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Superior Court of California
County of Los Angeles
09/01/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Elder Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAZMIN AGUILAR, ISRAEL ROCA PINA, ELIZABETH CERVANTES, AND JAMES DAVID WENDT, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

INTERNATIONAL COFFEE & TEA, D/B/A THE COFFEE BEAN AND TEA LEAF,

Defendant.

Lead Case No. 25STCV00002

Consolidated with:
24STCV34381
24STCV34385

[Assigned for All Purposes to:
Hon. Carolyn B. Kuhl; Dept. 12]

[~~PROPOSED~~] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: , 2026
Time: 10:30 a.m.
Dept. 12
Reservation No.

Consolidate Complaint Filed: June 13, 2025
Trial Date: None

The Unopposed Motion by Plaintiffs Jazmin Aguilar, Israel Roca Pina, and Elizabeth Cervantes ("Plaintiffs") for Preliminary Approval of the Parties' proposed Class Action Settlement Agreement (the "Settlement Agreement") came on for hearing before this Court on 9/1/26, 2026, at 10:30 am. The Court, having considered the Motion, the Memorandum of Points and Authorities, the declarations in support, the Settlement Agreement and its exhibits, the pleadings and record in this action, and the arguments of counsel, and good cause appearing, hereby ORDERS as follows;

1. This Preliminary Approval Order incorporates the Settlement Agreement and the Amendment to the Settlement Agreement and the terms used herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to the Court with the motion.
2. For purposes of settlement and conditioned upon the Settlement receiving final approval following the Final Approval Hearing, this Court hereby conditionally certifies the Settlement Class, defined as: "All 53,901 individuals residing in the United States who were potentially impacted by the Data Security Incident."
3. The Court finds that, for the purposes of settlement only: (a) the number of members of the Settlement Class are so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Class; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.
4. For the purposes of settlement only, the Court finds and determines that the named Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the action and appoints Jazmin Aguilar, Israel Roca Pina, and Elizabeth Cervantes as Class Representatives.
5. For purposes of settlement only, the Court appoints John J. Nelson of Milberg, PLLC, A. Brooke Murphy of the Murphy Law Firm, and Kristen Lake Cardoso of Kopelowitz

Ostrow P.A. as Class Counsel.

6. Simpluris, Inc. is appointed as Settlement Administrator. The Settlement Administrator shall abide by the terms and conditions of the Settlement Agreement that pertain to settlement and claims administration.

7. The Final Approval Hearing Date shall be Feb. 2, 2027 at 10:30am **_____, 2026 at ____.** in Department 12 of this Court, located at the Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California, 90012, to consider and confirm as final: (a) the fairness, reasonableness, and adequacy of the proposed Settlement Agreement; (b) any objections made by Settlement Class Members to the proposed Settlement Agreement; (c) whether the Settlement Agreement should be finally approved by this Court; (d) Class Counsels' motion for attorneys' fees, costs, and Service Awards; and (e) such other matters as this Court may deem proper and necessary.

8. Class Counsel shall file and serve the motion for attorneys' fees, costs, and Service Awards not later than 14 days before the Objection Deadline, which shall be 60 days after the Settlement Administrator issues Notice to the Class.

9. Class Counsel shall file and serve the motion for final approval not later than 14 days before the Final Approval Hearing.

10. The proposed form, timing, and method of Notice to the Class, described in the Settlement Agreement, including the Postcard Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement, are hereby approved for the purpose of notifying the members of the Settlement Class of the proposed Settlement Agreement, the Final Approval Hearing date, and the rights of Settlement Class Members to exclude themselves or object to the Settlement. The Notice shall be disseminated to the members of the Settlement Class substantially in the forms approved. The Parties may by mutual written consent make non-substantive changes to the notices without further Court approval. The costs of giving notice to the members of the Settlement Class shall be paid from the Settlement Fund.

11. The Settlement Administrator shall issue Notice to the Class within 30 days after the entry

of this Preliminary Approval Order, including by U.S. Mail and website publication as set forth in the Settlement Agreement. and the Amendment to the Settlement Agreement

12. The revised Long Form Notice, Settlement Agreement, and this Preliminary Approval Order shall be posted on the Settlement Website created by the Settlement Administrator.

13. Within seven days after the Opt-Out Deadline and Objection Deadline, the Settlement Administrator shall furnish to Class Counsel and to International Coffee & Tea, LLC d/b/a The Coffee Bean & Tea Leaf's Counsel a complete list of all timely and valid requests for exclusion and any valid objections.

14. The Notice Plan, as set forth in the Settlement Agreement, is the best notice practicable under the circumstances and is reasonably calculated to apprise the members of the Settlement Class of the pendency of this Action and their right to participate in, object to, or exclude themselves from the Settlement. The Court further finds that the Notices satisfy the requirements of California Rule of Court 3.766(d) and due process.

15. Settlement Class Members who wish to exclude themselves from the Settlement Class for purposes of this Settlement may do so by submitting a request for exclusion to the Settlement Administrator that is postmarked no later than 60 days after the Settlement Administrator sends the Postcard Notice. The request for exclusion must comply with the procedures set forth in the Settlement Agreement. Each Settlement Class Member desiring to exclude himself or herself shall timely submit written notice of such intent to the designated address set forth in the Notice. The written notice must clearly manifest the intent to be excluded from the Settlement Class and must be signed by the Settlement Class Member. A request for exclusion may not request exclusion of more than one member of the Settlement Class. Each opt-out must be individually submitted; mass opt-outs are not permitted.

16. Any Settlement Class Member who timely requests exclusion consistent with these procedures may not file an objection to the Settlement Agreement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all

terms of the Settlement Agreement and the final judgment.

17. Any Settlement Class Member who has not timely filed a request for exclusion may object to the granting of final approval to the Settlement. Settlement Class Members may object on their own or through separate counsel at their own expense.

18. Any written objection to the Settlement Agreement must comply with the objection procedures set forth in the Settlement Agreement and must be submitted on or before the Objection Deadline. Any Settlement Class Member who does not make objections in the manner and by the date set forth shall be deemed to have waived any objections and shall be forever barred from raising such objections, except upon personal appearance at the Final Approval Hearing.

19. All proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement Agreement.

20. In the event that the Settlement Agreement is terminated pursuant to its terms, disapproved by any court, or not consummated for any reason, or the Effective Date does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement Agreement and all preliminary findings regarding that certification shall be automatically vacated, and the action shall proceed as though the Settlement Class had never been certified pursuant to the Settlement Agreement.

21. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein.

22. The Parties are directed to carry out their obligations under the Settlement Agreement.

IT IS SO ORDERED.

Dated: 09/01/2026

Carolyn B. Kuhl / Judge

Honorable Carolyn B. Kuhl