

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

IN RE: ALN MEDICAL
MANAGEMENT LLC DATA
INCIDENT LITIGATION

Case No. 4:25-cv-03067-SMB-MDN
Consolidated Class Action

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

The Court having considered Plaintiffs' Unopposed Motion for Preliminary Approval and related papers, and finding no just reason for delay in entry of this Order Granting Preliminary Approval of Class Action Settlement (the "Order" or "Preliminary Approval Order"),

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, which is attached to Plaintiffs' Brief in Support of Unopposed Motion for Preliminary Approval ("Motion for Preliminary Approval") as Exhibit 1, is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over (a) the claims at issue in this lawsuit, (b) the Plaintiffs, individually and on behalf of all others similarly situated ("Plaintiffs"), and (c) Defendant ALN Medical Management, LLC ("ALN" or "Defendant" and together with Plaintiffs, the "Parties").

3. This Order is based on Federal Rule of Civil Procedure 23 ("Rule 23").

4. The Court finds that the Parties' Settlement as set forth in Exhibit 1 to Plaintiffs' Brief in Support of Unopposed Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be

provided to the Settlement Class Members, pursuant to Rule 23(e).

CLASS CERTIFICATION

5. For purposes of settlement only, and pursuant to Federal Rule of Civil Procedure 23(c)(1)(b), the Court provisionally certifies the class, defined as follows:

All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident (the “Settlement Class Members”).

6. The Settlement Class specifically excludes: (1) all persons who are parents, subsidiaries, directors, officers, members, and agents of Defendant ALN, and any entity in which Defendant has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (4) all individuals who timely opt-out of the Settlement; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

7. The Court provisionally finds, pursuant to Rule 23(a) and (b)(3), for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representatives’ claims are typical of the claims of the Settlement Class; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class; (e) the questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual members; and (f) that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. Fed. R. Civ. P. 23(a)(1)- (4), (b)(3).

SETTLEMENT CLASS REPRESENTATIVE AND CLASS COUNSEL

8. Plaintiffs Cameron Reed, Eugene Rosenberg, Lauren Mullis, Jeffrey Judka,

Virginia Gilleland, Robert Meyers, Caroline Hurley, and Timothy Keggins are provisionally designated and appointed as Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, will be adequate Class Representatives.

9. The Court finds that Jeff Ostrow of Kopelowitz Ostrow P.A., Andrew Shamis of Shamis & Gentile, P.A., and John J. Nelson of Milberg Coleman Bryson Phillips Grossman PLLC, are experienced and adequate counsel and are provisionally designated as Class Counsel.

NOTICE TO SETTLEMENT CLASS

10. No later than thirty (30) days after entry of the Preliminary Approval Order (the "Notice Commencement Deadline"), the Settlement Administrator shall disseminate notice to the Class in the manner set forth in the Settlement Agreement.

11. The Claim Form, Long Form Notice, and Short Form Notice, attached as Exhibits 2-4, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy federal statutory requirements and due process under Rule 23(c)(2)(b), the United States Constitution, and other applicable laws. The Court further finds that the form, content, and method of providing the Settlement Class Notice, as described in the Settlement Agreement, including the exhibits thereto, (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

12. The Notice Program set forth in the Settlement Agreement and described herein satisfies the requirements of Rule 23(c)(2)(b), provides the best notice practicable under the

circumstances, and is hereby approved.

13. The Settlement Administrator is directed to carry out Notice and the Notice Program, as set forth in the Settlement Agreement.

14. Settlement Class Members who seek to be excluded from the Settlement Class must send objections to the Clerk of Court by U.S. Mail, to Class Counsel, to Defendant ALN's Counsel, and to the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. Objections submitted by mail must be postmarked on the envelope no later than the Objection Deadline. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

15. All written objections and supporting papers must clearly set forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. the case name and number: *In re: ALN Medical Management LLC Data Incident Litigation*, Case No. 4:25-cv-03067-SMB-MDN (D. Neb.);
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice or Email Notice he or she received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued

by the trial and appellate courts in each listed case;

- f. the identity of all counsel (if any) who represent the objector, and whether they will appear at the Final Approval Hearing, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- i. a statement confirming whether the objector or their counsel (if any) intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant ALN's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written discovery.

16. Any Settlement Class Member who does not make their objections in the manner and by the date set forth herein and in the Settlement Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action

or proceeding, absent further order of the Court.

17. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

18. The Class Representatives, Class Counsel, and Defendant ALN's Counsel have created a process for assessing the validity of claims and a payment method to Settlement Class Members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement Class Member Benefits to the Settlement Class and the plan for distributing the Settlement Class Member Benefits as described in Section V of the Settlement Agreement.

19. The Court appoints Kroll Settlement Administration, LLC as Settlement Administrator.

20. The Court directs that the Settlement Administrator distribute Settlement Class Member Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

21. Settlement Class Members who qualify for Settlement Class Member Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

22. If the Final Approval Order and Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement

Agreement, the releases contained herein and the Final Approval Order and Judgment.

FINAL APPROVAL HEARING

23. A Final Approval Hearing shall be held on _____, 2026 at the Robert V. Denney Federal Building and U.S. Courthouse, 100 Centennial Mall North, Lincoln, NE 68508, as noticed on the Settlement Website. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-scheduled without further notice to the Settlement Class. Any changes in the date or time will be posted on the Settlement Website.

24. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all requirements listed in this Agreement. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon (as it relates to the Named Defendants, with the exception of Defendant Long View), and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any

appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

- e. Release Defendant ALN and the Released Parties from the Released Claims, as specified in Section XIII of the Settlement Agreement; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant ALN, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

25. Class Counsel shall file a Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 30 days before the initial scheduled Final Approval Hearing.

26. In the event the Settlement and Settlement Agreement shall become null and void, pursuant to termination as set forth in Section XIV of the Settlement Agreement, all of Plaintiffs', Class Counsel's, Defendant ALN's, and Defendant ALN's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved. In such a case, the Parties shall jointly file a status report in the Court seeking to resume the Action and all papers filed.

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

28. In the event that 250 Settlement Class Members exercise their right to opt-out of the Settlement Class, Defendant ALN shall have the option to terminate the Settlement Agreement. Defendant ALN shall notify Class Counsel and the Court of its intention to terminate the Settlement Agreement within 10 days after the Opt-Out Deadline, or the option to terminate shall be considered waived.

29. This order shall have no continuing force or effect if a Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by ALN of any fault, wrongdoing, breach, liability, or the certifiability of any class.

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

EVENT	DATE
Defendant's CAFA Notice Deadline	Within 10 days of the filing of the Motion for Preliminary Approval
Notice Commencement Deadline	No later than 30 days following the entry of the Preliminary Approval Order
Deadline for Class Members to Opt-Out of Settlement	30 days before the initial scheduled Final Approval Hearing
Deadline for Class Members to Object to Settlement	30 days before the initial scheduled Final Approval Hearing
Deadline for Class Members to Submit Complete, Timely, and Valid Claims for Monetary Relief	90 days following the Notice Commencement Deadline
Deadline for Plaintiffs to File Motion for Final	No later than 30 days before the initial

Approval, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, and Judgment	scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____, 2025

HONORABLE SUSAN M. BAZIS
UNITED STATES DISTRICT JUDGE