

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Mohammed Amin, Kevin Coyne, and Louise Ramos (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members (as defined *infra*), and California Casualty Indemnity Exchange d/b/a California Casualty Group (“California Casualty” or “Defendant”) (together, the “Parties”), in the action *Mohammed Amin, et al. v. California Casualty Indemnity Exchange d/b/a California Casualty Group* (Case No. STK-CV-UBT-2026-0003331) filed on or about May 5, 2026, in California Superior Court for the County of San Joaquin (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. On December 2, 2025, Plaintiff Amin filed a class action complaint against Defendant in the United States District Court in the Northern District of California. Plaintiff Amin brought the following claims: negligence, negligence per se, breach of implied contract, breach of implied contract, breach of the implied covenant of good faith and fair dealing, invasion of privacy, unjust enrichment, and breach of fiduciary duty. Separately, Plaintiffs Coyne and Ramos filed a separate but related class action complaint in the United States District Court in the Northern District of California.

2. Plaintiff Amin filed his First Amended Class Action Complaint on December 5, 2025 (Dkt. 5). On April 13, 2026, Defendant filed a stipulating to extend its respond deadline to April 13, 2026, pending mediation (Dkt. 10).

3. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding the scope of the Data Incident; the number of Settlement Class Members; the geographic locations of Settlement Class Members; and the types of information breached. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses.

4. The Parties scheduled a formal mediation session with Bruce Friedman Esq. of JAMS for March 13, 2026. Notably, Bruce Friedman Esq. has substantial experience with mediating analogous complex class actions.

5. Under the guidance of Bruce Friedman Esq., the Parties engaged in arm’s length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. Over the course of the mediation, the Parties discussed the relevant facts and law and advocated their positions through Bruce Friedman Esq.. Throughout the entire process, the Parties agreed to not negotiate attorney fees or Service Award until the core terms of a settlement were finalized (i.e., to avoid any conflicts). After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement.

6. Thereafter, the Parties continued to negotiate the finer terms of the Settlement memorialized in this agreement. As part of those negotiations, the Parties agreed to refile the action in this Court.

7. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

8. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

9. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

10. “**Alternative Cash Payment**” means the cash payment that Settlement Members can claim as set forth in Section III, exclusive of Credit Monitoring Services, Service Awards, Notice and Administrative Expenses, and Fee Award and Costs.

11. “**Approved Claim**” means the complete and timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

12. “**Claim Form**” means the form(s) Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar the form attached hereto. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

13. “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

14. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

15. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Section IV.

16. “**Court**” means California Superior Court for the County of San Joaquin.

17. “**Credit Monitoring Services**” means the credit monitoring services described in Section III which includes two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

18. “**Data Incident**” means the cybersecurity incident that impacted Defendant on or around September 2, 2025.

19. “**Defendant’s Counsel**” means Casie Collignon and Sean P. Killeen of Baker & Hostetler LLP.

20. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

21. “**Fee Award and Costs**” means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

22. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Award to the Class Representative, to be held at least 120 days after entry of the Preliminary Approval Order.

23. “**Final Approval Order**” means an order requesting that judgment be entered accordingly, substantially in the form attached hereto as **Exhibit F**, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the California Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

24. **“Litigation Costs and Expenses”** means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

25. **“Notice” or “Notice Program”** means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto (the “Short Form Notice” (**Exhibit A**) and the “Long Form Notice” (**Exhibit B**)), as well as on the Settlement Website. The Short Form Notice shall include a tear-off claim form for Credit Monitoring Services and/or the Alternative Cash Payment.

26. **“Notice Deadline”** means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order, or other such date as ordered by the Court.

27. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

28. **“Objection Deadline”** is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be thirty (30) days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

29. **“Objection Procedure”** means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

30. **“Opt-Out”** means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

31. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be thirty (30) days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

32. **“Opt-Out Procedure”** means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VI.

33. **“Out-of-Pocket Losses”** means documented out-of-pocket monetary costs that a Settlement Class Member actually incurred, that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third-party.

34. **“Personal Information”** includes, but is not limited to, name; medical information; taxpayer identification number; driver’s license or state identification number; health insurance information; date of birth; social security number; passport number; and financial account number/payment card numbers. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

35. **“Preliminary Approval Order”** means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the California Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

36. **“Released Claims”** means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

37. **“Released Parties”** means Defendant California Casualty Indemnity Exchange (“CCIE”), California Casualty Management Company (“CCMC”), Attorney-in-Fact for CCIE and Manager of CCIE’s subsidiaries, and each and every of their predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, advisory board members, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

38. **“Releasing Parties”** and a **“Releasing Party”** shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their

respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

39. “**Request for Exclusion**” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Section VI.

40. “**Service Award**” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Section XI.

41. “**Settlement**” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

42. “**Settlement Administrator**” means Simpluris, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel and Defendant’s Counsel to administer the settlement.

43. “**Settlement Class**” is defined as “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. In total, Defendant represents there are over 100 people in the Settlement Class.

44. “**Settlement Class Counsel**” means Carly M. Roman of Strauss Borrelli PLLC.

45. “**Settlement Class List**” means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

46. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

47. “**Settlement Class Representatives**” means Mohammed Amin, Kevin Coyne, and Louise Ramos.

48. “**Settlement Payment**” or “**Settlement Check**” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Settlement Class Member pursuant to the claims process set forth in Section IV.

49. **“Settlement Website”** means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth herein.

50. **“Supplemental Declaration”** means the declaration that the Settlement Administrator will provide to Settlement Class Counsel for filing with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.

III. SETTLEMENT BENEFITS

51. **Credit Monitoring Services.** All Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

52. **Monetary Benefits.** Defendant shall pay for the following monetary benefits. Defendant will pay for all timely and valid claims.

- a. **Compensation for Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to \$4,000.00 per person for out-of-pocket losses.
 - i. To be valid, Settlement Class Members must provide third-party documentation that supports the losses. Valid third-party documentation includes receipts, bank statements, or other official documentation that was not “self-prepared” by the Settlement Class Member.
 - ii. Settlement Class Members may submit “self-prepared” documents (e.g., handwritten receipts or notes) to provide clarity, but such documents are insufficient by themselves to qualify for compensation.
 - iii. Examples of eligible Out-of-Pocket Losses include, without limitation and by way of example, the following: losses associated with fraud or identity theft, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
 - iv. If a Settlement Class Member submits a claim for Out-of-Pocket Losses but fails to provide sufficient third-party documentation and

then fails to cure the deficiencies, that Settlement Class Member will automatically receive the Alternative Cash Payment.

- b. **Alternative Cash Payment.** In the alternative to claims for Out-of-Pocket Losses, Settlement Class Members may submit a claim for a \$50.00 flat cash payment. Settlement Class Members may claim both the Alternative Cash Payment and also Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

53. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

IV. CLAIMS PROCESS AND PAYMENTS

54. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

55. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Out-of-Pocket Losses, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will determine to what extent documentation for Out-of-Pocket Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- d. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider the timing of the alleged loss and whether it occurred on or after the Data

Incident; and any other factors the Settlement Administrator reasonably finds to be relevant.

- e. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- f. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- g. To the extent the Settlement Administrator determines that a timely claim Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- h. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

56. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or thirty (30) days of the Effective

Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.

- b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described above.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order.

57. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

58. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Settlement Class Members within that time.

59. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

60. **Voided Checks.** In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment

and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member.

V. NOTICE PROGRAM

61. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address (after reasonable efforts to locate a valid address, like skip tracing) by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

62. **Form of Notice.** The Short Form Notice shall be disseminated through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Short Form Notice mailed to Settlement Class Members will be in a form substantially similar to that attached hereto as Exhibit A. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

63. **Tear-Off Claim Form.** The Short Form Notice shall include a tear-off claim form for Credit Monitoring Services and/or the Alternative Cash Payment.

64. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Award, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

65. **Cost of Notice and Administration.** No later than thirty (30) days after Preliminary Approval and receipt of all necessary information required to make payment (e.g.,

wiring instructions and a W-9 form), Defendant shall pay all costs associated with notifying the Settlement Class, in an amount invoiced by the Settlement Administrator (said amount being paid separately from the Settlement Benefits in Section III) to allow the Settlement Administrator to pay settlement administration costs.

VI. OPT-OUTS AND OBJECTIONS

66. **The Opt-Out Procedure.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

67. **The Objection Procedure.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the request for attorney fees Service Award.. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the

objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval 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. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VII. SETTLEMENT ADMINISTRATOR

68. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement, and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on invalid addresses and undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all Claim Forms submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator

shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

- j. Working with the provider of Credit Monitoring Services to receive and send activation codes after the Effective Date to Settlement Class Members who submitted valid claims for Credit Monitoring Services;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator;
- m. Preparing a declaration for submission with the Motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) provides data on Opt-Outs, Objections, and Claims.
- n. Preparing the Supplemental Declaration which shall be filed with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.
- o. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

69. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Plaintiff as the representative for the Settlement Class.

70. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing to ensure that any requested revisions from

Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached hereto as **Exhibit D**.

71. **Final Approval.** Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Award, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Award. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who objected to the Settlement and/or to the Application for Attorney Fees, Costs, and Service Award, provided the objector(s) submitted timely objections that meet all the requirements of this Agreement. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

72. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

IX. MODIFICATION AND TERMINATION

73. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

74. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

75. **Effect of Termination.** In the event of a termination as provided in this Section, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement 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 certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

76. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) 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. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

X. RELEASES

77. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

78. **Unknown Claims.** The Plaintiffs' Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE AND THAT IF

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

Upon the Effective Date, Plaintiffs shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Plaintiffs shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

79. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

80. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

81. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of Service Awards approved and awarded by the Court or any appeal thereof. The amount and timing of Service Awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

82. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

83. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff

or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XI. SERVICE AWARD AND ATTORNEY FEES

84. **Service Award.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion seeking Service Awards for the Settlement Class Representatives in recognition of their contributions to this Action not to exceed Three Thousand Dollars and Zero Cents (\$3,000.00) each. If more than \$3,000.00 is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Prior to the disbursement or payment of the Service Award, the Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Service Award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. Defendant's obligations with respect to the Court-approved Service Award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Award. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Award. This amount was negotiated after the benefits to the Settlement Class were negotiated.

85. **Attorney Fees and Costs and Expenses.** At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion for Fee Award and Costs to be paid in an amount which shall not exceed One Hundred and Sixty-Eight Thousand Dollars (\$168,000.00). If more than \$168,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the benefits to the Settlement were negotiated.

XII. MISCELLANEOUS

86. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

87. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

88. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

89. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

90. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

91. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

92. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

93. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

94. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

95. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

96. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

97. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

98. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

99. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of California, without regard to choice of law principles.

100. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

101. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Carly M. Roman
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
2261 Market Street, Suite 22946
San Francisco, CA 94114
croman@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

Sean P. Killeen
BAKER & HOSTETLER LLP
Transamerica Pyramid Center
600 Montgomery Street, Suite 3100
San Francisco, CA 94111
skilleen@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

102. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

103. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

104. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

105. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

106. **Schedule and Deadlines.** Subject to court approval, the Parties agree to following schedule and deadlines.

Event	Deadline
Defendant provides the Settlement Class List to the Claims Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order
Plaintiff shall file the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards	At least forty-five (45) days before the initially scheduled Final Approval Hearing
Objection Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Opt-Out Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Mohammed Amin

By: 

Date: 06 / 10 / 2026

Kevin Coyne

By: _____

Date: _____

Louise Ramos

By: _____

Date: _____

California Casualty Management Company

By: _____

Date: _____

Carl B. Brown

California Casualty Management Company, Attorney-in-Fact for California Casualty Indemnity Exchange (CCIE)

Manager of CCIE's Subsidiaries:

California Casualty Compensation Insurance Company

California Casualty Insurance Company

California Casualty & Fire Insurance Company

California Casualty General Insurance Company

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____

Date: _____

Counsel for Defendant

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Mohammed Amin

By: _____

Date: _____

Kevin Coyne

By:  _____
Kevin Coyne (Jun 8, 2026 10:05:39 PDT)

Date: 08/06/2026

Louise Ramos

By: _____

Date: _____

California Casualty Management Company

By: _____

Date: _____

Carl B. Brown

California Casualty Management Company, Attorney-in-Fact for California Casualty Indemnity Exchange (CCIE)

Manager of CCIE's Subsidiaries:

California Casualty Compensation Insurance Company

California Casualty Insurance Company

California Casualty & Fire Insurance Company

California Casualty General Insurance Company

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____

Date: _____

Counsel for Defendant

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Mohammed Amin

By: _____

Date: _____

Kevin Coyne

By: _____

Date: _____

Louise Ramos

By:  _____
Louise Ramos (Jun 9, 2026 09:23:33 CDT)

Date: 09/06/2026

California Casualty Management Company

By: _____

Date: _____

Carl B. Brown

California Casualty Management Company, Attorney-in-Fact for California Casualty Indemnity Exchange (CCIE)

Manager of CCIE's Subsidiaries:

California Casualty Compensation Insurance Company

California Casualty Insurance Company

California Casualty & Fire Insurance Company

California Casualty General Insurance Company

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____

Date: _____

Counsel for Defendant

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Mohammed Amin

By: _____

Date: _____

Kevin Coyne

By: _____

Date: _____

Louise Ramos

By: _____

Date: _____

California Casualty Management Company

By: _____

Date: _____

Carl B. Brown

California Casualty Management Company, Attorney-in-Fact for California Casualty Indemnity Exchange (CCIE)

Manager of CCIE's Subsidiaries:

California Casualty Compensation Insurance Company

California Casualty Insurance Company

California Casualty & Fire Insurance Company

California Casualty General Insurance Company

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: 

Date: 06 / 10 / 2026

Counsel for Defendant

By: _____

Date: _____

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Mohammed Amin

By: _____

Date: _____

Kevin Coyne

By: _____

Date: _____

Louise Ramos

By: _____

Date: _____

California Casualty Management Company

By: *Carl B. Brown*

Date: 6/1/2026 | 13:14 PDT

Carl B. Brown

California Casualty Management Company, Attorney-in-Fact for California Casualty Indemnity Exchange (CCIE)

Manager of CCIE's Subsidiaries:

California Casualty Compensation Insurance Company

California Casualty Insurance Company

California Casualty & Fire Insurance Company

California Casualty General Insurance Company

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____

Date: _____

Counsel for Defendant

By: *S K*

Date: 6/8/2026

— EXHIBIT A —

Why am I receiving this notice? A Settlement has been reached with California Casualty Indemnity Exchange d/b/a California Casualty Group ("California Casualty") in a class action lawsuit ("Settlement"). The case is about the September 2025 cyberattack on California Casualty's system (the "Data Incident"). The lawsuit alleges that the Data Incident may have impacted certain personal information. California Casualty denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "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." In this sentence, PII means Personally Identifiable Information.

The Court has appointed attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can claim two years of Credit Monitoring Services and one of two cash payment options described below.

If you have documented losses you can get back up to \$4,000. *Instead of any other cash payment*, you can get a one-time \$50 Alternative Cash Payment.

Full details and instructions are available online.

How do I receive a benefit? If you are claiming a payment for documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call (XXX) XXX-XXXX. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by [Opt-Out Deadline] or you will not be able to sue California Casualty for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [Objection Deadline]. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$168,000, and \$3,000 for each of the Settlement Class Representatives. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: [SIMID]

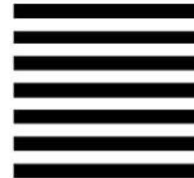
BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



California Casualty Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



☐ Check this box to claim a one-time \$50.00 **Alternative Cash Payment**.

How would you like to be paid:

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check (sent to above address)

For digital payment options, please **PRINT** your email address below:

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Mohammed Amin, et al. v.
California Casualty Indemnity Exchange d/b/a California Casualty Group
Case No. STK-CV-UBT-2026-0003331
Superior Court for San Joaquin County, California

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED IN THE SEPTEMBER 2025 CALIFORNIA CASUALTY INDEMNITY EXCHANGE D/B/A CALIFORNIA CASUALTY GROUP, DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with California Casualty Indemnity Exchange d/b/a California Casualty Group (“California Casualty” or “Defendant”) in a class action lawsuit. This case is about the cyberattack on California Casualty's computer systems that occurred in September 2025 (the “Data Incident”). Certain files that contained private information were potentially accessed. These files may have contained personal information such as name; medical information; taxpayer identification number; driver's license or state identification number; health insurance information; date of birth; social security number; passport number; and financial account number/payment card numbers.
- The lawsuit is called *Mohammed Amin, et al. v. California Casualty Indemnity Exchange d/b/a California Casualty Group*, Case No. STK-CV-UBT-2026-0003331. It is pending in the Superior Court for San Joaquin County, California (the “Litigation”).
- California Casualty denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- California Casualty's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from California Casualty.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

Mohammed Amin, et al. v. California Casualty Indemnity Exchange d/b/a California Casualty Group

Page 1 of 9

«2DBarcode»

SIMID: «SIMID» | CaseID: [CaseID]

Questions? Call (XXX) XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

093660.000014\4929-4783-4799.1

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to exclude yourself from the Settlement and receive no Settlement benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant concerning the claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2026
DO NOTHING	Unless you exclude yourself from the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement, and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant concerning the claims resolved by this Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	5
THE LAWYERS REPRESENTING YOU	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	7
THE COURT’S FINAL APPROVAL HEARING	8
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The Superior Court for San Joaquin County, California, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Mohammed Amin, et al. v. California Casualty Indemnity Exchange d/b/a California Casualty Group*, Case No. STK-CV-UBT-2026-0003331. It is pending in the Superior Court for San Joaquin County, California. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, California Casualty Indemnity Exchange d/b/a California Casualty Group, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the September 2025 targeted cyberattack on California Casualty's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as name; medical information; taxpayer identification number; driver's license or state identification number; health insurance information; date of birth; social security number; passport number; and financial account number/payment card numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Mohammed Amin; Kevin Coyne; and Louise Ramos. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “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.” In this sentence, PII means Personally Identifiable Information.

6. Are there exceptions to being included?

Yes. excluded from the Class are: (1) Defendant; (2) anyone who timely and validly excludes themselves from the Settlement; (3) any judges assigned to this case and their staff and family; and (4) 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.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: California Casualty Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Class Members may enroll in **Credit Monitoring Services** and claim **one** of the available cash payment options. The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$4,000.00**. The losses must have occurred between September 2, 2025, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Alternative Cash Payment. *Instead of any other payments*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: **(XXX) XXX-XXXX**
- By mail: California Casualty Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against California Casualty about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section X) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at **www.[SettlementWebsite].com**.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at **www.[SettlementWebsite].com**. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

California Casualty Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Andrew G. Gunem and Carly M. Roman of Strauss Borrelli PLLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$168,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by California Casualty.

Class Counsel will also ask for Service Award payments of \$3,000.00 for each of the Class Representatives. Service Award payments will also be paid by California Casualty.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue California Casualty on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is [Opt-Out Deadline].

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Mohammed Amin, et al. v. California Casualty Indemnity Exchange d/b/a California Casualty Group*, Case No. STK-CV-UBT-2026-0003331, pending in the Superior Court for San Joaquin County, California;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

California Casualty Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Mohammed Amin, et al. v. California Casualty Indemnity Exchange d/b/a California Casualty Group*, Case No. STK-CV-UBT-2026-0003331, pending in the Superior Court for San Joaquin County, California;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (6) information that proves that you are a Class Member (such as a notice you have received); and
- (7) your signature (and, if you have hired your own lawyer, your lawyer’s signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendant.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	California Casualty Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendants
Andrew G. Gunem Carly M. Roman STRAUSS BORRELLI PLLC 980 N Michigan Avenue, Suite 1610 Chicago, IL 60611	Sean P. Killeen BAKER & HOSTETLER LLP Transamerica Pyramid Center 600 Montgomery Street, Suite 3100 San Francisco, CA 94111

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **[FA Hearing Date]** at **[Hearing Time]** Pacific Time, in Room **[Court Room]** of the Superior Court for San Joaquin County, California, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide whether to approve Class Counsel's requested attorneys' fees and costs, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive benefits or payments from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: California Casualty Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

— EXHIBIT C —

CLAIM FORM AND RELEASE

SUPERIOR COURT FOR SAN JOAQUIN COUNTY, CALIFORNIA

Mohammed Amin, et al. v.

California Casualty Indemnity Exchange d/b/a California Casualty Group

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

California Casualty Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "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." In this sentence, PII means Personally Identifiable Information.

Excluded from the Settlement Class are: (1) Defendant; (2) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (3) any judges assigned to this case and their staff and family; and (4) 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.

You may submit your Claim Form through the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), or by completing and signing this Claim Form.

Claims submitted online must be submitted by [Claims Deadline]. Mailed Claim Forms must be postmarked by [Claims Deadline].

Paper Claim Forms must be mailed through the United States Postal Service and postmarked no later than [Claims Deadline]. Please mail to:

Claims Administrator
California Casualty Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

Mohammed Amin, et al. v. California Casualty Indemnity Exchange d/b/a California Casualty Group

Page 1 of 6

«2DBarcode»

SIMID: «SIMID» | CaseID: [CaseID]

Questions? Call (XXX) XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Class Members may enroll in **Credit Monitoring Services** and claim one of the two **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$4,000.00**. The losses must have occurred between September 2, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

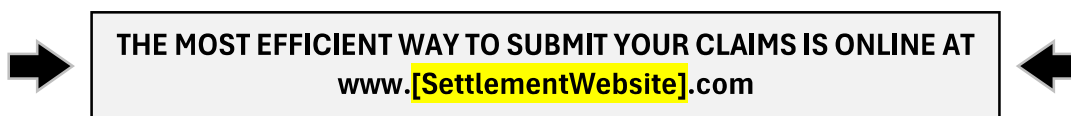
You cannot claim a payment for expenses that have already been reimbursed by a third party.

Alternative Cash Payment. *Instead of any other payments*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)
By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
By toll-free call: (XXX) XXX-XXXX

By mail: Claims Administrator
California Casualty Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958



You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

Claims submitted online must be submitted by [Claims Deadline]. Mailed Claim forms must be postmarked by [Claims Deadline].

If your contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If your contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

MI

[illegible]

Class Member Last Name

[illegible]

Entity Name (if Class Member is not an individual)

[illegible]

Address 1 (street name and number)

[illegible]

Address 2 (apartment, unit, or box number)

[illegible]

ZIP

[illegible]

Email Address

[illegible]**Telephone Number**

--	--	--	--

-

--	--	--	--

-

--	--	--	--

Login ID (if known)

[illegible]

II. CREDIT MONITORING SERVICES

- ☐ Check this box if you would like to enroll in two years of Credit Monitoring Services CyEx Financial Shield Complete.

III. ORDINARY LOSSES (OUT-OF-POCKET EXPENSES)

- ☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$4,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.**

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Fee for credit report</i>	<i>\$40</i>
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. ALTERNATIVE CASH PAYMENT

- ☐ Check this box if you want to claim a one-time \$50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.**

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

[illegible]

☐ **VENMO**
Telephone number associated with your Venmo account, if different than you provided in Section I:

[illegible]

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

☐ **PHYSICAL CHECK**
Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

		MM		DD		YY	

Please print or type your name on the line above.

— EXHIBIT D —

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

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

**[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

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 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.

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

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

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

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

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

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded (i.e., "opt-out") from the Settlement Class must individually sign and timely submit an opt-out request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every

Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than thirty (30) days from the before the initial scheduled Final Approval Hearing, and as stated in the Notice. If a Final Approval Order and Judgment is entered, all individuals falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All individuals who submit valid and timely requests to be excluded from the Settlement Class shall not receive any benefits or be bound by the terms of the Settlement Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing.

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline, which will be thirty (30) days before the initial scheduled Final Approval Hearing in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the name of the Action; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval 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.

15. **Stay of Litigation.** Except as necessary to effectuate this Preliminary Approval Order, 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.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings.

Event	Deadline
Defendant provides the Settlement Class List to the Claims Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order

Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order
Plaintiffs shall file the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards	At least forty-five (45) days before the initially scheduled Final Approval Hearing
Objection Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Opt-Out Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order <i>To be set by the Court</i> Set for _____ at _____

IT IS SO ORDERED on this _____ day of _____, _____.

THE HONORABLE GEORGE J. ABDALLAH

— EXHIBIT E —

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

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] ORDER OF
FINAL APPROVAL AND JUDGMENT**

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement ("Final Order and Judgment") involving Plaintiffs Mohammed Amin, Kevin Coyne, and Louise Ramos ("Plaintiffs") and Defendant California Causality Indemnity Exchange d/b/a California Casualty Group ("California Casualty" or "Defendant") and, together with Plaintiff, the "Parties"), as fair, reasonable, adequate, and in the best interests of the Settlement Class. Judgment is hereby entered pursuant to CRC 3.769(h)¹ as detailed herein.

Having reviewed and considered the Settlement Agreement and Plaintiff's Unopposed Motion for Final Approval, and having conducted a Final Approval Hearing, the Court, pursuant to Cal. Rules of Court, rule 3.769 and Code of Civil Procedure section 382, makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set

¹ CRC 3.769(h) is authority for the Court's continuing jurisdiction.

forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under California law to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ORDERED on this _____ day of _____, _____ that:

1. The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant was impacted by a cybersecurity incident (the "Data Incident") discovered by California Casualty in September 2025, which allegedly caused injuries to Plaintiffs and the Settlement Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

4. On _____, the Court entered an Order Granting Preliminary Approval of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiffs as the Class Representatives; (d) provisionally appointed Strauss

Borrelli PLLC as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Simpluris as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, the Court preliminarily certified the Settlement Class in this matter 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 Classes 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 Security Incident or who pleads *nolo contendere* to any such charge. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Cal. Rules of Court, rule 3.769 and Code of Civil Procedure section 382.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing, the Motion for Final Approval and Attorney Fees, Costs, and Service Award have been provided to Settlement Class Members as directed by

this Court's Orders.

9. The Court finds that such Notice as therein ordered constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to Cal. Rules of Court, rule 3.769 and Code of Civil Procedure section 382 and meets the requirements of the Due Process Clauses of the United States Constitution and the California Constitution.

10. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement has passed.

11. _____ objections were filed by Settlement Class Members. The Court has considered all objections (if any) and finds that the objections (if any) do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. As of the final date of the Opt-Out Period, _____ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons (if any) are set forth in Exhibit _____ to this Order (if necessary). Those persons (if any) are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

16. The Court appoints Plaintiffs Mohammed Amin, Kevin Coyne, and Louise Ramos as Class Representatives.

17. The Court appoints Carly M. Roman of Strauss Borrelli PLLC as Settlement Class Counsel.

18. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Parties, as defined in the Settlement Agreement, as follows:

“Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

“Released Parties” means Defendant California Casualty Indemnity Exchange (“CCIE”), California Casualty Management Company (“CCMC”), Attorney-in-Fact for CCIE and Manager of CCIE’s subsidiaries, and each and every of their predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, advisory board members, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

Released Claims shall not include the right of any Settlement Class Member, Plaintiffs' counsel, Settlement Class Counsel, or any of the Released Parties to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons identified in Exhibit _____ to this Final Order and Judgment, who have timely and validly requested exclusion from the Settlement Class.

19. On the Effective Date, the Parties and each and every Settlement Class Member are bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Parties with respect to the Released Claims.

20. On the Effective Date, and to the fullest extent permitted by law, the Settlement Class Representative and other Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

22. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiffs.

23. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.

24. As of the Effective Date, the Released Parties are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Parties may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

25. As of the Effective Date, the Released Parties and Releasing Parties are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

26. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

IT IS SO ORDERED on this _____ day of _____, _____.

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
