

All individuals residing in the United States whose Private Information was impacted in the Data Incident affecting EFI on or around September 2024, including all those who received notice of the Data Incident.

Specifically 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 Super. Ct. Civ. R. 16(e), 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 it meets all the requirements of Rule 16(a) and the requirements of Rule 16(b). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class; (e) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation; and (f) the Class Representatives have retained experienced and competent counsel who will adequately represent the interests of the Settlement Class Members.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Andrew Hibbard and Jennifer Nelson will likely satisfy the requirements of Rule 16(a)(4) and should be appointed as the Class Representatives. Additionally, the Court

finds that Leigh S. Montgomery of the law firm Ellzey Kherkher Sanford Montgomery, LLP, and Brittany Resch of law firm Strauss Borrelli, PLLC will likely satisfy the requirements of Rule 16(a)(6) and should be appointed as Class Counsel pursuant to Rule 16(b).

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 by the Settlement, and all of the other factors required by Rule 16 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to RSA 491:7 (2025) and personal jurisdiction over the parties before it pursuant to. Additionally, venue is proper in this District pursuant to RSA 502-A:16 (2025).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on 8:30 am January 26, 2027, at the Superior Court for the State of New Hampshire, Merrimack County, 5 Court Street Concord, NH 0330 [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Super. Ct. Civ. R. 16(a) and (b); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Super. Ct. Civ. R. 16(j)(2); (c) this Litigation should be dismissed with prejudice pursuant to

the terms of the Settlement Agreement; (d) 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; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representatives for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and claims 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 as **Exhibits A, B, C, D and E** 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 Notice Program and 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 Litigation, 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, including Super. Ct. Civ. R. 16(e); and (e) meet the requirements of the Due Process Clause(s) of the United States and New Hampshire Constitutions. 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.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated post office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days after the Notice Deadline pursuant to ¶ 35 in the Settlement Agreement, and as stated in the Notice.

In the event that within ten (10) days after the Opt-Out Deadline, as approved by the Court, there have been more than one hundred (100) timely and valid Opt-Outs (exclusions) submitted, EFI may, by notifying Class Counsel and the Court in writing, void the Settlement Agreement. If EFI voids the Settlement Agreement, EFI will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and the Service Award to the Class Representative and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to EFI's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Deadline and as stated in the Notice. The Long Form Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court and to mail copies to Class Counsel and EFI's counsel. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such notices of an intent to object 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.

To be timely, written notice of an objection in the appropriate form must contain the case name and docket number *Andrew Hibbard and Jennifer Nelson v. Electronics Fo Imaging, Inc.*,

Case No. 217-2025-CV-00528 (Super. Ct. N.H.) (the “EFI Action”) and must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days after the Notice Deadline pursuant to ¶ 32 in the Settlement Agreement, and served concurrently therewith upon Class Counsel and EFI’s counsel, postmarked by the Objection Date, established by this Preliminary Approval Order and as stated in the Notice.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in § VI of the Settlement Agreement shall be the exclusive means for all challenges 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 Rules of the Supreme Court of the State of New Hampshire and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and EFI 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.

13. **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: (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 **and** after the opportunity for curing same has passed in accordance with paragraph 79 of the Settlement Agreement. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

14. **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 and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives 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 Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness 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.

16. **Stay of Litigation.** All proceedings in this Litigation, 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.

17. **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 Application for Attorney Fees, Costs, and Service Awards	At least fifteen (15) days before the Objection and Opt-Out Deadlines
Objection Deadline	Sixty (60) days after the Notice Deadline

Opt-Out Deadline	Sixty (60) days after the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline.
Motion for Final Approval	At least fifteen (15) days before the Final Approval Hearing
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

DONE AND ORDERED on this 24th day of August, 2026.



HONORABLE DANIEL I. ST. HILAIRE
SUPERIOR COURT JUSTICE

Clerk's Notice of Decision
Document Sent to Parties
on 08/25/2026