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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

STEPHANIE BOHRER, CLERK

COUNTY OF SAN JOAQUIN

By *[Signature]* DEPUTY

MOHAMMED AMIN, KEVIN COYNE,
LOUISE RAMOS, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

CALIFORNIA CASUALTY INDEMNITY
EXCHANGE d/b/a CALIFORNIA
CASUALTY GROUP,

Defendants.

Case No.: STK-CV-UBT-2026-0003331

Assigned for All Purposes to:
Hon. George J. Abdallah, Dept. 10A

[PROPOSED] PRELIMINARY
APPROVAL ORDER

JUN 10 2026

~~PROPOSED~~ ORDER OF
PRELIMINARY APPROVAL AND JUDGMENT

Before the Court is Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Mohammed Amin, Kevin Coyne, and Louise Ramos ("Plaintiffs"), individually and on behalf of the Settlement Class Members (as defined in Paragraph 46), and California Casualty Indemnity Exchange d/b/a California Casualty Group ("California Casualty" or "Defendant") (collectively the "Parties"), with accompanying exhibits attached to Plaintiff's Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.¹

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

FILE BY FAX

Having fully considered the issue, the Court makes the following recitals and findings and hereby **GRANTS** the Motion and judgment is hereby entered pursuant to CRC 3.769(h)² as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

Settlement Class: All living individuals residing in the United States whose PII was impacted in the Data Breach discovered by California Casualty in September 2025, including all those individuals who received notice of the breach.

Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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.

Pursuant to Cal. Rules of Court, rule 3.769; Code of Civil Procedure section 382; the “presumption of fairness” analysis; and the *Kullar* Factors, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because they meet all of the requirements of Code of Civil Procedure section 382. Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is ascertainable; (b) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (c) the Settlement Class shares a community of interest; (d) there are issues of law and fact that are common to the Settlement Class; (e) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (f) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the

² CRC 3.769(h) is authority for the Court’s continuing jurisdiction.

Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (g) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (h) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiffs Mohammed Amin, Kevin Coyne, and Louise Ramos satisfy the requirements of California law and should be appointed as the Settlement Class Representative. Additionally, the Court finds that Carly M. Roman of Strauss Borrelli PLLC will likely satisfy the requirements of California law and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by California statutory law and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____ at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable,

1 and adequate, and finally approved; (c) Settlement Class Members (who have not timely and
2 validly excluded themselves from the Settlement) should be bound by the releases set forth in the
3 Settlement Agreement; (d) the application of Settlement Class Counsel for an award of Attorney
4 Fees, Costs, and Expenses should be approved; and (e) the application of the Settlement Class
5 Representative for a Service Award should be approved.

6 6. **Settlement Administrator.** The Court appoints Simpluris as the Settlement
7 Administrator, with responsibility for class notice and settlement administration. The Settlement
8 Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement
9 Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

10 7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the
11 Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material
12 modifications to these Exhibits may be made by the Settlement Administrator in consultation and
13 agreement with the Parties, but without further order of the Court.

14 8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and
15 method of giving Notice to the Settlement Class as described in the Settlement Agreement and its
16 exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably
17 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
18 Action, the terms of the proposed Settlement, and their rights under the proposed Settlement,
19 including, but not limited to, their rights to object to or exclude themselves from the proposed
20 Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and
21 constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons
22 entitled to receive notice; (d) meet all applicable requirements of law; and (e) and meet the
23 requirements of the Due Process Clauses of the United States Constitution and the California
24 Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is
25 written in plain language, uses simple terminology, and is designed to be readily understandable
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1 by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice
2 program in conformance with the Settlement Agreement.

3 9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded
4 (i.e., “opt-out”) from the Settlement Class must individually sign and timely submit an
5 opt-out request in the manner provided in the Settlement Agreement. The written request must
6 clearly manifest a person’s intent to be excluded from the Settlement Class, as set forth in the
7 Settlement Agreement, and must be submitted individually, i.e., one request is required for every
8 Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be
9 postmarked no later than the Opt-Out Deadline, which is no later than thirty (30) days from the
10 before the initial scheduled Final Approval Hearing, and as stated in the Notice. If a Final Approval
11 Order and Judgment is entered, all individuals falling within the definition of the Settlement Class
12 who do not timely and validly request to be excluded from the Settlement Class shall be bound by
13 the terms of this Settlement Agreement and the Final Approval Order and Judgment. All
14 individuals who submit valid and timely requests to be excluded from the Settlement Class shall
15 not receive any benefits or be bound by the terms of the Settlement Agreement and shall have no
16 right to object to the Settlement or to participate at the Final Approval Hearing.

17 10. **Objections and Appearances.** A Settlement Class Member desiring to object to
18 the Settlement Agreement may submit a timely written objection by the Objection Deadline, which
19 will be thirty (30) days before the initial scheduled Final Approval Hearing in the manner provided
20 in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline
21 for submission of any objections—the “Objection Deadline.” Any such objections to the
22 Settlement Agreement must be written and must include all of the following: (i) the name of the
23 Action; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement
24 that states with specificity the grounds for the objection, as well as any documents supporting the
25 objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding
26 whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval
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Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member and their attorney.

The Settlement Class Member shall send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The provisions stated in the Settlement Agreement and in this paragraph shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the California Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** 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 Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement 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 requirements and procedures specified in the 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 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 Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not issue the Preliminary Approval Order or Final Approval Order; (b) the Effective Date does not occur; or (c) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party.

13. **Use of Order.** 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, as defined in the Settlement Agreement, and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative 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.

14. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. 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 Class.

