

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CIVIL ACTION NO. 26CV012339-910

JOHNSON *et al.*,
Plaintiffs,
v.

**FUJIFILM DIOSYNTH
BIOTECHNOLOGIES U.S.A., INC.,**
Defendant.

**ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

The Court, having considered Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement ("Motion for Preliminary Approval"), the supporting Memorandum, the Parties' Settlement Agreement, the proposed Short Form Notice, Long Form Notice, and Claim Form, and being otherwise fully advised in the premises, finds and orders as follows:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement is fully incorporated here by reference. The Parties have moved the Court for an order approving the settlement of the Litigation in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Litigation with prejudice. The definitions used in the Settlement Agreement are adopted in this Preliminary Approval Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over the claims at issue in this Litigation, Plaintiffs Grant Johnson, Ricardo Luevanos, and Erick Guillen (“Plaintiffs”), individually and on behalf of all others similarly situated, and Defendant Fujifilm Diosynth Biotechnologies U.S.A., Inc. (“Fujifilm” or “Defendant”) (collectively, the “Parties”).

3. Pursuant to North Carolina Rule of Civil Procedure 23 (“Civil Procedure Rule 23”), the Court finds that the Parties’ Settlement Agreement is fair, reasonable, and adequate and is within the range of possible approval, and was entered into after extensive, arm’s-length negotiations, such that it is hereby preliminary approved, and that notice of the settlement should be provided to the Settlement Class Members per the schedule set forth in the Settlement Agreement.

4. Pending the Final Fairness Hearing, all proceedings in the Litigation, other than proceedings necessary to carry out or enforce the terms and conditions of the settlement and this Preliminary Approval Order, are hereby stayed.

5. This Preliminary Approval Order shall be of no force or effect if a Final Approval 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 Fujifilm of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this 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 claim lacks merit or that the relief requested is inappropriate, improper,

unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

CLASS CERTIFICATION

6. For the purposes of settlement only, and pursuant to Civil Procedure Rule 23, the Court provisionally certifies the Settlement Class, defined as follows: “all individuals residing in the United States whose Private Information was impacted by the Data Incident affecting Fujifilm that Fujifilm discovered in approximately September 2025, including all those who received notice of the Data Incident.”

7. The Settlement Class specifically excludes all Settlement Class Members who timely and validly request exclusion from the Settlement Class.

8. The Court provisionally finds, pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, that, for purposes of this settlement only: (1) a class exists with shared issues of law or fact that predominate over individual issues; (2) the named representatives are adequate representatives that will fairly and adequately represent the class, have no conflict of interest with the class and have a genuine personal interest in the outcome of the case; (3) class members are so numerous to make joinder impractical; (4) adequate notice can be given to the class; and (5) a class action is superior to individual actions.

SETTLEMENT CLASS COUNSEL AND THE CLASS REPRESENTATIVES

9. For the purposes of settlement only, Plaintiffs are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class

members, and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.

10. For the purposes of settlement only, the Court finds that Aylstock, Witkin, Kreis & Overholtz, PLC, Strauss Borrelli PLLC, Mason & Perry LLP, and Kopelowitz Ostrow PA are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

NOTICE TO SETTLEMENT CLASS

11. The forms of the Short Form Notice, Long Form Notice, and Claim Form attached as **Exhibits A, B, and C**, respectively, to the Settlement Agreement (the “Notice”), are constitutionally adequate, and are hereby approved. The Notice contains all essential elements required to satisfy North Carolina requirements and Due Process. The Court further finds that the form, content, and method of providing notice to the Settlement Class, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the settlement, their rights under the settlement, including, but not limited to, their rights to object to or exclude themselves from the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members. The Parties, by agreement, may revise the Notice in ways that are appropriate to update the Notice for purposes of accuracy and clarity, and may adjust the layout of those notices for efficient electronic presentation and mailing.

12. The notice plan set forth in the Settlement Agreement satisfies Civil Procedure Rule 23, provides the best notice practicable under the circumstances and adequately notifies Settlement Class Members of their rights, and is hereby approved.

13. The Settlement Administrator is directed to carry out the notice plan as set forth in the Settlement Agreement.

14. Within thirty (30) days of entry of this Preliminary Approval Order, the Settlement Administrator will send the Short Notice via direct mail to the postal addresses provided by Fujifilm for the Settlement Class Members. Prior to or at the time of the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website, which will inform Settlement Class Members of the terms of the Settlement Agreement and contain copies of the Long Notice, Claim Form, this Preliminary Approval Order, the Settlement Agreement, and the operative complaint.

CLAIMS, OPT-OUTS, AND OBJECTIONS

15. The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, make a claim, or decide whether they would like to opt-out or object.

16. Settlement Class members will have ninety (90) days after the Notice Deadline to complete and submit a claim to the Settlement Administrator.

17. All Persons have the right and ability to exclude themselves from the Settlement Class. In order to validly be excluded from the Settlement, the Person

must send a letter to the Claims Administrator no later than ninety (90) days after the Notice Deadline clearly stating their intent to be excluded from the settlement. If the opt-out is untimely or otherwise fails to comply with any of the provisions in the Settlement Agreement, it shall not be considered a valid opt-out and the Person will be bound by the terms of the Settlement Agreement and Judgment entered thereon. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.

18. Settlement Class members who comply with the requirements of this paragraph may object to the settlement. A Settlement Class Member who seeks to object to the settlement must submit a timely written notice of their objection with the Clerk of the Court and served concurrently therewith upon Class Counsel, Jean Martin, Aylstock, Witkin, Kreis & Overholtz, PLC, 17 E. Main Street, Suite 200, Pensacola, FL 32502; Brittany Resch, Strauss Borrelli PLLC, 980 N Michigan Ave, Suite 1610, Chicago, IL 60611; Gary Mason, Mason & Perry LLP, 5335 Wisconsin Avenue, NW, Suite 640, Washington, DC 20015; and Ken Grunfeld, Kopelowitz Ostrow PA, 65 Overhill Road, Bala Cynwyd, PA 19004; and counsel for Fujifilm, David Saunders, McDermott Will & Schulte LLP, 444 West Lake Street, Suite 4000, Chicago, IL 60606. Such written notice must state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data

Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or their counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

19. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and served on Class Counsel and Fujifilm's Counsel no later than ninety (90) days after the Notice Deadline (the "Objection Deadline").

20. Either or both of Class Counsel and Defendant's Counsel may, but need not, respond to the objections, if any, by means of a memorandum of law served prior to the Final Fairness Hearing.

21. An objecting Settlement Class member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class member intends to appear at the Final Fairness Hearing, either with or without counsel, they must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Fujifilm's Counsel).

22. Any Settlement Class Member who fails to comply with the requirements for objecting herein and in the Settlement Agreement shall waive and forfeit any and all rights they may have to appear separately and/or 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 this Litigation. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving the Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the North Carolina Rules of Appellate Procedure and not through a collateral attack.

ADMINISTRATION OF THE SETTLEMENT

23. Class Counsel and Fujifilm have created a process for assessing the validity of claims and a payment methodology to Settlement Class Members who submit Valid Claims. The Court hereby preliminarily approves the settlement benefits to the settlement Class, and the plan for distributing settlement benefits as described in the Settlement Agreement.

24. The Court appoints Simpluris, Inc. as the Settlement Administrator.

25. The Court directs the Settlement Administrator to effectuate the distribution of settlement benefits according to the terms of the Settlement Agreement should the settlement be finally approved.

26. Settlement Class Members who qualify for Settlement benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

27. If Final Judgment is entered, all Settlement Class members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice shall be forever barred from receiving any settlement benefit and will in all other respects be subject to and bound by the provisions of the Settlement Agreement, including the Releases contained therein, and the Judgment.

28. Prior to the Final Fairness Hearing, Class Counsel and Fujifilm shall cause to be filed with the Court an appropriate affidavit or declaration regarding compliance with the provisions of the Settlement Agreement relating to the notice program.

FINAL FAIRNESS HEARING

29. A Final Fairness Hearing shall be held not less than 120 days following the entry of this Preliminary Approval Order, *to wit*, on December 11, 2026, at 2:30pm, at the North Carolina Superior Court of Wake County Courthouse located at 316 Fayetteville St. Mall, Raleigh, North Carolina, to be noticed on the Settlement Website.

30. The Court may require or allow the Parties and any objectors to appear at the Final Fairness Hearing by telephone or videoconference.

31. At the Final Fairness Hearing, the Court will determine whether: (1) this Litigation should be finally certified as a class action for settlement purposes pursuant to Civil Procedure Rule 23; (2) the settlement should be finally approved as fair, reasonable, and adequate; (3) Class Counsel's application for attorneys' fees, costs, and expenses should be approved; (4) the Class Representatives' request for a

service award should be approved; (5) the Parties, their respective attorneys, and the Settlement Administrator should consummate the settlement in accordance with the terms of the Settlement Agreement; (6) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; and (7) the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement.

32. Plaintiffs' application for attorneys' fees, costs, expenses, and service awards and all supporting papers shall be filed with the Court no later than forty-five (45) days prior to the Final Fairness Hearing.

33. Plaintiffs' Motion for Final Fairness of the Class Action Settlement and all supporting papers shall be filed with the Court no later than forty-five (45) days prior to the Final Fairness Hearing.

RELEASE

34. Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum

(other than participating in the settlement as provided herein) in which any of the Released Claims is asserted.

TERMINATION

35. In the event that the Effective Date does not occur, class certification shall be automatically vacated and this Preliminary Approval Order, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

SUMMARY OF DEADLINES

36. The preliminarily approved Settlement shall be administered according to its terms pending the Final Fairness Hearing. Deadlines arising under the settlement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
Notice Deadline	30 days after the Preliminary Approval Order
Opt-Out and Objection Deadline	90 days after the Notice Deadline
Deadline for Class members to Submit Claim Forms	90 days after the Notice Deadline
Deadline for Plaintiffs to File Motion for Final Fairness of Class Action Settlement and Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representatives	45 days prior to the initially scheduled Final Approval Hearing

Final Fairness Hearing	On December 11, 2026, at 2:30pm, (at least 120 days after the Preliminary Approval Order)

37. Upon application of the Parties and good cause shown, the deadlines set forth in this Preliminary Approval Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further detail regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Fairness Hearing, and/or to extend the deadlines set forth in this Preliminary Approval Order, without further notice of any kind to the Settlement Class.

8/13/2026 12:42:25 PM

ORDERED 8/13/2026

Hon. Superior Court Judge Presiding

Hoyt G. Tessener