

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

ERIC SKINNER, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

UNITED OF OMAHA LIFE
INSURANCE COMPANY,

Defendant.

Case No. CI 24-6396

**PRELIMINARY APPROVAL
AMENDED ORDER**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the "Motion"), the terms of which are set forth in a Settlement Agreement and Release between Plaintiff and Defendant United of Omaha Life Insurance Company ("Omaha" or "Defendant"); (together with Plaintiff, the "Parties"), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of their Motion (the "Settlement Agreement").¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

Certification of the Settlement Class.

1. The Court has conducted a preliminary evaluation of the terms set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Classes meets all applicable requirements of Neb. Rev. St. §25-319 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Representative and Class Counsel will fairly and adequately protect the interest of the Settlement Class, and that a class action is an appropriate method for the fair and efficient adjudication of the Action.

2. Pursuant to Section 25-319 of the Nebraska Revised Statute and for settlement purposes only, the Court certifies the following Settlement Class, consisting of:

All individuals residing in the United States whose Private Information was accessed and/or acquired by an unauthorized party as a result of the data breach reported by Defendant in July 2024.

Excluded from the Settlement Class is: (i) Omaha and Omaha's parents, subsidiaries, affiliates and any entity in which Omaha 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 Settling Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, 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 Incident, or who pleads *nolo contendere* to any such charge.

Settlement Class Representatives and Settlement Class Counsel.

3. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Kerry Dobson, Eric Skinner, Ernestine Thompson, and Jawaun Viverette as Class Representatives.

4. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel: M. Anderson Berry, Clayeo C. Arnold, A Professional Corp.; Gary M. Klinger, Milberg Coleman Bryson Phillips Grossman PLLC; and Tyler J. Bean, Siri & Glimstad LLP.

Preliminary Settlement Approval.

5. Upon preliminary review of the Settlement Agreement, the Court finds that (i) there is good cause to believe that the Settlement Agreement is fair, reasonable and adequate; (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case with the assistance of an experienced mediator; and (iii) the Settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

Final Approval Hearing.

6. A Final Approval Hearing shall be held on June 25, 2025 at 9:00 a.m. at the Hall of Justice, Courtroom _____ in Omaha, Douglas County, Nebraska, where the Court will, among other things, determine: (i) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (ii) whether judgment should be entered for the claims of the Representative Plaintiffs, including the claims of Class Members who have not requested exclusion from the Settlement Classes; (iii) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (iv) whether to approve the payment of an incentive award to the Class Representatives. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members.

Claims Administration and Notice.

7. The Court appoints Kroll Settlement Administration, LLC as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

8. The Court approves, as to form, content, and distribution, the Notice plan and all forms of Notice to the Settlement Classes as set forth in the

Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A, B, and D** and finds that such Notice complies fully with the requirements of Section 25-319 of the Nebraska Revised Statute. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Classes of the pendency of the Action, the terms of the Settlement Agreement, and the right to object to the Settlement Agreement and to exclude themselves from the Settlement Classes. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting the publication.

9. The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

Exclusion from Class.

10. Any Settlement Class Member who wishes to be excluded from the Settlement Classes must submit a valid and timely Request for Exclusion. Valid Settlement Class Member Requests for Exclusion must (i) state a full name, current address, and telephone number; (ii) contain the Settlement Class Member's signature; (iii) contain a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Classes, does not wish to be a Settlement Class Member, and elects to be excluded from any judgement entered pursuant to the Settlement; and (iv) be postmarked no later than 60 days from the date the Class Notice is issued. All persons falling within the definition of the Settlement Classes who do not request to be excluded from the Settlement Classes in the manner described in this Paragraph shall be bound by the terms of the Settlement Agreement. Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court. All Persons who submit valid and timely requests to be excluded from the Settlement Classes shall not receive any benefits of and/or be bound by the terms of the Settlement Agreement.

11. If Defendant terminates the Settlement Agreement according to its terms, the Parties shall return to their respective positions immediately prior to entering into the Settlement Agreement and the Parties' settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiffs in any manner.

Right to Object.

12. Any Settlement Class Member who objects to the settlement may appear in person, at their own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (i) the objector's full name and address; (ii) the full case name and docket number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, 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 any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will 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 (if any) representing him or her in connection with the objection. Should the objector wish to appear at the Final Approval Hearing, they must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on their behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights they may have to appear separately and/or object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in

this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment Order approving the Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Nebraska Rules of Appellate Practice and not through a collateral attack.

Claims Process.

13. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice Plan.

14. The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Long Notice and the Claim Form. If the Final Order and Judgment is 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 Long 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 Final Judgment and Order, including the releases contained therein.

Termination of Settlement.

15. 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 before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (i) the Court does not enter this Preliminary Approval Order; (ii) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (iii) there is no Effective Date; or (iv) otherwise consistent with the terms of the Settlement Agreement. In such event, (i) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid

prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

Use of Order.

16. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment 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, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

Continuance of Hearing.

17. The Court reserves the right to adjourn or continue the Final Fairness 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 Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Classes.

Stay of Action.

18. All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

Schedule and Deadlines.

19. The Court orders the following schedule of dates for the specified actions/further proceedings:

SETTLEMENT TIMELINE

Grant of Preliminary Approval	
Defendants provide list of Settlement Class Members to the Claims Administrator	14 days after Preliminary Approval
Notice Commencement Date	30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Date	60 days after Notice Commencement Date
Opt-Out Date	60 days after Notice Commencement Date
Claims Deadline	90 days after Notice Commencement Date
Final Approval Hearing	120+ days after Preliminary Approval Order
Motion for Final Approval	14 days before Final Approval Hearing Date
Claims Administrator Provide Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date

SO ORDERED THIS 6th DAY OF February,
2025.



Leigh Ann Retelsdorf
District Court Judge