the Notice Commencement Date)

Objection Deadline: _____, 2026
(60 days after the Notice Commencement Date)

Claims Deadline: _____, 2026
(135 days after the Notice Commencement Date)

Final Approval Hearing: July 6, 2026
(At least 120 days after Preliminary Approval Order)

IT IS SO ORDERED this the _____ day of _____, 2026.