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IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

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

Plaintiff,

vs.

UNITED OF OMAHA LIFE
INSURANCE COMPANY,

Defendant.

Case No. D01CI240006396

**CLASS ACTION SETTLEMENT
AGREEMENT**

1 This Settlement Agreement, dated January , 2025, is made and entered into
2 by and among Plaintiffs Kerry Dobson, Eric Skinner, Ernestine Thompson and
3 Jawaun Viverette (“Representative Plaintiffs”), individually and on behalf of the
4 Settlement Class and United of Omaha Life Insurance Company (“Omaha” or
5 “Defendant”) (Representative Plaintiffs and Defendant shall be collectively referred
6 to herein as the “Settling Parties”), by and through their respective counsel.

7 **RECITALS**

8 WHEREAS, on August 5, 2024, Plaintiff Kerry Dobson filed a class action
9 complaint in the United States District Court for the District of Nebraska entitled
10 *Kerry Dobson v. United of Omaha Life Insurance Company*, Case No. 8:24-cv-
11 00306-BCB-MDN (the “*Dobson* Action”);

12 WHEREAS, on August 13, 2024, Plaintiff Jawaun Viverette filed a class
13 action complaint in the United States District Court for the District of Nebraska
14 entitled *Jawaun Viverette v. United of Omaha Life Insurance Company*, Case No.
15 8:24-cv-00317-BCB-MDN (the “*Viverette* Action”);

16 WHEREAS, on August 14, 2024, Plaintiff Eric Skinner filed a class action
17 complaint in the District Court of Douglas County, Nebraska (the “Court”) entitled,
18 *Eric Skinner v. United of Omaha Life Insurance Company*, Case No.
19 D01CI240006396 (the “*Skinner* Action”);

20 WHEREAS, on August 20, 2024, Plaintiff Ernestine Thompson filed a class
21 action complaint in the United States District Court for the District of Nebraska
22 entitled *Ernestine Thompson v. United of Omaha Life Insurance Company*, Case No.
23 8:24-cv-00324-BCB-MDN (the “*Thompson* Action”) (collectively, the *Dobson*,
24 *Viverette*, *Skinner*, and *Thompson* Actions shall be referred to herein as the
25 “Litigation”) (collectively, the class action complaints filed in the *Dobson*, *Viverette*,
26 *Skinner*, and *Thompson* actions shall be referred to herein as the operative
27 “Complaints”);
28

1 WHEREAS, the operative Complaints assert similar claims against Defendant
2 including: (1) negligence; (2) negligence *per se*, (3) breach of contract, (4) breach of
3 implied contract, (5) breach of third-party beneficiary contract; (6) unjust
4 enrichment, (7) breach of fiduciary duty, (8) invasion of privacy, and (9) declaratory
5 judgment all arising from the Data Incident (as such term is defined below);

6 WHEREAS, Defendant has denied and continues to deny (a) each and every
7 allegation and all charges of wrongdoing or liability of any kind whatsoever asserted
8 or which could have been asserted in this Litigation, (b) that the Representative
9 Plaintiffs in the Litigation and the class they purport to represent have suffered any
10 damage, and (c) that the Litigation satisfies the requirements to be tried as a class
11 action under Neb. Rev. Stat. §§ 25-319. Without acknowledging any fault or liability
12 on the part of the Defendant, the Settling Parties have agreed to enter into this
13 Agreement as an appropriate compromise of Representative Plaintiffs' and
14 Settlement Class Members' claims to put to rest all controversy and to avoid the
15 uncertainty, risk, and/or expense of burdensome, protracted, and costly litigation that
16 would be involved in prosecuting and defending this Litigation. This agreement is
17 for settlement purposes only, and nothing in this agreement shall constitute, be
18 construed as, or be admissible in evidence as any admission of the validity of any
19 claim or any fact alleged by Representative Plaintiffs in this action or in any other
20 pending or subsequently filed action, or of any wrongdoing, fault, violation of law,
21 or liability of any kind on the part of Defendant or admission by any of the parties of
22 the validity or lack thereof of any claim, allegation, or defense asserted in this
23 Litigation or in any other action;

24 WHEREAS, the Settling Parties participated in good faith, arms-length
25 settlement discussions over the course of several months, through which the general
26 terms of a settlement were negotiated and finalized;

27 WHEREAS, Class Counsel (as such term is defined below) conducted a
28 thorough examination and evaluation of the relevant law and facts to assess the merits

1 of the claims to be resolved in this settlement and how best to serve the interests of
2 the putative class in the Litigation. Based on this investigation and the negotiations
3 described above, Class Counsel have concluded, taking into account the sharply
4 contested issues involved, the risks, uncertainty and cost of further prosecution of
5 this Litigation, and the benefits to be provided to the Settlement Class pursuant to
6 this Agreement, that a settlement with Defendant on the terms set forth in this
7 Agreement is fair, reasonable, adequate and in the best interests of the putative class;

8 WHEREAS, this Settlement Agreement is intended to fully, finally and forever
9 resolve all claims and causes of action asserted, or that could have been asserted
10 based upon the facts alleged in the Complaints, against Defendant and the Released
11 Persons (as such term is defined below), by and on behalf of the Representative
12 Plaintiffs and Settlement Class Members, and any other such actions by and on behalf
13 of any other putative classes of individuals against Defendant originating, or that may
14 originate, in jurisdictions in the United States, reasonably related to the operative
15 facts alleged in the Complaints.

16 NOW, THEREFORE, IT IS HEREBY AGREED, by and between the
17 Representative Plaintiffs, Class Counsel, and Defendant, that, subject to the approval
18 of the Court as provided for in this Agreement, the Litigation and Released Claims
19 shall be fully and finally settled, compromised, and released, on the following terms
20 and conditions:

21 **I. DEFINITIONS**

22 As used in this Settlement Agreement, the following terms have the meanings
23 specified below:

24 1.1 “Agreement” or “Settlement Agreement” means this agreement.

25 1.3 “Claims Administration” means the processing and payment of claims
26 received from Settlement Class Members by the Claims Administrator.

27 1.4 “Claims Administrator” means Kroll, LLC (also referred to herein as
28 “Kroll”).

1 1.5 “Claims Deadline” means the postmark and/or online submission
2 deadline for valid claims submitted pursuant to ¶ 2 below. The Claims Deadline is
3 90 days after the Notice Commencement date.

4 1.6 “Claim Form” means the tear-off claim form that is part of the postcard
5 Short Notice and that is to be used by Settlement Class Members to submit a
6 Settlement Claim, either through the mail or online through the Settlement Website,
7 substantially in the form as shown in **Exhibit A**.

8 1.7 “Costs of Claims Administration” means all actual costs associated with
9 or arising from Claims Administration. Defendant shall pay all Costs of Claims
10 Administration.

11 1.8 “Court” means the District Court of Douglas County, Nebraska.

12 1.9 “Data Incident” means the cyberattack perpetrated against Omaha that
13 occurred between April 21, 2024 and April 23, 2024, and which Defendant learned
14 about on or around June 28, 2024.

15 1.10 “Dispute Resolution” means the process for resolving disputed
16 Settlement Claims as set forth in this Agreement.

17 1.11 “Effective Date” means the first date by which all of the events and
18 conditions specified in ¶ 11.1 herein have occurred and been met.

19 1.12 “Final” means the occurrence of all of the following events: (i) the
20 settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the
21 Court has entered a Judgment (as that term is defined herein); and (iii) the time to
22 appeal or seek permission to appeal from the Judgment has expired or, if appealed,
23 the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its
24 entirety by the court of last resort to which such appeal may be taken, and such
25 dismissal or affirmance has become no longer subject to further appeal or review.
26 Notwithstanding the above, any order modifying or reversing any attorneys’ fee
27 award or service award made in this case shall not affect whether the Judgment is
28 “Final” as defined herein or any other aspect of the Judgment.

1 1.13 “Judgment” means a judgment rendered by the Court.

2 1.14 “Long Notice” means the long form notice of settlement posted on the
3 Settlement Website, substantially in the form as shown in **Exhibit B**.

4 1.15 “Notice Commencement Date” means thirty days (30) following entry
5 of the Preliminary Approval Order.

6 1.16 “Notice Program” means steps taken by the Claims Administrator to
7 notify Settlement Class Members of the settlement as set forth below.

8 1.17 “Objection Date” means the date by which Settlement Class Members
9 must file with the Court, with service to counsel for the Settling Parties, their
10 objection to the Settlement Agreement for that objection to be effective. The
11 Objection Date is 60 days after the Notice Commencement Date.

12 1.18 “Opt-Out Date” means the date by which Settlement Class Members
13 must mail their requests to be excluded from the Settlement Class for that request to
14 be effective. The postmark date shall constitute evidence of the date of mailing for
15 these purposes. The Opt-Out Date is 60 days after the Notice Commencement Date.

16 1.19 “Person” means an individual, corporation, partnership, limited
17 partnership, limited liability company or partnership, association, joint stock
18 company, estate, legal representative, trust, unincorporated association, government
19 or any political subdivision or agency thereof, and any business or legal entity, and
20 their respective spouses, heirs, predecessors, successors, representatives, or
21 assignees.

22 1.20 “Preliminary Approval Order” means the order preliminarily approving
23 the Settlement Agreement and ordering that notice be provided to Settlement Class
24 Members substantially in the form attached hereto as **Exhibit C**.

25 1.21 “Proposed Settlement Class Counsel” and “Class Counsel” means M.
26 Anderson Berry of Clayco C. Arnold, A Professional Corp.; Gary M. Klinger of
27 Milberg Coleman Bryson Phillips Grossman, PLLC; and Tyler J. Bean of Siri &
28 Glimstad LLP.

1 1.22 “Publication Notice” means a copy of the Public Notice (**Exhibit E**) that
2 will be posted on the Settlement Website and distributed by digital means, in
3 consultation with the Claims Administrator, in order to provide notice of this
4 Settlement to the Settlement Class Members for whom Omaha did not have mailing
5 addresses to provide to the Claims Administrator for mailing the Short Notice and
6 Reminder Notice.

7 1.23 “Related Entities” means Omaha’s respective past or present officers,
8 directors, employees, servants, members, partners, principals, shareholders, owners,
9 parents, subsidiaries, divisions, partnerships, and related or affiliated entities, and
10 each of their respective predecessors, successors, directors, officers, employees,
11 principals, agents, attorneys, executors, heirs, administrators, joint ventures, personal
12 representatives, assigns, transferees, trustees, insurers, and reinsurers, and includes,
13 without limitation, any Person related to any such entity who is, was, or could have
14 been named as a defendant in any of the actions in the Litigation.

15 1.24 “Released Claims” shall collectively mean any and all past, present, and
16 future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees,
17 losses, rights, demands, charges, complaints, actions, suits, petitions, obligations,
18 debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known
19 or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent,
20 direct or derivative, matured or unmatured, in law or equity, and any other form of
21 legal or equitable relief that has been asserted, was asserted, or could have been
22 asserted, by any Settlement Class Member against any of the Released Persons
23 reasonably related to the operative facts alleged in or otherwise described by the
24 Complaints. Released Claims shall not include the right of any Settlement Class
25 Member or any of the Released Persons to enforce the terms of the settlement
26 contained in this Settlement Agreement, and shall not include the claims of
27 Settlement Class Members who have timely excluded themselves from this
28 settlement proceeding using the protocol described herein.

1 1.25 “Released Persons” means Omaha and its Related Entities.

2 1.26 “Reminder Notice” means a copy of the Short Notice (**Exhibit D**) that
3 will be mailed to the remaining Settlement Class Members who did not submit a
4 claim. The Reminder Notice shall be issued only in the event that the claims rate is
5 less than 2% as of thirty (30) days after Notice has been issued to the Settlement
6 Class.

7 1.27 “Settlement Claim” means a claim for settlement benefits made under
8 the terms of this Settlement Agreement.

9 1.28 “Settlement Class” means all individuals residing in the United States
10 whose Private Information was accessed and/or acquired by an unauthorized party as
11 a result of the Data Incident reported by Defendant in July 2024. Settlement Class
12 Members specifically excludes: (i) Omaha and Omaha’s parents, subsidiaries,
13 affiliates and any entity in which Omaha has a controlling interest; (ii) all individuals
14 who make a timely election to be excluded from this proceeding using the correct
15 protocol for opting out; (iii) the attorneys representing the Settling Parties in the
16 Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their
17 immediate family members; and (v) any person found by a court of competent
18 jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting
19 the Data Incident, or who pleads *nolo contendere* to any such charge. The Settlement
20 Class consists of approximately 140,224 individuals. These individuals constitute the
21 “Settlement Class” solely for purposes of certifying a settlement class in this
22 Litigation.

23 1.29 “Settlement Class Member(s)” means a Person(s) who falls within the
24 definition of the Settlement Class.

25 1.30 “Settlement Class Representatives” or “Representative Plaintiffs”
26 means Kerry Dobson, Eric Skinner, Ernestine Thompson, and Jawaun Viverette.

27 1.31 “Settling Parties” means, collectively, Omaha and Representative
28 Plaintiffs, individually and on behalf of the Settlement Class Members.

1 1.32 “Settlement Website” means a website, the URL for which to be
2 mutually selected by the Settling Parties, that will inform Settlement Class Members
3 of the terms of this Settlement Agreement, their rights, dates and deadlines and
4 related information, as well as provide the Settlement Class Members with the ability
5 to submit a Settlement Claim online.

6 1.33 “Short Notice” means the short form notice of the proposed class action
7 settlement with tear-off Claim Form, substantially in the form as shown in **Exhibit**
8 **D**. The Short Notice will direct recipients to the Settlement Website and inform
9 Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out
10 Date and Objection Date, and the date of the Final Fairness Hearing.

11 1.34 “United States” as used in this Settlement Agreement includes all 50
12 states, the District of Columbia, and all territories.

13 1.35 “Valid Claims” means Settlement Claims in an amount approved by the
14 Claims Administrator or found to be valid through the claims processing and/or
15 Dispute Resolution process, or through the process for review and challenge set forth
16 in the section entitled, “Administration of Claims.”

17 **II. SETTLEMENT CLASS BENEFITS**

18 2.1 Identity Theft Protection and/or Credit Monitoring. All Settlement Class
19 Members are eligible for two (2) years of free identity-theft protection and credit
20 monitoring from one bureau. The two years of free identity-theft protection and credit
21 monitoring provided under this Settlement Agreement shall be in addition to any
22 other identity-theft protection and credit monitoring received by Settlement Class
23 Members from Defendant. Settlement Class Members must submit a Claim Form
24 before the Claims Deadline to be provided with this benefit. The opportunity for
25 Settlement Class Members to enroll in Identity Theft Protection and/or Credit
26 Monitoring services will begin upon the Effective Date of the settlement and will
27 remain available for commencement for 90 days thereafter. Protection and
28 monitoring provided shall include, at a minimum:

- a) Credit monitoring with at least one major credit reporting agency.
- b) Identity restoration and recovery services.
- c) \$1,000,000 identity theft insurance with no deductible.

2.1.1 Settlement Class Members can enroll for these identity protection and credit monitoring services whether or not they are eligible for a monetary recovery under this Settlement.

2.1.2 Those Settlement Class Members who already have obtained monitoring and protection services offered through Defendant as a result of the Data Incident will receive the two (2) years of monitoring and protection services available under ¶ 2.1, which coverage will begin from the expiration date of the monitoring and protection services already received.

2.2 Cash Benefits. Defendant agrees to make available the below compensation to Settlement Class Members who submit valid and timely Claim Forms. Claims will be reviewed for completeness and plausibility by the Claims Administrator. For claims deemed invalid, the Claims Administrator shall provide claimants an opportunity to cure in accordance with ¶¶ 2.4 and 10.1 below, unless an inability to cure is apparent from the face of the claim, e.g., the claimant is not a Settlement Class Member.

2.2.1 Reimbursement for Lost Time: Settlement Class Members may submit claims to be compensated for lost time they reasonably spent responding to the Data Incident. Settlement Class Members may claim up to four (4) hours of time compensated at the rate of \$20.00 per hour for a total of \$80.00. All such lost time must be fairly traceable to the Data Incident and supported by an attestation under penalty of perjury that the time spent was reasonably incurred dealing with the Data Incident.

2.2.2 Compensation for Losses: Defendant will provide up to \$1,500.00 in compensation to each Settlement Class Member upon submission of a valid and timely Claim Form and supporting documentation for losses incurred as a

1 direct result of the Data Incident. Losses can arise from the following categories of
2 expenses, fees, and lost time:

3 *a. Out of pocket expenses incurred as a direct result of the Data*
4 *Incident, including but not limited to documented bank fees, long*
5 *distance phone charges, cell phone charges (only if charged by the*
6 *minute), data charges (only if charged based on the amount of data*
7 *used), postage, or gasoline for local travel, all of which must be fairly*
8 *traceable to the Data Incident, and must not have been previously*
9 *reimbursed by a third party. All losses must be supported by*
10 *documentation substantiating the full extent of the amount claimed,*
11 *and all out-of-pocket fees incurred must be reasonably described and*
12 *attested to under penalty of perjury.*

13 *b. Fees for credit reports, credit monitoring, or other identity theft*
14 *insurance product purchased in response to the Data Incident by the*
15 *date of the close of the claims period. These fees must be supported*
16 *by documentation substantiating the full extent of the amount*
17 *claimed and the fees, as attested to under penalty of perjury, must be*
18 *reasonably connected to the Data Incident;*

19 **2.2.3 Alternative Cash Payment:** Settlement Class Members will be
20 eligible for an Alternative Cash Payment of \$50.00 if they choose not to make claims
21 for the Compensation for Losses or Reimbursement for Lost Time benefits described
22 in ¶¶ 2.2.1-2.2.2 above.

23 **2.2.4** Settlement Class Members seeking reimbursement under ¶¶
24 2.2.1 and/or 2.2.2 must complete and submit to the Claims Administrator a Claim
25 Form in a form substantially similar to the one attached as **Exhibit A**, postmarked or
26 submitted online on or before the Claims Deadline. The notice to the Settlement Class
27 Members will specify this deadline and other relevant dates described herein. The
28 Claim Form must be verified by the Settlement Class Member with a statement that

1 his or her claim is true and correct, to the best of his or her knowledge and belief, and
2 is being made under penalty of perjury. Notarization shall not be required. Disputes
3 as to claims submitted under this paragraph are to be resolved pursuant to the
4 provisions stated in ¶¶ 2.4, 10.1.

5 2.3 Business Practice Enhancements, Including Monetary Investment into
6 Data Security. Defendant has and will continue to undertake certain reasonable steps
7 to enhance the security deployed to secure access to its data network. Defendant
8 estimates the cost or value of these enhancements will exceed \$250,000. For
9 example, Defendant hired a third party to identify additional security measures that
10 it has implemented (including improvements to its operating environment and two-
11 factor authentication program), administered new employee phishing education
12 campaigns, and has improved its file retention practices.

13 Defendant has or will provide Settlement Class counsel reasonable
14 confidential confirmatory discovery upon request identifying the Settlement Class
15 Members and the enhancements, including value of the enhancements, made, or
16 being made to protect Settlement Class Members' information stored on Defendant's
17 data network. The confidential confirmatory discovery period will begin on the
18 execution of this Settlement Agreement between the Settling Parties and conclude no
19 later than 30 days thereafter.

20 2.4 Dispute Resolution. The Claims Administrator, in its discretion to be
21 reasonably exercised, will determine whether: (1) the claimant is a Settlement Class
22 Member; (2) the claimant has provided all information needed to complete the Claim
23 Form, including any documentation that may be necessary to reasonably support the
24 lost time, out-of-pocket expenses, ordinary fees, described in ¶¶ 2.2.1 and/or 2.2.2;
25 and (3) the information submitted could lead a reasonable person to conclude that
26 more likely than not the claimant has suffered the claimed losses as a result of the
27 Data Incident. The Claims Administrator may, at any time, request from the claimant,
28 in writing, additional information as the Claims Administrator may reasonably

1 require in order to evaluate the claim (e.g., documentation requested on the Claim
2 Form, information regarding the claimed losses, available insurance and the status of
3 any claims made for insurance benefits, and claims previously made for identity theft
4 and the resolution thereof). For any such Settlement Claims that the Claims
5 Administrator determines to be implausible, the Claims will be deemed invalid and
6 submitted to counsel for the Settling Parties. If counsel for the Settling Parties agree
7 that any such claim is a Valid Claim, the Claims Administrator shall follow counsel's
8 joint direction regarding the disposition of the claim.

9 2.4.1 Upon receipt of an incomplete or unsigned Claim Form or a
10 Claim Form that is not accompanied by sufficient documentation to determine
11 whether the claim is facially valid, the Claims Administrator shall request additional
12 information and give the claimant thirty (30) days to cure the defect before rejecting
13 the claim. If the defect is not cured, then the claim will be deemed invalid and there
14 shall be no obligation to pay the claim.

15 2.4.2 Following receipt of additional information requested by the
16 Claims Administrator, the Claims Administrator shall have thirty (30) days to accept,
17 in whole or lesser amount, or reject each claim. If, after review of the claim and all
18 documentation submitted by the claimant, the Claims Administrator determines that
19 such a claim is valid, then the claim shall be paid, subject to the review and challenge
20 process set forth in ¶ 10.1. If the claim is determined to be invalid, then the Claims
21 Administrator will submit it to counsel for the Settling Parties. If counsel for the
22 Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator
23 shall follow counsel's joint direction regarding the disposition of the claim.

24 2.4.3 Settlement Class Members shall have thirty (30) days from
25 receipt of the offer to accept or reject any offer of partial payment received from the
26 Claims Administrator. If a Settlement Class Member rejects an offer from the Claims
27 Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its
28 initial adjustment amount and make a final determination. If the claimant approves

1 the final determination, then the approved amount shall be the amount to be paid. If
2 the claimant does not approve the final determination within thirty (30) days, then
3 the dispute will be submitted to counsel for the Settling Parties within an additional
4 ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties'
5 joint direction regarding the disposition of the claim.

6 **III. CLASS CERTIFICATION**

7 3.1 The Settling Parties agree, for purposes of this settlement only, to the
8 certification of the Settlement Class. If the settlement set forth in this Settlement
9 Agreement is not approved by the Court, or if the Settlement Agreement is terminated
10 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement
11 Agreement, and the certification of the Settlement Class provided for herein will be
12 vacated and the Litigation shall proceed as though the Settlement Class had never
13 been certified, without prejudice to any Person's or Settling Party's position on the
14 issue of class certification or any other issue or defense. The Settling Parties'
15 agreement to the certification of the Settlement Class is also without prejudice to any
16 position asserted by the Settling Parties in any other proceeding, case or action, as to
17 which all of their rights are specifically preserved.

18 **IV. NOTICE AND CLAIMS ADMINISTRATION**

19 4.1 The Settling Parties have selected Kroll, subject to Court approval, to
20 serve as the Claims Administrator and be charged with delivering sufficient notice
21 (including direct Short Notice, Publication Notice, and Reminder Notice, if needed)
22 and administering the claims process. Defendant will pay the entirety of the
23 settlement administration fees, including the cost of initial Short Notice, Publication
24 Notice, and the Reminder Notice. The original direct Short Notice to Settlement Class
25 Members will be in the form of a postcard notice with a tear-off Claim Form.

26 4.2 After the Court enters an order finally approving the Settlement, the
27 Claims Administrator shall provide the requested relief to all Settlement Class
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1 Members that made a valid and timely claim, subject to the individual caps on
2 Settlement Class Member payments set forth in ¶ 2 above.

3 **V. PRELIMINARY APPROVAL**

4 5.1 As soon as practicable after the execution of the Settlement Agreement,
5 Proposed Settlement Class Counsel and counsel for Omaha shall jointly submit this
6 Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file
7 an unopposed motion for preliminary approval of the settlement with the Court
8 requesting entry of a Preliminary Approval Order in a form substantially similar to
9 the one attached as **Exhibit C**, requesting, among other things:

- 10 a) certification of the Settlement Class for settlement purposes only
11 pursuant to ¶ 3.1;
- 12 b) preliminary approval of the Settlement Agreement as set forth
13 herein;
- 14 c) appointment of Proposed Settlement Class Counsel as Settlement
15 Class Counsel;
- 16 d) appointment of Representative Plaintiffs as Settlement Class
17 Representatives;
- 18 e) approval of a customary form of Short Notice to be mailed to
19 Settlement Class Members, in a form substantially similar to
20 **Exhibit D**;
- 21 f) approval of the Long Notice to be posted on the Settlement
22 Website in a form substantially similar to **Exhibit B**, which,
23 together with the Short Notice, shall include a fair summary of
24 the Settling Parties' respective litigation positions, the general
25 terms of the settlement set forth in the Settlement Agreement,
26 instructions for how to object to or opt-out of the settlement, the
27 process and instructions for making claims to the extent
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1 contemplated herein, and the date, time and place of the Final
2 Fairness Hearing; and

3 g) appointment of the Claims Administrator.

4 The Short Notice, Publication Notice, Long Notice, and Reminder Notice (if
5 necessary) will be reviewed and approved by the Claims Administrator but may be
6 revised as agreed upon by the Settling Parties prior to submission to the Court for
7 approval.

8 5.2 Omaha shall pay for providing notice to Settlement Class Members in
9 accordance with the Preliminary Approval Order, and the costs of such notice,
10 together with the Costs of Claims Administration. Attorneys' fees, costs, and
11 expenses of Settlement Class Counsel, and service awards to Class Representatives,
12 as approved by the Court, shall be paid by Omaha as set forth in ¶ 9 below.

13 5.3 Notice shall be provided to Settlement Class Members by the Claims
14 Administrator as follows:

15 5.3.1 Settlement Class Member Information: No later than fourteen
16 (14) days after entry of the Preliminary Approval Order, Omaha shall provide the
17 Claims Administrator with the name and last known physical address of each
18 Settlement Class Member (collectively, "Class Member Information") that Omaha
19 used to notify Settlement Class Members of the Data Incident. The Settlement Class
20 Member Information and its contents shall be used by the Claims Administrator
21 solely for the purpose of performing its obligations pursuant to this Settlement
22 Agreement and shall not be used for any other purpose at any time. Except to
23 administer the settlement as provided in this Settlement Agreement or provide all
24 data and information in its possession to the Settling Parties upon request, the Claims
25 Administrator shall not reproduce, copy, store, or distribute in any form, electronic
26 or otherwise, the Settlement Class Member Information.

27 5.3.2 Settlement Website: Prior to the dissemination of the Short Notice
28 and Publication Notice, the Claims Administrator shall establish the Settlement

1 Website that will inform Settlement Class Members of the terms of this Settlement
2 Agreement, their rights, dates and deadlines and related information. The Settlement
3 Website shall include, in .pdf format and available for download, the following: (i)
4 the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this
5 Settlement Agreement; (v) the operative Complaints filed in the Litigation; (vi) the
6 Publication Notice, and (vii) any other materials agreed upon by the Settling Parties
7 and/or required by the Court. The Settlement Website shall provide Settlement Class
8 Members with the ability to complete and submit the Claim Form electronically.

9 5.3.3 Short Notice: Within thirty (30) days after the entry of the
10 Preliminary Approval Order and to be substantially completed not later than forty-
11 five (45) days after entry of the Preliminary Approval Order, and subject to the
12 requirements of this Agreement and the Preliminary Approval Order, the Claims
13 Administrator will provide notice to Settlement Class Members as follows:

14 a) Via U.S. mail to all Settlement Class Members for whom a
15 valid U.S. mailing address is known. Before any mailing
16 under this paragraph occurs, the Claims Administrator
17 shall run the postal addresses of Settlement Class Members
18 through the United States Postal Service (“USPS”)
19 National Change of Address database to update any change
20 of address on file with the USPS;

21 i. In the event that a mailed Short Notice is returned to
22 the Claims Administrator by the USPS because the
23 address of the recipient is no longer valid, and the
24 envelope contains a forwarding address, the Claims
25 Administrator shall re-send the Short Notice to the
26 forwarding address within seven (7) days of
27 receiving the returned Short Notice;
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ii. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

b) Via Publication Notice that will be posted and distributed by digital means, in consultation with the Claims Administrator, to provide notice of this Settlement to the Settlement Class Members for whom Omaha was not able to provide the Claims Administrator with a valid mailing address;

c) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

1 5.3.4 Toll-Free Number: A toll-free help line shall be made available
2 to provide Settlement Class Members with additional information about the
3 settlement. The Claims Administrator also will provide copies of the forms of Short
4 Notice, Publication Notice, Long Notice, and Claim Form, as well as this Settlement
5 Agreement, upon request;

6 5.3.5 Reminder Notice: As required under ¶ 1.26, to the extent the
7 claims rate is less than 2% as of 30 days after initial notice has been issued to the
8 Settlement Class, the Claims Administrator will issue a Reminder Notice consisting
9 of a single postcard notice to each Settlement Class Member who has not submitted
10 a Claim Form.

11 5.3.6 Contemporaneously with seeking Final Approval of the
12 Settlement, Proposed Settlement Class Counsel and Omaha shall cause to be filed
13 with the Court an appropriate affidavit or declaration with respect to complying with
14 this provision of notice.

15 5.4 The Short Notice, Publication Notice, Long Notice, and other applicable
16 communications to the Settlement Class may be adjusted by the Claims
17 Administrator, respectively, in consultation and agreement with the Settling Parties,
18 as may be reasonable and consistent with such approval. The Notice Program shall
19 commence within thirty (30) days after entry of the Preliminary Approval Order and
20 shall be completed within forty-five (45) days after entry of the Preliminary Approval
21 Order.

22 5.5 Proposed Settlement Class Counsel and Omaha’s counsel shall request
23 that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”)
24 and grant final approval of the settlement set forth herein.

25 **VI. OPT-OUT PROCEDURES**

26 6.1 Each Person wishing to opt-out of the Settlement Class shall
27 individually sign and timely submit written notice of such intent to the designated
28 Post Office box established by the Claims Administrator. The written notice must

1 clearly manifest a Person’s intent to opt-out of the Settlement Class. To be effective,
2 written notice must be postmarked by the Opt-Out Date.

3 6.2 Persons who submit valid and timely notices of their intent to opt-out of
4 the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as “Opt-Outs,”
5 shall not receive any benefits of and/or be bound by the terms of this Settlement
6 Agreement. All Persons falling within the definition of the Settlement Class who do
7 not opt-out of the Settlement Class in the manner set forth in ¶ 6.1 above shall be
8 bound by the terms of this Settlement Agreement and Judgment entered thereon.

9 6.3 In the event that within ten (10) days after the Opt-Out Date as approved
10 by the Court, there have been more than one thousand four hundred and three (1,403)
11 timely and valid Opt-Outs submitted, Defendant may, by notifying Settlement Class
12 Counsel and the Court in writing, within five (5) business days from the date the
13 Claims Administrator provides written notice to Defendant of the number of opt-
14 outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement,
15 Defendant shall be obligated to pay all settlement expenses already incurred,
16 excluding any attorneys’ fees, costs, and expenses of Class Counsel and Plaintiffs’
17 Counsel and service awards and shall not, at any time, seek recovery of same from
18 any other party to the Litigation or from counsel to any other party to the Litigation.

18 **VII. OBJECTION PROCEDURES**

19 7.1 Each Settlement Class Member desiring to object to the Settlement
20 Agreement shall submit a timely written notice of his or her objection by the
21 Objection Date. Such notice shall state: (i) the objector’s full name and address; (ii)
22 the case name and docket number – *Eric Skinner, et al v. United of Omaha Life*
23 *Insurance Company*, Case No. D01CI240006396 (Douglas County, Neb.); (iii)
24 information identifying the objector as a Settlement Class Member, including proof
25 that the objector is a Settlement Class Member (e.g., copy of the objector’s settlement
26 notice, copy of original notice of the Data Incident, or a statement explaining why
27 the objector believes he or she is a Settlement Class Member); (iv) a written statement
28 of all grounds for the objection, accompanied by any legal support for the objection

1 the objector believes applicable; (v) the identity of any and all counsel representing
2 the objector in connection with the objection; (vi) a statement whether the objector
3 and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the
4 objector's signature or the signature of the objector's duly authorized attorney or
5 other duly authorized representative (if any) representing him or her in connection
6 with the objection. To be timely, written notice of an objection that substantially
7 complies with 7.1(i)-(vii) must be mailed, with a postmark date no later than the
8 Objection Date, to Proposed Settlement Class Counsel: M. Anderson Berry, Clayeo
9 C. Arnold, A Professional Corp., 865 Howe Avenue, Sacramento, CA 95825; Gary
10 M. Klinger, Milberg Coleman Bryson Phillips Grossman PLLC, 227 W. Monroe
11 Street, Suite 2100 Chicago, IL 60606; Tyler J. Bean, Siri & Glimstad LLP, 745 Fifth
12 Avenue, Suite 500 New York, New York 10151, and counsel for Omaha, Josh
13 Becker, Shook Hardy & Bacon LLP, 1230 Peachtree Street, Suite 1200, Atlanta, GA
14 30309. For all objections mailed to Proposed Settlement Class Counsel and counsel
15 for Omaha, Proposed Settlement Class Counsel will file them with the Court with the
16 Motion for Final Approval of Settlement.

17 7.2 Although the Court shall determine whether or not to hear from any
18 Settlement Class Member who attends the Final Approval Hearing and asks to speak
19 regarding his or her objection to the settlement, the Settling Parties reserve the right
20 to challenge the objection of any Settlement Class Member who fails to comply with
21 the requirements for objecting in ¶ 7.1 as having waived and forfeited any and all
22 rights he or she may have to appear separately and/or to object to the Settlement
23 Agreement, and assert that such Settlement Class Member is bound by all the terms
24 of the Settlement Agreement and by all proceedings, orders and judgments in the
25 Litigation. The exclusive means for any challenge to the Settlement Agreement shall
26 be through the provisions of ¶ 7.1. Without limiting the foregoing, any challenge to
27 the Settlement Agreement, the final order approving this Settlement Agreement, or
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1 the Judgment to be entered upon final approval shall be pursuant to appeal under the
2 Nebraska Rules of Appellate Procedure and not through a collateral attack.

3 **VIII. RELEASES**

4 8.1 Upon sixty (60) days after the Effective Date, each Settlement Class
5 Member, including Representative Plaintiffs, shall be deemed to have, and by
6 operation of the Judgment shall have, fully, finally, and forever released,
7 relinquished, and discharged all Released Claims. Further, upon the Effective Date,
8 and to the fullest extent permitted by law, each Settlement Class Member,
9 excluding Opt-Outs but including Representative Plaintiffs, shall directly, indirectly,
10 or in any representative capacity, be permanently barred and enjoined from
11 commencing, prosecuting, or participating in any recovery in any action in this or
12 any other forum (other than participation in this Settlement Agreement as provided
13 herein) in which any of the Released Claims is asserted.

14 8.2 Upon sixty (60) days after the Effective Date, Omaha shall be deemed
15 to have, and by operation of the Judgment shall have, fully, finally, and forever
16 released, relinquished, and discharged, the Settlement Class Representatives, the
17 Settlement Class Members, and Proposed Settlement Class Counsel, of all claims,
18 based upon the institution, prosecution, assertion, settlement, or resolution of the
19 Litigation or the Released Claims, except for enforcement of the Settlement
20 Agreement. Any other claims or defenses Omaha may have against the Settlement
21 Class Representatives, the Settlement Class Members, and the Proposed Settlement
22 Class Counsel including, without limitation, any claims based upon any lease, debtor-
23 creditor, contractual, or other business relationship with such Persons not based on
24 the institution, prosecution, assertion, settlement, or resolution of the Litigation are
25 specifically preserved and shall not be affected by the preceding sentence.

26 8.3 Notwithstanding any term herein, neither Omaha nor its Related Entities
27 shall have or shall be deemed to have released, relinquished or discharged any claim
28

1 or defense against any Person other than Representatives Plaintiffs, each and all of
2 the Settlement Class Members, and Proposed Settlement Class Counsel.

3 **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

4 9.1 After an agreement had been reached as to the essential terms of a
5 settlement (i.e., Settlement Class benefits), the Settling Parties negotiated the amount
6 of a service award to the Representative Plaintiffs. The Representative Plaintiffs shall
7 seek, and Defendant agrees to pay, a service award not to exceed \$1,500.00 to each
8 of the Representative Plaintiffs -- Kerry Dobson, Eric Skinner, Ernestine Thompson
9 and Jawaun Viverette -- subject to Court approval. Defendant shall pay the service
10 award separate and apart from any other sums agreed to under this Settlement
11 Agreement. If the Court approves a lesser service award, Defendant will be
12 responsible to pay only the approved amount. Representative Plaintiffs shall provide
13 properly executed tax reporting forms prior to payment.

14 9.2 After an agreement has been reached as to the essential terms of a
15 settlement (i.e., Settlement Class benefits), Defendant will agree not to oppose an
16 application by attorneys for the Settlement Class for an award of attorneys' fees and
17 litigation costs not to exceed \$300,000.00. Defendant shall pay the attorneys' fees
18 and litigation costs award amount separate and apart from any other sums agreed to
19 under this term sheet. If the Court approves a lesser award of attorneys' fees and
20 litigation costs, Defendant will be responsible to pay only the approved amount.
21 Class Counsel shall provide properly executed tax reporting forms prior to payment.

22 9.3 Defendant shall pay the attorneys' fees and expenses and service awards
23 awarded by the Court to Clayeo C. Arnold, A Professional Corp., Milberg Coleman
24 Bryson Phillips Grossman PLLC, and Siri & Glimstad LLP within fourteen (14) days
25 after the Effective Date or within fourteen (14) days of Class Counsel providing
26 properly executed tax reporting forms, whichever is later. The attorneys' fees and
27 expenses award will be allocated among Proposed Settlement Class Counsel by M.
28 Anderson Berry, Gary M. Klinger, and Tyler J. Bean. Defendant bears no

1 responsibility or liability relating to the allocation of the attorneys' fees and expenses
2 among Proposed Settlement Class Counsel.

3 9.4 The finality or effectiveness of the Settlement Agreement shall not
4 depend upon the Court awarding any particular attorneys' fees and expenses award
5 or service award. No order of the Court, or modification or reversal or appeal of any
6 order of the Court concerning the amount(s) of any attorneys' fees and expenses,
7 and/or service awards ordered by the Court to Proposed Settlement Class Counsel or
8 Representative Plaintiffs shall affect whether the Judgment is final or constitute
9 grounds for cancellation or termination of this Settlement Agreement.

10 **X. ADMINISTRATION OF CLAIMS**

11 10.1 The Claims Administrator shall administer and calculate the claims
12 submitted by Settlement Class Members under ¶¶ 2.1 and/or 2.2. Proposed
13 Settlement Class Counsel and counsel for Omaha shall be given reports as to both
14 claims and distribution, and have the right to challenge the claims and distribution
15 set forth in the reports, including by requesting and receiving, for any approved claim,
16 the name of the Settlement Class Member, a description of the approved claim,
17 including dollar amounts to be paid as extraordinary or ordinary losses, and all
18 supporting documentation submitted. If counsel for the Settling Parties agree that any
19 such claim is improper, the Claims Administrator shall follow counsel's joint
20 direction regarding the disposition of the claim. If the Settling Parties cannot agree
21 on the disposition of a claim, the Settling Parties, upon the election of either Settling
22 Party, will submit the claim for disposition to a jointly agreed upon impartial third-
23 party claim referee for determination. The Claims Administrator's determination of
24 whether a Settlement Claim is a Valid Claim shall be binding, subject to the above
25 right of review and challenge and the Dispute Resolution process set forth in ¶ 2.4.
26 All claims agreed to be paid in full by Omaha shall be deemed Valid Claims.

27 10.2 Checks for Valid Claims shall be mailed and postmarked, and
28 electronic payments shall be issued electronically, within sixty (60) days of the

1 Effective Date, or within thirty (30) days of the date that the claim is approved,
2 whichever is later.

3 10.3 All Settlement Class Members who fail to timely submit a claim for
4 any benefits hereunder within the time frames set forth herein, or such other period
5 as may be ordered by the Court, or otherwise allowed, shall be forever barred from
6 receiving any payments or benefits pursuant to the settlement set forth herein, but
7 will in all other respects be subject to, and bound by, the provisions of the Settlement
8 Agreement, the releases contained herein and the Judgment.

9 10.4 No Person shall have any claim against the Claims Administrator,
10 Omaha, Proposed Settlement Class Counsel, Proposed Class Representatives, and/or
11 Omaha's counsel based on distributions of benefits, or the denial of benefits, to
12 Settlement Class Members.

13 **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
14 **CANCELLATION, OR TERMINATION**

15 11.1 The Effective Date of the settlement shall be conditioned on the
16 occurrence of all of the following events:

- 17 a) The Court has entered the Preliminary Approval Order, as
18 required by ¶ 5.1;
- 19 b) The Court has entered the Judgment granting final approval to the
20 settlement as set forth herein; and
- 21 c) Judgment has become Final, as defined in ¶ 1.13.

22 11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the
23 Effective Date does not occur, the Settlement Agreement shall be canceled and
24 terminated unless Proposed Settlement Class Counsel and Omaha's counsel mutually
25 agree in writing to proceed with the Settlement Agreement.

26 11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator
27 shall furnish to Proposed Settlement Class Counsel and to Omaha's counsel a
28 complete list of all timely and valid requests for exclusion (the "Opt-Out List").

1 11.4 In the event that the Settlement Agreement is not approved by the Court
2 or the settlement set forth in this Settlement Agreement is terminated in accordance
3 with its terms, (a) the Settling Parties shall be restored to their respective positions in
4 the Litigation and shall jointly request that all scheduled litigation deadlines be
5 reasonably extended by the Court so as to avoid prejudice to any Settling Party or
6 Settling Party's counsel, and (b) the terms and provisions of the Settlement
7 Agreement shall have no further force and effect with respect to the Settling Parties
8 and shall not be used in the Litigation or in any other proceeding for any purpose, and
9 any judgment or order entered by the Court in accordance with the terms of the
10 Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding
11 any statement in this Settlement Agreement to the contrary, no order of the Court or
12 modification or reversal on appeal of any order reducing the amount of attorneys'
13 fees, costs, expenses, and/or service awards shall constitute grounds for cancellation
14 or termination of the Settlement Agreement. Further, notwithstanding any statement
15 in this Settlement Agreement to the contrary, Omaha shall be obligated to pay
16 amounts already billed or incurred for costs of notice to the Settlement Class, Claims
17 Administration, and Dispute Resolution pursuant to ¶ 4.1 above and shall not, at any
18 time, seek recovery of same from any other party to the Litigation or from counsel to
19 any other party to the Litigation. In the event any of the releases or definitions set
20 forth in ¶¶ 1.24, 1.25, 8.1, or 8.2 are not approved by the Court as written, the
21 Settlement Agreement shall be terminated and provisions (a) and (b) of this paragraph
22 shall apply to the Settling Parties and this Agreement unless Proposed Settlement
23 Class Counsel and Omaha's counsel mutually agree in writing to proceed with the
24 Settlement Agreement.

25 **XII. MISCELLANEOUS PROVISIONS**

26 12.1 The Settling Parties (i) acknowledge that it is their intent to
27 consummate this agreement; and (ii) agree to cooperate to the extent reasonably
28 necessary to effectuate and implement all terms and conditions of this Settlement

1 Agreement, and to exercise their best efforts to accomplish the terms and conditions
2 of this Settlement Agreement.

3 12.2 The Settling Parties intend this settlement to be a final and complete
4 resolution of all disputes between them with respect to the Litigation. The settlement
5 compromises claims that are contested and shall not be deemed an admission by any
6 Settling Party as to the merits of any claim or defense. The Settling Parties each agree
7 that the settlement was negotiated in good faith by the Settling Parties, and reflects a
8 settlement that was reached voluntarily after consultation with competent legal
9 counsel. The Settling Parties reserve their right to rebut, in a manner that such party
10 determines to be appropriate, any contention made in any public forum that the
11 Litigation was brought or defended in bad faith or without a reasonable basis. It is
12 agreed that no Party shall have any liability to any other Party as it relates to the
13 Litigation, except as set forth herein.

14 12.3 Neither the Settlement Agreement, nor the settlement contained herein,
15 nor any act performed or document executed pursuant to or in furtherance of the
16 Settlement Agreement or the settlement (i) is or may be deemed to be or may be used
17 as an admission of, or evidence of, the validity or lack thereof of any Released Claim,
18 or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be
19 deemed to be or may be used as an admission of, or evidence of, any fault or omission
20 of any of the Released Persons in any civil, criminal or administrative proceeding in
21 any court, administrative agency or other tribunal. Any of the Released Persons may
22 file the Settlement Agreement and/or the Judgment in any action that may be brought
23 against them or any of them in order to support a defense or counterclaim based on
24 principles of *res judicata*, collateral estoppel, release, good faith settlement,
25 judgment bar, or reduction or any other theory of claim preclusion or issue preclusion
26 or similar defense or counterclaim.

1 12.4 The Settlement Agreement may be amended or modified only by a
2 written instrument signed by or on behalf of all Settling Parties or their respective
3 successors-in-interest.

4 12.5 This Settlement Agreement contains the entire understanding between
5 Omaha and Plaintiffs individually and on behalf of the Settlement Class Members
6 regarding the Litigation settlement and this Agreement, and this Agreement
7 supersedes all previous negotiations, agreements, commitments, understandings, and
8 writings between Omaha and Plaintiffs, including between counsel for Omaha and
9 Class Counsel, in connection with the Litigation settlement and this Agreement.
10 Except as otherwise provided herein, each party shall bear its own costs.

11 12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class,
12 is expressly authorized by Plaintiffs to take all appropriate actions required or
13 permitted to be taken by the Settlement Class pursuant to the Settlement Agreement
14 to effectuate its terms, and also are expressly authorized to enter into any
15 modifications or amendments to the Settlement Agreement on behalf of the
16 Settlement Class which they deem appropriate in order to carry out the spirit of this
17 Settlement Agreement and to ensure fairness to the Settlement Class.

18 12.7 Each counsel or other Person executing the Settlement Agreement on
19 behalf of any party hereto hereby warrants that such Person has the full authority to
20 do so.

21 12.8 The Settlement Agreement may be executed in one or more
22 counterparts. All executed counterparts and each of them shall be deemed to be one
23 and the same instrument.

24 12.9 The Settlement Agreement shall be binding upon, and inure to the
25 benefit of, the successors and assigns of the parties hereto.

26 12.10 The Court shall retain jurisdiction with respect to implementation and
27 enforcement of the terms of the Settlement Agreement, and all parties hereto submit
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1 to the jurisdiction of the Court for purposes of implementing and enforcing the
2 settlement embodied in the Settlement Agreement.

3 12.11 All dollar amounts are in United States dollars (USD).

4 12.12 All settlement checks shall be void ninety (90) days after issuance and
5 shall bear the language: "This check must be cashed within ninety (90) days, after
6 which time it is void." If a check becomes void, the Settlement Class Member shall
7 have until six months after the Effective Date to request re-issuance. If no request for
8 re-issuance is made within this period, the Settlement Class Member will have failed
9 to meet a condition precedent to recovery of settlement benefits, the Settlement Class
10 Member's right to receive monetary relief shall be extinguished, and Omaha shall
11 have no obligation to make payments to the Settlement Class Member under
12 ¶¶ 2.2.1 and/or 2.2.2 or any other type of monetary relief. The same provisions shall
13 apply to any re-issued check. For any checks that are issued or re-issued for any
14 reason more than one hundred eighty (180) days from the Effective Date, requests
15 for further re-issuance will not be honored after such checks become void. For
16 monetary relief not cashed by Settlement Class Members and on the expiration of all
17 Settlement Class Members' right to receive said monetary relief, the Claims
18 Administrator shall submit the total of all such uncashed monetary relief to the
19 Electronic Privacy Information Center, which promotes internet privacy.

20 12.13 All agreements made and orders entered during the course of the
21 Litigation relating to the confidentiality of information shall survive this Settlement
22 Agreement.

23 IN WITNESS WHEREOF, the parties hereto have caused the Settlement
24 Agreement to be executed.

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Kerry Dobson
Plaintiff



Eric Skinner
Plaintiff

Ernestine Thompson
Plaintiff

Jawaun Viverette
Plaintiff

Approved as to Form:

**CLAYEO C. ARNOLD, A
PROFESSIONAL CORP.**



M. Anderson Berry
865 Howe Avenue
Sacramento, CA 95825
Telephone: (916) 239-4778
Fax: (916) 924-1829
aberry@justice4you.com

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**

Gary M. Klinger
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Phone: (866) 252-0878
gklinger@milberg.com

SIRI & GLIMSTAD LLP

[NAME]

*On behalf of United of Omaha Life
Insurance Company*

SHOOK HARDY & BACON, LLP

Joshua L. Becker
1230 Peachtree Street, Suite 1200
Atlanta, GA 30309
jbecker@shb.com

*Attorneys for Defendant
United of Omaha Life Insurance
Company*

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Tyler J. Bean
745 Fifth Avenue, Suite 500 New York,
New York 10151
Tel: (646) 357-1732
E: *tbean@sirillp.com*

*Attorneys for Plaintiffs and the
Settlement Class*

EXHIBIT A

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

Eric Skinner v. United of Omaha Life Ins. Co.
Case No. D01CI240006396

**UNITED OF OMAHA LIFE INSURANCE COMPANY
SETTLEMENT CLAIM FORM**

This Claim Form should be filled out online or submitted by mail if you were notified by mail of the Data Incident announced by United of Omaha Life Insurance Company (“Omaha”) in 2024. All Settlement Class Members are eligible to receive two years of credit monitoring services provided by [REDACTED]. If you had unreimbursed out-of-pocket expenses or lost time dealing with the aftermath of the Data Incident, you may get a check if you fill out this Claim Form, if the Settlement is approved, and if you are found to be eligible for a payment. Alternatively, as a Settlement Class Member, you are eligible for an Alternative Cash Payment of \$50 if you choose not to make claims for the Compensation of Losses or Reimbursement for Lost Time.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding your legal rights and options, please visit the official Settlement Website, [INSERT WEBSITE], or call toll-free [INSERT PHONE #].

If you wish to submit a claim for a settlement benefit electronically, you may go online to the Settlement Website, [INSERT], and follow the instructions on the “Submit a Claim” page.

If you wish to submit a claim for a settlement benefit via standard mail, you need to provide the information requested below and mail this Claim Form to [INSERT], postmarked by [INSERT MONTH AND DAY], 2025. Please print clearly in blue or black ink.

1. SETTLEMENT CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ ZIP: _____

Country: _____

Phone: _____

E-mail: _____

2. BENEFIT ELIGIBILITY INFORMATION

To prepare for this section of the Claim Form, please review the Settlement Notice and the Settlement Agreement (available for download at [INSERT WEBSITE]) for more information on who is eligible for a benefit and the nature of the expenses or losses that can be claimed.

To help us determine if you are entitled to a settlement benefit, please provide as much information as possible.

A. Verification of Settlement Class Membership

In order to allow the Claims Administrator to confirm your membership in the Settlement Class, you must provide either:

(1) The unique identifier provided in the Notice you received by mail or e-mail;

or

(2) name and physical address you provided to Omaha for insurance, healthcare, or employment-related purposes.

Thus, please **EITHER**:

(1) Provide the unique identifier provided in the Notice you received:

OR

(2) Provide your name _____ and physical address you provided to Omaha for insurance, healthcare, or employment-related purposes:

_____.

UPLOAD DOCUMENT [SETTLEMENT ADMINISTRATOR TO ADD]

B. Out-Of-Pocket Expenses and Lost Time

Check the box for each category of out-of-pocket expenses or lost time that you incurred as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and attach the required documentation as described in **bold type** (if you are asked to provide account statements as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number). Please round total amounts down or up to the nearest dollar.

I. Expenses Resulting from the Data Incident (Including Lost Time)

Between one (1) and four (4) hours of documented time spent monitoring accounts or

otherwise dealing with the aftermath / clean-up of the Data Incident on or after April 21, 2024, and before the Claims Deadline (round up to the nearest hour and check only one box).

- 1 Hour 2 Hours 3 Hours 4 Hours

Examples: You spent at least one (1) full hour calling customer service lines, writing letters or e-mails, or on the internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

Check all activities, below, which apply.

- Time spent obtaining credit reports.
- Time spent dealing with a credit freeze.
- Time spent dealing with bank or credit card fees.
- Time on the internet updating automatic payment programs due to new card issuance.
- Time spent dealing with fraudulent transactions.
- Time spent monitoring accounts.
- Time spent working with credit reporting bureaus regarding correction of credit reports.
- Other. Provide description(s) here:

To recover for lost time under this section, you must select one of the boxes above or provide a narrative description of the activities performed during the time claimed, and you must have at least one hour of lost time in order to claim this benefit.

Attestation (You must check the box below to obtain compensation for lost time)

- I attest that I spent the number of hours claimed above making reasonable efforts to deal with the Data Incident.**
- Unreimbursed fees or other charges from your bank or credit card company incurred on

or after April 21, 2024, and before [INSERT DATE] (the “Claims Deadline”) due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed overdraft fees, over-the-limit fees, late fees, or charges due to insufficient funds or interest.

[UPLOAD DOCUMENTS] Required: You must submit reasonable documentation supporting the above losses such as a copy of a bank or credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the first four and last four digits of any account number).

Unreimbursed fees relating to your account being frozen or unavailable incurred on or after April 21, 2024, and before the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: You were charged interest by a payday lender due to card cancellation or due to an over-limit situation, or you had to pay a fee for a money order or other form of alternative payment because you could not use your debit or credit card, and these charges and payments were not reimbursed.

[UPLOAD DOCUMENTS] Required: You must submit reasonable documentation supporting the above losses such as a copy of receipts, bank statements, credit card statements, or other proof that you had to pay these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number).

Unreimbursed fees or other charges relating to the reissuance of your credit or debit card incurred on or after April 21, 2024, and before the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed fees that your bank charged you because you requested a new credit or debit card.

[UPLOAD DOCUMENTS] Required: You must submit reasonable documentation supporting the above losses such as a copy of a bank or credit card statement or other receipt showing these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- Other unreimbursed incidental telephone, internet, mileage or postage expenses directly related to the Data Incident incurred on or after April 21, 2024, and before the Claims Deadline due to the Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed long distance phone charges, cell phone charges (only if charged by the minute), or data charges (only if charged based on the amount of data used).

[UPLOAD DOCUMENTS] Required: You must submit reasonable documentation supporting the above losses such as a copy of the bill from your telephone company, mobile phone company, or internet service provider that shows the charges (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- Credit Reports or credit monitoring charges purchased on or after April 21, 2024, and before the Claims Deadline due to the Data Incident, but not previously covered by Omaha. This category is limited to services purchased primarily as a result of the Data Incident and if purchased on or after April 21, 2024, and before the Claims Deadline, but not previously covered by Omaha.

To obtain reimbursement under this category, you must attest to the following:

- I purchased credit reports on or after April 21, 2024, and before the Claims Deadline, primarily due to the Data Incident and not for other purposes, but not previously covered by Omaha.

DATE	COST

Examples: The cost of a credit report(s) that you purchased after hearing about the Data Incident.

[UPLOAD DOCUMENT] Required: You must submit reasonable documentation supporting the above losses such as a copy of a receipt or other proof of purchase for each product or service purchased (you may redact unrelated transactions). To recover costs of credit monitoring services activated between April 21, 2024, and the Claims Deadline incurred as a result of the Data Incident, you must submit either (1) a receipt showing a one-year subscription to a credit monitoring service between April 21, 2024 and the Claims Deadline incurred as a result of the Data Incident; or (2) at least three receipts showing consecutive monthly payments to a credit monitoring service during the same period of time and an attestation that you intend to continue subscribing to such service through at least one year after the Claims Deadline.

II. Credit Monitoring and Identity Protection

All Settlement Class Members who submit a valid claim are eligible to receive two (2) years of credit monitoring and identity protection (“Credit Monitoring Protections”) provided by [REDACTED] and paid for by Omaha. This service will monitor at least one of the three major credit reporting agencies: Equifax, Experian, and TransUnion.

Do you wish to sign up for free Credit Monitoring Protections through [REDACTED] ?

Yes, I want to sign up to receive free Credit Monitoring Protections.

Email Address: _____

If you select “yes” for this option, you will need to follow instructions and use an activation code that you receive after the Settlement is final. Credit Monitoring Protections will not begin until you use your activation code to enroll. Activation instructions will be provided to your email address or, if you do not have an email address, to your home address.

III. Alternative Cash Payment

All Settlement Class Members may elect to receive an Alternative Cash Payment of \$50 from Omaha, if they choose not to make claims for the Compensation for Losses or Reimbursement for Lost Time, as addressed in Part I.

Do you wish to elect for an Alternative Cash Payment of \$50?

- Yes, I elect to receive the Alternative Cash Payment and choose not to make claims for Compensation for Loss or Reimbursement for Lost Time.

C. *Certification*

I attest that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed at _____ [City], _____ [State] on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Print Name: _____

Signature: _____

Date: _____

D. *Submission Instructions*

Once you have completed all applicable sections, please mail this Claim Form and all required supporting documentation to the address provided below, postmarked by _____, **2024.**

Eric Skinner v. United of Omaha Life Ins. Co.
Kroll Settlement Administration, LLC
[INSERT CLAIMS ADMINISTRATOR
MAILING INFORMATION]

EXHIBIT B

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

Skinner v. United of Omaha Life Ins. Co.,
Case No: D01CI240006396

If you are an individual whose personal information was potentially compromised in the Data Incident suffered by United of Omaha Life Insurance Co. in April 2024, a Class Action Settlement may affect your rights.

*A Nebraska District Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

A Settlement has been reached in a class action lawsuit concerning United of Omaha Life Insurance Co. (“Defendant” or “Omaha”) and a cyberattack incident (the “Data Incident”) that occurred between April 21 and April 23, 2024. In the Data Incident, a third-party threat actor allegedly gained unauthorized access to Omaha’s systems and viewed sensitive information, which may have, but did not necessarily, include the personal identifiable information and/or protected health information of certain Omaha former and current employees.

The lawsuit is titled *Eric Skinner v. United of Omaha Life Ins. Co.*, Case No. D01CI2400006396 and is pending in the District Court of Douglas County, Nebraska (the “Litigation”). The Litigation asserts claims related to the Data Incident. The Defendant in the Litigation is Omaha. Defendant denies it is or can be held liable for the claims made in the Litigation. The Settlement does not establish who is correct, but rather is a compromise between the Parties to end the Litigation. Omaha has not been found liable of anything by any court.

Members of the Settlement Class include all individuals residing in the United States whose Private Information may have been accessed and/or acquired by an unauthorized party as a result of the Data Incident reported by Omaha in July 2024. The Settlement Class specifically excludes: (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 Members are eligible to receive up to \$1,500 per person in reimbursement for Out-of-Pocket Losses and Lost Time stemming from the Data Incident, for persons who file a Valid Claim, as further described below. Class Members are eligible for an Alternative Cash Payment if they choose not to make claims for the compensation for losses or reimbursement for lost time. Settlement Class Members are also eligible to receive two (2) years of identity-theft protection and credit monitoring services, which includes: (i) credit monitoring with one major credit reporting agency (e.g., Experian, Equifax, or TransUnion); (ii) identity restoration and recovery services; and (iii) \$1,000,000 identity theft insurance with no deductible. This is in addition to any credit monitoring services previously offered to individuals who were notified of the Data Incident.

Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is (Claims Deadline) .
EXCLUDE YOURSELF FROM THE SETTLEMENT	By asking to be excluded, you will not share in this Settlement. This is the only option that allows you to keep any rights to sue Defendant about the same legal claims in this Litigation. The deadline to exclude from the Settlement is (Exclusion Deadline) .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is (Objection Deadline) . You may also elect to personally appear and orally state your objection at the Final Approval Hearing.
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on _____.
DO NOTHING	By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Defendant, and certain parties related to Defendant, about the claims that have been or could have been asserted based on the facts alleged in this Litigation.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [<<Settlement Website>>](#).

The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes Final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment, identity-theft protection and credit monitoring as part of the Settlement. This Notice explains the Litigation, the Settlement, and your legal rights.

The Hon. W. Russell Bowie III of the District Court of Douglas County, Nebraska is overseeing this class action. The case is called *Eric Skinner v. United of Omaha Life Ins. Co.*, Case No. D01CI2400006396.

Eric Skinner, Kerry Dobson, Ernestine Thompson, and Jawaun Viverette are the Representative Plaintiffs or Settlement Class Representatives. The company they sued, Omaha, is the Defendant.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Eric Skinner, Kerry Dobson, Ernestine Thompson, and Jawaun Viverette—sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Plaintiffs claim that Defendant experienced a targeted cyber-attack that allowed access to Defendant’s computer systems and data, which resulted in the compromise of personal identifiable information and/or protected health information belonging to its clients’ current and former employees.

Defendant denies that it is or can be held liable for the claims made in the Litigation. More information about the complaint in the Litigation and Defendant’s responses can be found in the “Court Documents” section of the settlement website at <<Settlement Website>>.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Representative Plaintiffs and Plaintiffs’ Counsel, attorneys for the Settlement Class Members, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if your personal information may have been compromised in the Data Incident suffered by Omaha between April 21 and April 23, 2024. Eligible Settlement Class Members will be mailed notice of their eligibility and Settlement Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Claims Administrator, Kroll Settlement Administration, LLC, by calling toll-free at XXX-XXX-XXXX or by visiting the settlement website at <<Settlement Website>>.

This Settlement Class does not include: (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.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

This Settlement provides reimbursement for the following documented out-of-pocket losses and lost time, if not already reimbursed through any other source and caused by the Data Incident, not to exceed one thousand five hundred dollars (\$1,500) per Settlement Class Member: (i) unreimbursed documented bank fees; (ii) unreimbursed long distance phone charges; (iii) unreimbursed cell phone call charges (only if charged by the minute) and data charges (only if charged based on amount of data used); (iv) postage; (v) gasoline for local travel; (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between April 21, 2024 and the date of the close of the Claims Period; and (vii) compensation for attested-to unreimbursed lost time spent reasonably responding to the Data Security Incident, at the rate of twenty dollars (\$20) per hour for up to four (4) hours. Settlement Class Member must attest on the Claim Form to the time spent. No documentation other than a verified description of their actions shall be required for members of the Settlement Class to receive compensation for attested time. The total of all amounts recovered under this shall not exceed \$1,500 per Settlement Class Member.

Alternatively, Class Members will be eligible for an Alternative Cash Payment of fifty dollars (\$50) if they choose not to make claims for the Compensation of Losses or Reimbursement for Lost Time.

Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services, which includes credit monitoring and alerts from at least one major credit reporting agency. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Incident. Settlement Class Members must affirmatively request identity-theft protection services by indicating such request on the Claim Form, and codes will be sent either to an e-mail address provided by the Settlement Class Members or, if they do not have an e-mail address, mailed to the address provided on the Claim Form. Protection and monitoring provided shall include, at a minimum:

1. Credit monitoring from one of the major credit reporting agencies, such as Equifax, Experian, and TransUnion.
2. Identity restoration and recovery services.
3. \$1,000,000 in identity theft insurance with no deductible.

Settlement Class Members can enroll for these identity protection and credit monitoring services whether or not they are eligible for a monetary recovery under this Settlement.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at <<Settlement Website>> or by USPS mail. Claim Forms are only available through the settlement website at <<Settlement Website>>.

Claims will be subject to a verification process. You will need the Class Member ID provided on the front of your Short Notice to fill out a Claim Form. **All Claim Forms must be received online or postmarked on or before <<Claim Deadline>>.**

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for <<Hearing Date>> at **TIME**. If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Claims Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be paid to Settlement Class Members electronically unless a Settlement Class Member chooses to receive payment by written check. All checks will expire and become void 180 days after they are issued. If a check becomes void, the Settlement Class Member shall have until two hundred seventy days after the Initial Payment Date to request re-issuance.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed M. Anderson Berry of Clayeo C. Arnold, A Professional Corp.; Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; and Tyler J. Bean of Siri & Glimstad LLP as “Proposed Settlement Class Counsel” to represent the Settlement Class.

Should I get my own lawyer?

You don’t need to hire your own lawyer because Plaintiffs’ Counsel is working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Plaintiffs’ Counsel to represent you.

10. How will the lawyers be paid?

Plaintiffs’ Counsel has agreed to request, and Omaha has agreed to pay, subject to Court approval, the amount of three-hundred thousand dollars (\$300,000) to Plaintiffs’ Counsel for attorneys’ fees

and costs and expenses. Plaintiffs' Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' Counsel. The Defendant shall pay the Court-approved amount of attorneys' fees, costs, expenses and service awards to Representative Plaintiffs to an account established by Plaintiffs' Counsel within 45 days after the entry of an order of Final Approval (the "Initial Payment Date"), regardless of any appeal that may be filed or taken by and Settlement Class Member or third party.

Plaintiffs' Counsel will also request Service Award Payments of up to one-thousand five-hundred dollars (\$1,500) for the Plaintiff Representatives. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Plaintiffs' Counsel and the proper amount of any service award to the Plaintiff Representatives. The Court may award less than the amounts requested. Whether the Settlement will be finally approved does not depend on whether or how much the Court awards in attorneys' fees, costs, and expenses or service awards.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant or certain entities related to Defendant about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included release. The release releases:

Defendant and related persons and entities from any and all claims and causes of action pleaded or that could have been pleaded, known or unknown, reasonably related to the Data Security Incident as alleged in the Class Action Complaint filed in this action.

This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at <<Settlement Website>>. However, you may exclude yourself from the Settlement (*see* Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the terms of the Settlement.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Incident. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant or certain entities related to the Defendants for the claims or legal issues resolved in this Settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendant in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Specifically, you must mail your exclusion request, postmarked no later than **<<Exclusion Date>>**, to the following address:

Eric Skinner v. United of Omaha Life Ins. Co.
c/o Kroll Settlement Administration, LLC
P.O. Box **XXXXXX**
[ADDRESS]

The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the Settlement by filing an objection. The objection may be in writing unless you personally appear and orally state your objection at the Final Approval Hearing. All written objections must include (i) the objector's full name and address; (ii) the case name and docket number – *Eric Skinner, et al v. United of Omaha Life Insurance Company*, Case No. D01CI240006396 (Douglas County, Neb.); (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.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than **<<Objection Date>>**, to Plaintiffs' Counsel and to Omaha's counsel as set forth

below. For all objections mailed to Plaintiffs' Counsel and counsel for Omaha, Plaintiffs' Counsel will file them with the Court with the Motion for Final Approval of the Settlement:

Plaintiffs' Counsel	Defense Counsel
M. Anderson Berry Gregory Haroutunian Brandon P. Jack CLAYEO C. ARNOLD A PROFESSIONAL CORPORATION 865 Howe Avenue Sacramento, CA 95825	Josh Becker SHOOK HARDY & BACON LLP 1230 Peachtree Street, Suite 1200 Atlanta, GA 30309
Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606	Kenneth W. Hartman BAIRD HOLM LLP 1700 Farnam Street, Suite 1500 Omaha, NE 68102
Tyler J. Bean SIRI & GLIMSTAD LLP 745 Fifth Avenue, Suite 500 New York, NY 10151	

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **Hearing Date and Time** at the **Courthouse Address**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Plaintiffs' Counsel for attorneys' fees, costs, and expenses and the Service Award Payments to the Settlement Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, **<<Settlement Website>>**, or through the Court's publicly available docket. You should check the settlement website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Plaintiffs' Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at <<Settlement Website>>.

YOU MAY CONTACT THE CLAIMS ADMINISTRATOR ONLINE AT <<Settlement Website>>, BY CALLING TOLL-FREE AT, XXX-XXX-XXXX OR WRITING TO:

Eric Skinner v. United of Omaha Life Ins. Co.
c/o Kroll Settlement Administration, LLC

P.O. Box XXXXX
[ADDRESS]

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT C

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 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 _____, 202____, at the <<COURT LOCATION>>, 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 _____ DAY OF _____,
2024.

W. Russell Bowie
District Court Judge

EXHIBIT D

Notice of Pendency and Proposed Settlement of Class Action

Skinner v. United of Omaha Life Ins. Co., District Court of Douglas County, Nebraska No. D01CI2400006396

If you were notified of a Data Incident impacting United of Omaha Life Insurance Company's System in 2024, you may be eligible for a payment from a class action settlement.

A Settlement has been reached in a class action lawsuit ("Lawsuit") about a data incident that occurred between April 21 and April 23, 2024, which potentially exposed personally identifiable information ("PII") of United of Omaha Life Insurance Company's ("Omaha") current and former employees (the "Data Incident"). The Lawsuit alleges that Omaha was responsible for the Data Incident because it did not take appropriate care to protect PII it collected. Omaha denies the claims and denies any wrongdoing. Omaha has not been found liable of anything by any court.

Omaha's records show you are a likely member of the Settlement Class, which consists of those individuals who were potentially affected by the Data Incident. The Settlement will reimburse eligible Settlement Class Members who submit claims for: (1) unreimbursed, documented out-of-pocket expenses and compensation for lost time that resulted from the Data Incident, up to a maximum of \$1,500 per person; and (2) two years of credit monitoring and identity theft insurance through [REDACTED].

Alternatively, Settlement Class Members are eligible for an Alternative Cash Payment of \$50 if they choose not to make claims for the Compensation for Losses or Reimbursement for Lost Time.

If you are a Settlement Class member and you want to receive any benefits from the Settlement, you must complete and submit a Claim Form along with any required supporting information. Claim Forms can be found and completed on this website: www.SettlementURL.com. The deadline to submit a Claim Form is **Month 00, 20__.**

Settlement Class Members may also request exclusion from the Settlement or object to it. Requests for exclusion are due by **Month 00, 20__**. Settlement Class Members who do not request exclusion can object to the Settlement. Objections are due by **Month 00, 20__**. The Court will hold a Final Settlement Approval Hearing on **Month 00, 20__ at 00:00 a.m.** at **COURTHOUSE LOCATION**, to consider whether to approve the Settlement. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for attorneys' fees, costs, and expenses of \$300,000 and service awards of up to \$1,500 for each of the Representative Plaintiffs. You or your own lawyer may ask to appear at the hearing to be heard by the Court, but you do not have to. The motion for attorneys' fees, costs, and expenses, and service awards for the Representative Plaintiffs, will be posted on www.SettlementURL.com after it is filed with the Court.

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: M. Anderson Berry of Clayco C. Arnold, APC., 865 Howe Ave., Sacramento, CA 95825, (916) 777-7777; Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, 280 S. Beverly Dr., Beverly Hills, CA 90212, (917) 471-1894; and Tyler J. Bean of Siri & Glimstad LLP, 745 Fifth Ave. Suite 500, New York, NY 10151, (929) 677-5144 as "Plaintiffs' Counsel" to represent the Settlement Class.

This is only a summary. For detailed information visit www.SettlementURL.com or call **1-000-000-0000**. You may also contact the Settlement Administrator, Kroll Settlement Administration, LLC, at **Omaha Settlement Administrator, PO Box 0000, City, State, Zip**.

Title	Omaha Settlement Agreement
File name	content
Document ID	f34dd3fa2084a384cafd43885fa089219c2cccb4
Audit trail date format	MM / DD / YYYY
Status	● Signed

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