

FILED
SARPY COUNTY
DISTRICT COURT

DISTRICT COURT, SARPY COUNTY, NEBRASKA 2026 JUL 30 PM 3: 05

ALEXANDER BEAM and KENNETH
RANDOLPH, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

COBALT CREDIT UNION,

Defendant.

Case No. CI 24-635

David A. Domina
CLERK DISTRICT COURT

PRELIMINARY APPROVAL/NOTICE ORDER

Before the Court is Named Plaintiffs Alexander Beam's and Kenneth Randolph's
Unopposed Motion for Preliminary Approval of Class Action Settlement and Provisional Class
Certification.

Appearances at the hearing were:

For Plaintiffs

Sophia Gold by video link

David A. Domina

For Defendant

Eric Graves by video link

Evidence was adduced. Exhibit 1, the affidavit of Sophia Gold with the Settlement and
Agreement and Release for consideration attached, was received. No other evidence was offered.

Counsel were heard. The Court has considered the evidence and arguments. The Court
finds and orders that:

Certification of the Settlement Classes.

1. The Court has conducted a preliminary evaluation of the terms set forth in the
Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Classes
meet all applicable requirements of Neb Rev Stat § 25-319 for settlement purposes only,



including that the Settlement Classes are sufficiently numerous, that there are questions of law and fact common to the members of the Settlement Classes that predominate, that the proposed Class Representatives and Class Counsel will fairly and adequately protect the interest of the Settlement Classes, and that a class action is an appropriate method for the fair and efficient adjudication of the action.

2. Pursuant to Section 25-319 and for settlement purposes only, the Court certifies the following Settlement Classes:

APPSN Fee Class: any member of Defendant who: (i) had a checking account with Defendant that was opened prior to February 1, 2020; and (ii) was assessed an APPSN Fee during the Class Period.

Retry Fee Class: all current or former members of Defendant who: (i) had a checking account with Defendant that was opened prior to February 1, 2020; and (ii) was assessed a Retry Fee during the Class Period.

The Class Period is from April 12, 2019 to March 31, 2024.

Settlement Class Representatives and Settlement Class Counsel.

3. The Court hereby approves the appointment of Named Plaintiffs Alexander Beam and Kenneth Randolph as Class Representatives.

4. 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: Sophia G. Gold, Esq. of Kaliel Gold PLLC and David A. Domina, Domina Law Group pc llo..

Preliminary Settlement Approval.

5. Upon preliminary review of the Agreement, the Court finds that (i) there is good cause to conclude that the Agreement is fair, reasonable, and adequate; (ii) the Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case and with the assistance of an experienced mediator; and (iii) the Settlement warrants Notice of its material terms to the Settlement Classes 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 7 December, 2026 at 9:30 a.m./~~pm~~ at the Sarpy County Courthouse, 1210 Golden Gate Drive, Papillion, Nebraska 68046-3087,

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 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 Named Plaintiffs, including the claims of Settlement Class Members who have not requested exclusion from the Settlement Classes; (iii) whether to approve the payment of attorneys' fees and costs to Class Counsel; and (iv) whether to approve the payment of service awards to the Class Representatives. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members.

Settlement Administration and Notice.

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

8. The Court approves, as to form, content, and for distribution, the Notice program and all forms of Notice to the Settlement Classes as set forth in the Agreement. The Court finds the Notices set forth in Exhibit 1 and attached to the Agreement comply with the requirements of Neb Rev Stat § 25-319.

9. The Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Classes of the pendency of the action, the terms of the Agreement, and the right to object to the 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 purpose of accuracy or formatting the publication.

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

Exclusion from Settlement Class.

11. Any Settlement Class Member who elects to be excluded from the Settlement Classes must submit a valid and timely Exclusion Letter by mail to the Claims Administrator, postmarked on or before the Bar Date to Opt Out. Valid Exclusion Letters must (i) identify the Class Member; (ii) state that the Class Member wishes to exclude himself or herself from the

Agreement; and (iii) be signed and dated by the Class Member. 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 Agreement. Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court at Final Approval. All persons who submit valid and timely Exclusion Letters shall not receive any benefits of and/or be bound by the terms of the Agreement.

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 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 the seven days prior to the Final Approval Hearing, the Settlement Class Member sends a written objection by first class mail to the Claims Administrator that states: (i) the objector's name, address, telephone number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case; (ii) a statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and (iii) a statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address, and telephone number. 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 Agreement, and the Settlement Class Member shall be bound by all terms of the Agreement and by all proceedings, orders, and judgments in the action.

Termination of Settlement.

13. This Preliminary Approval/Notice 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/Notice Order and before they entered the Agreement, if: (i) the Court does not enter the Final Approval Order in accordance with the Agreement and if all objections are not overruled and all appeals are not resolved in favor of approval; and (ii) if the Effective Date does not occur. In such event, (i) the Parties shall be restored to their respective positions in the action as they existed as of the date of

the execution of the Agreement; (ii) the terms and provisions of the Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or any other action or proceeding for any other purpose; and (iii) any order entered by the Court in accordance with the terms of the Agreement shall be treated as vacated, *nunc pro tunc*.

Use of Order.

This Preliminary Approval/Notice Order shall be of no force or effect if the Final Approval Order is not entered and there is no Effective Date and shall not be construed or used as a finding or judgment adjudicating any matter unless a Final Order of approval is entered.

14. The Court reserves the right to adjourn or continue the Final Approval hearing and related deadlines without further written notice to the Settlement Classes. 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 Claims 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.

15. All proceedings in the action, other than those related to approval of the Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the claims subject to the Release set forth in the Agreement are hereby enjoined and stayed pending Final Approval of the Agreement.

Schedule and Deadlines.

16. The Court orders the following schedule of dates for the specified actions and further proceedings:

Deadline for Claims Administrator to complete sending Email Notice and Postcard Notice, including any re-mailed notices	30 days after Preliminary Approval
Deadline to file Motion for Final Approval and Motion for Plaintiffs' attorneys' fees, costs, and service awards	45 days after the date the Notice must be delivered to Settlement Class Members

Bar Date to Opt Out and Bar Date to Object	30 days after the date the Notice must be delivered to the Settlement Class Members
Deadline for Class Counsel to file any objections and responses to any objections	7 days prior to the Final Approval Hearing Date
Final Approval Hearing Date	<u>7 December</u> , 2026 at <u>8:30</u> a.m
Effective Date	Date of Final Order Approving Settlement

By The Court: 30 July 2026



Nathan Cox, District Judge