

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Andrew Hibbard and Jennifer Nelson (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members (as defined *infra*), and Electronics for Imaging, Inc. (“EFI” or “Defendant”) (together, the “Parties”), in the action *Hibbard, Nelson v. Electronics for Imaging, Inc.* (Case No. 217-2025-CV-00528) filed on or about July 23, 2025, in Merrimack Superior Court, New Hampshire (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 July 23, 2025, Plaintiff Hibbard filed a class action complaint against Defendant in the Merrimack Superior Court, New Hampshire titled *Hibbard v. Electronics for Imaging, Inc.*, Case No. 217-2025-CV-00528, related to a cybersecurity incident that began on or around September 17, 2024 (the “Data Incident”) affecting Defendant. Plaintiff Hibbard brought the following claims: (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; and (4) unjust enrichment.

2. On August 12, 2025, Plaintiff Nelson filed a related class action complaint against Defendant in the United States District Court for the District of New Hampshire for claims arising out of the Data Incident. Plaintiff Nelson brought the following claims: (1) negligence; (2) negligence per se; (3) breach of implied contract; (4) unjust enrichment; (5) invasion of privacy; and (6) breach of fiduciary duty.

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 potentially impacted. 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. For several weeks, the Parties engaged in arms’-length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. Throughout the entire process, the Parties agreed to not negotiate attorney fees or service awards until the class benefits of the settlement were finalized. After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on all the core terms of the Settlement on February 11, 2026.

5. On February 12, 2026, Plaintiff Nelson voluntarily dismissed without prejudice the putative class action filed against Defendant in the District of New Hampshire. On April 2, 2026, Plaintiff Hibbard filed an amended complaint adding Plaintiff Nelson. Plaintiffs Hibbard and Nelson brought the following claims: (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; and (4) unjust enrichment.

6. Thereafter, the Parties continued to negotiate the finer terms of the Settlement memorialized in this agreement.

7. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiffs 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 Plaintiffs 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 or that could have been 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. “**Aggregate Cap**” means three-hundred thousand dollars (\$300,000) which is the maximum amount that Defendant will pay for monetary benefits to Settlement Class Members as described in Section III, exclusive of Credit Monitoring Services, Service Awards, Notice and Administrative Expenses, and Fee Award and Costs.

11. “**Alternative Cash Payment**” means the cash payment that Settlement Members can claim as set forth in Section III.

12. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s Fee Award and Costs, and for Service Award for the Class Representatives.

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

14. “**Claim Form**” means the form(s) participating 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.

15. “**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.

16. “**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.

17. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 58.

18. “**Court**” means the Merrimack Superior Court, New Hampshire.

19. “**Credit Monitoring Services**” means the credit monitoring services described in Paragraph 54, which includes three (3) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

20. “**Data Incident**” means the cybersecurity incident that impacted Defendant on or around September 17, 2024.

21. “**Defendant’s Counsel**” means Edward J. Finn of Mullen Coughlin LLC and Matthew V. Burrows of Gallagher, Callahan & Gartrell, P.C.

22. “**Effective Date**” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section XII.

23. “**Extraordinary Out-of-Pocket Losses**” means documented, unreimbursed out-of-pocket monetary costs for up to \$5,000.00 that a Settlement Class Member actually incurred between September 17, 2024 and the Claims Deadline as a result of the Data Incident that is

associated with fraud or identity theft and is not already covered as an Ordinary Out-Of-Pocket Loss.

24. **“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.

25. **“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 Awards to the Class Representatives, to be held at least 120 days after entry of the Preliminary Approval Order.

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

27. **“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.

28. **“Motion for Final Approval”** means the motion that Plaintiffs and Settlement Class Counsel shall file with the Court seeking Final Approval of the Settlement.

29. **“Notice” or “Notice Program”** means direct and media 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 - mail” (**Exhibit A**), the “Long Form Notice” (**Exhibit B**)), “Claim Form” (**Exhibit C**), “Short Form Notice – email” (**Exhibit D**), and the “Banner Ads” (**Exhibit E**), 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.

30. **“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.



31. **“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.

32. **“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 shall be set as a date sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

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

34. **“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.

35. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may file a Request for Exclusion, which shall be set as a date sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

36. **“Ordinary Out-of-Pocket Losses”** means documented out-of-pocket monetary costs for up to \$300.00 that a Settlement Class Member actually incurred as a result of the Data Incident between September 17, 2024 and the Claims Deadline, including, without limitation and by way of example, the following: 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.

37. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion before the Opt-Out Deadline, as set forth in Section VI.

38. **“Personal Information”** includes, but is not limited to, first, middle, and last names; addresses; phone numbers; dates of birth; photo identification and/or driver’s licenses; and

Social Security 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.

39. “**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 New Hampshire 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 F**.

40. “**Released Claims**” means any and all past, present and future 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 Plaintiffs or any members of the Settlement Class ever had, now has, or hereinafter may have, 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.

41. “**Released Parties**” means EFI, EFI’s past or present parents, subsidiaries, divisions, departments, and related or affiliated entities, and each and every of these entities’ respective predecessors, successors, assigns, owners, Trustees, and the present and former directors, 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 EFI’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.”

42. “**Releasing Parties**” and a “**Releasing Party**” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating 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.

43. “**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.

44. “**Service Awards**” 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 XII.

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

46. “**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.

47. “**Settlement Class**” is defined as “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.” 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. Defendant represents there are approximately 5,528 people in the Settlement Class.

48. “**Settlement Class Counsel**” means Brittany Resch of Strauss Borrelli PLLC and Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP.

49. “**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.

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

51. “**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 Participating Settlement Class Member pursuant to the claims process set forth in Section IV.

52. “**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.

53. “**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**

54. **Credit Monitoring Services.** All Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services through CyEx Identity Defense Complete which will include three (3) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features. The costs of Credit Monitoring Services shall be paid by Defendant separate and apart from the Aggregate Cap.

55. **Monetary Benefits.** Defendant shall pay for the following monetary benefits subject to the Aggregate Cap. If total Approved Claims under this Paragraph exceed \$300,000.00, such Approved Claims shall be reduced on a *pro rata* basis to stay within the cap.

- a. **Compensation for Extraordinary Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to \$5,000.00 per person for Extraordinary Out-of-Pocket losses caused by the Data Incident from September 17, 2024 until the Claims Deadline.
  - . 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.
  - . 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.
  - . To be valid, Settlement Class Members must have made reasonable efforts to avoid, mitigate, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. The expenses

sought to be reimbursed must not have been reimbursed by a third party.

- . If a Settlement Class Member submits a claim for Extraordinary 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. **Compensation for Ordinary Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to \$300.00 per person for Ordinary Out-of-Pocket Losses.

- . 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.
- . 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.
- . If a Settlement Class Member submits a claim for Ordinary 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.

c. **Compensation for Lost Time.** Settlement Class Member can claim up to four (4) hours at a rate of \$25.00 per hour (max of \$100.00) for time spent responding to the Data Incident. However, compensation for lost time is subject to the \$300.00 cap on Ordinary Out-of-Pocket Losses. Settlement Class Members do not need to provide any third-party documentation to obtain this benefit.

d. **Alternative Cash Payment.** In the alternative to claims for Extraordinary Out-of-Pocket Losses, Ordinary Out-of-Pocket Losses, and Lost Time, Settlement Class Members may submit a claim for a \$75.00 Alternative Cash Payment. Participating 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.

56. **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. To the extent the Court requires this declaration be filed, it shall be filed under seal. The declaration is provided solely for purposes of this Settlement and shall not constitute an admission or be admissible in any other proceeding.

#### **IV. CLAIMS PROCESS AND PAYMENTS**

57. **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.

58. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Extraordinary Out-of-Pocket Losses, Ordinary 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 verify that the Settlement Class Member has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for Extraordinary Out-of-Pocket Losses and Ordinary Out-of-Pocket Losses as described above.
- d. The Settlement Administrator will determine to what extent documentation for Extraordinary Out-of-Pocket Losses and Ordinary Out-of-Pocket Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. In determining whether claimed Extraordinary Out-of-Pocket Losses and Ordinary 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.

- f. 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.
- g. 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.
- h. To the extent the Settlement Administrator determines that a timely claim Extraordinary Out-of-Pocket Losses, Ordinary 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.
- i. 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.

**59. 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 Extraordinary Out-of-Pocket Losses, Ordinary Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of sixty (60) days of receiving this accounting or forty-five (45) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims

for Extraordinary Out-of-Pocket Losses, Ordinary 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 Extraordinary Out-of-Pocket Losses, Ordinary 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 Participating 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.

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

61. **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.

62. **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.

63. **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. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

64. **Deceased Settlement Class Members.** If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the estate of the Settlement Class Member upon receiving proof the Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendant's Counsel.

## **V. NOTICE PROGRAM**

65. **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.

66. **Form of Notice.** The Short Form Notice shall be disseminated to Settlement Class Members on the Settlement Class List via email where an email address is available, through First Class U.S. mail to Settlement Class Members where only a mailing address is available, and by Banner Ads. The Banner Ads (**Exhibit E**) will be displayed across websites targeted to Settlement Class Members by the Notice Deadline. 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 Short Form Notice emailed to Settlement Class Members will be in a form substantially similar to that attached here to **Exhibit D**. The Settlement Administrator shall have discretion to format the Banner Ads and Short Form Notices in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed or displayed, 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 Short Form Notice if an updated mailing address is identified.

67. **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.

68. **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 and Application for Attorney Fees, Costs, and Service Awards, 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.

69. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements Benefits in Section III.

## **VI. OPT-OUTS AND OBJECTIONS**

70. **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 Action, 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 Participating 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.

71. **The Objection Procedure.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Application for Attorney Fees, Costs, and Service Awards by filing written objections with the Court no later than the Objection Deadline. 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 also 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 does not file a timely and adequate objection in accordance with this paragraph waives 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 this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon. 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**

72. **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**

73. **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 Plaintiffs as the representatives for the Settlement Class.

74. **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 F**.

75. **Final Approval.** Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, incorporating the previously filed application for Attorney Fees, Costs and Service Awards, no later than fifteen (15) days before the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards. 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 Awards, provided the objector(s) submitted timely objections that meet all the requirements of paragraph 71. 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.

76. **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, Plaintiffs, and/or Defendant.

## **IX. MODIFICATION AND TERMINATION**

77. **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.

78. **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.

79. **Termination.** 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**

80. **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.

81. **Unknown Claims.** The 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, each-Releasing Party 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. The Releasing Parties 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 Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

82. Each Releasing Party 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.

83. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating 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.

## **XI. NO ADMISSION OF LIABILITY**

84. **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.

85. **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 Plaintiffs 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.

## **XII. SERVICE AWARDS AND ATTORNEY FEES**

86. **Service Awards.** No later than fifteen (15) days before the Objection and Opt-Out Deadlines, 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 Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00) per representative. If more than \$2,500.00 per Plaintiff 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 Awards, the Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Service Awards 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 Awards. Defendant's obligations with respect to the Court-approved Service Awards 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 Awards. 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 Awards. This amount was negotiated after the benefits to the Settlement Class were negotiated.

87. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, 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.

88. **Attorney Fees and Costs and Expenses.** No later than fifteen (15) days before the Objection and Opt-Out Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs to be paid by Defendant in an amount which shall not exceed One Hundred and Sixty-Five Thousand Dollars (\$165,000.00). If more than \$165,000.00 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 Class were negotiated.

89. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Costs are 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 or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

### **XIII. EFFECTIVE DATE**

90. **Effective Date.** The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred:

- a. This Settlement Agreement has been fully executed by all Settling Parties and their counsel;
- b. the Court has entered the Preliminary Approval Order as required by Section XII, without material change;
- c. The Court-approved Short Form Notice has been disseminated to the Settlement Class and the Settlement Website has been duly created and maintained as ordered by the Court;
- d. Neither Party has exercised its option to terminate the Settlement Agreement pursuant to Paragraph 79;
- e. The Court has entered the Final Approval Order and judgment granting final approval to the Settlement as set forth herein; and
- f. The Final Approval Order is entered and there are no objections to the Settlement, or if there are objections, the later of: (a) 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 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

91. **If Effective Date Fails to Occur.** If all conditions specified in Paragraph 90 are not satisfied, the Settlement Agreement may be canceled and terminated as set forth in Section IX.

#### **XIV. MISCELLANEOUS**

92. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representatives' or Participating 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.

93. **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.

94. **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.

95. **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.

96. **Other Litigation.** Plaintiffs 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.

97. **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.

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

99. **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.

100. **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.

101. **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.

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

103. **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.

104. **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.

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

106. **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.

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

Brittany Resch  
**STRAUSS BORRELLI PLLC**  
980 N Michigan Ave, Suite 1610  
Chicago, IL 60611  
bresch@straussborrelli.com

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

Edward Finn  
**MULLEN COUGHLIN LLC**  
426 W. Lancaster Avenue, Suite 200  
Devon, PA 19333  
efinn@mullen.law

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

108. **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.

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

110. **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.

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

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

113. **Severability.** Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Approving Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

114. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

| <b>Event</b>                                                                              | <b>Deadline</b>                                                                                 |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>Defendant provides the Settlement Class List to the Claims Administrator</b>           | Within fifteen (15) days of the entry of the Preliminary Approval Order                         |
| <b>Notice Deadline</b>                                                                    | Thirty (30) days after entry of the Preliminary Approval Order                                  |
| <b>Plaintiffs shall file the Application for Attorney Fees, Costs, and Service Awards</b> | At least fifteen (15) days before the Objection and Opt-Out Deadlines                           |
| <b>Objection Deadline</b>                                                                 | Sixty (60) days after the Notice Deadline                                                       |
| <b>Opt-Out Deadline</b>                                                                   | Sixty (60) days after the Notice Deadline                                                       |
| <b>Claims Deadline</b>                                                                    | Ninety (90) days after the Notice Deadline.                                                     |
| <b>Motion for Final Approval</b>                                                          | At least fifteen (15) days before the Final Approval Hearing                                    |
| <b>Final Approval Hearing</b>                                                             | No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order |

XV. **SIGNATURES**

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

*ANDREW HIBBARD*

By: Andrew Hibbard  
Andrew Hibbard (Jul 13, 2026 16:41:53 EDT)

Date: 07/20/26

*JENNIFER NELSON*

By: \_\_\_\_\_

Date: \_\_\_\_\_

*ELECTRONICS FOR IMAGING, INC.*

Signed by:  
By: Anna Lee  
F34604FB0DC7415...

Date: 7/21/2026

**Approved as to form by:**

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_  
Brittany Resch of Strauss Borrelli PLLC

Date: \_\_\_\_\_

By: [Signature]  
Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP

Date: 07/13/26

*Counsel for Defendant*

By: [Signature]  
Edward J. Finn of Mullen Coughlin LLC

Date: 07/21/2026

XV. **SIGNATURES**

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

*ANDREW HIBBARD*

By: \_\_\_\_\_

Date: \_\_\_\_\_

*JENNIFER NELSON*

By:  \_\_\_\_\_

Date: 07 / 09 / 2026

*ELECTRONICS FOR IMAGING, INC.*

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form by:**

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_  
Brittany Resch of Strauss Borrelli PLLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP

Date: \_\_\_\_\_

*Counsel for Defendant*

By: \_\_\_\_\_

Date: \_\_\_\_\_

XV. **SIGNATURES**

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

*ANDREW HIBBARD*

By: \_\_\_\_\_

Date: \_\_\_\_\_

*JENNIFER NELSON*

By: \_\_\_\_\_

Date: \_\_\_\_\_

*ELECTRONICS FOR IMAGING, INC.*

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form by:**

*Counsel for Plaintiffs and the Settlement Class*

*Brittany Resch*

By: \_\_\_\_\_

Date: 07 / 09 / 2026

Brittany Resch of Strauss Borrelli PLLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP

*Counsel for Defendant*

By: \_\_\_\_\_

Date: \_\_\_\_\_



# — EXHIBIT A —

E Docusign Envelope ID: 10CBB8E0-0D50-820B-83A8-21C244753425

c/o Settlement Administrator

P.O. Box \_\_\_\_\_

Santa Ana, CA 92799-9958

First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_\_\_\_

***Hibbard, Nelson v.***

***Electronics for Imaging, Inc.***

Case No. 217-2025-CV-00528

**IF YOUR PRIVATE INFORMATION WAS  
IMPACTED IN THE SEPTEMBER 2024  
ELECTRONICS FOR IMAGING, INC., 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.*

Login ID: «ClaimLoginID»

PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»

This notice is only a summary. Visit  
www.«SettlementWebsite».com  
Or scan this QR code for  
complete information.



reached with Electronics for Imaging, Inc. ("EFI") in a class action lawsuit ("Settlement"). The case is about the September 2024 cyberattack on EFI's computers (the "Data Incident"). Files containing private information were accessed. EFI 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 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."

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

**What are the Settlement benefits?** You can claim three years of **Credit Monitoring Services** and one or more **cash payment** options.

If you have documented losses you can get back up to **\$300** for Ordinary Out-of-Pocket Losses and up to **\$5,000** for Extraordinary Out-of-Pocket Losses. If you spent time responding to the Data Incident, you can get back \$25/hour for up to four hours (up to **\$100**).

*Instead of any other cash payment option, you can get a one-time **\$75** payment.*

Full details and instructions are available online.



www.[**SettlementWebsite**].com

? 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 **1-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 EFI 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 \$165,000, and \$2,500 for each of the Plaintiffs. 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.**



**SIMID:**      **CaseID:**  
«SIMID»      [CaseID]

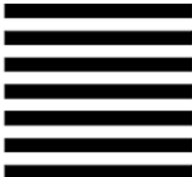


**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



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



*Only one Claim Form per Class Member.*

Login ID: «ClaimLoginID»  
PIN: «ClaimLoginPIN»

To claim cash payments for Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **XXX-XXX-XXXX**.

☐ Check this box to enroll in three years of **Credit Monitoring Services**.

Please **PRINT** your email address below (required):

[illegible]☐ Check this box to claim **Compensation for Lost Time.**

I spent (select only **one**): ☐ 1 hour (\$25) ☐ 2 hours (\$50) ☐ 3 hours (\$75) ☐ 4 hours (\$100)

**OR**

☐ Check this box to claim a one-time \$75.00 **Alternative Cash Payment.**

How would you like to be paid:

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

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

[illegible]

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

**SIMID:** «SIMID»      **CaselD:** [CaselD]

# — EXHIBIT B —

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Hibbard, Nelson v. Electronics for Imaging, Inc.*

Case No. 217-2025-CV-00528

Superior Court of Merrimack County, New Hampshire

**IF YOUR PRIVATE INFORMATION WAS IMPACTED IN THE  
SEPTEMBER 2024 ELECTRONICS FOR IMAGING, INC., 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 Electronics for Imaging, Inc. (“EFI” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on EFI's computer systems that occurred in September 2024 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as first, middle, and last names; addresses; phone numbers; dates of birth; photo identification and/or driver’s licenses; and Social Security numbers.
- The lawsuit is called *Hibbard, Nelson v. Electronics for Imaging, Inc.*, Case No. 217-2025-CV-00528. It is pending in the Superior Court of Merrimack County, New Hampshire (the “Litigation”).
- EFI 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.
- EFI'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 EFI.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | DEADLINE                 |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>SUBMIT A CLAIM</b>                                       | <p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. 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.</p> | <u>          </u> , 2026 |
| <b>OPT OUT OF THE SETTLEMENT</b>                            | You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.                                                                                                                                                                                                  | <u>          </u> , 2026 |
| <b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>     | 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 |
| <b>DO NOTHING</b>                                           | Unless you opt out of 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 related to the legal 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 ..... | 6  |
| THE LAWYERS REPRESENTING YOU .....                    | 7  |
| EXCLUDING YOURSELF FROM THE SETTLEMENT .....          | 7  |
| COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....     | 8  |
| THE COURT’S FINAL APPROVAL HEARING .....              | 9  |
| IF I DO NOTHING .....                                 | 9  |
| GETTING MORE INFORMATION .....                        | 10 |

## Basic Information

### 1. Why was this Notice issued?

The Superior Court of Merrimack County, New Hampshire, 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 *Hibbard, Nelson v. Electronics for Imaging, Inc.*, Case No. 217-2025-CV-00528. It is pending in the Superior Court of Merrimack County, New Hampshire. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Electronics for Imaging, Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the September 2024 targeted cyberattack on EFI's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as first, middle, and last names; addresses; phone numbers; dates of birth; photo identification and/or driver’s licenses; and Social Security 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 Andrew Hibbard and Jennifer Nelson. 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 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.”

### 6. Are there exceptions to being included?

Yes. Excluded from the 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.

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: 1-XXX-XXX-XXXX
- By mail: EFI 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 Settlement Class Members may claim **Credit Monitoring Services** and one or more of the **cash payment** options. The benefits are explained in more detail below.

**CREDIT MONITORING SERVICES.** All Class Members are eligible to enroll in three years of CyEx Identity Defense Complete. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

#### **CASH BENEFIT OPTIONS**

**Compensation for Ordinary Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$300.00**. The losses must have occurred between September 17, 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

- 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 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.

**Compensation for Extraordinary Out-of-Pocket Losses.** If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

- the theft or fraud was caused by the Data Incident
- the losses are not already covered by Ordinary Out-of-Pocket Losses
- you tried to prevent the loss or get your money back, such as by using insurance you already have
- the losses have not been reimbursed from another source.

The losses must have occurred between September 17, 2024, and [Claims Deadline].

You need to send proof, like 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.

**Compensation for Lost Time.** Class Members who spent time responding to the Data Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You do not have to provide a description of how you spent this time.

**Alternative Cash Payment.** *Instead of any other cash benefit*, you may claim a one-time cash payment. This payment is expected to be **\$75.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$300,000.00 on these cash benefits. This means that if the total value of cash benefits claimed is over \$300,000.00, everyone's payments will be reduced so that they add up to \$300,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

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](mailto:info@[SettlementWebsite].com)

- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: EFI 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 EFI 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](http://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](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

EFI 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, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto: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 Brittany Resch of Strauss Borrelli PLLC and Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery LLP, 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 \$165,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by EFI.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by EFI.

### 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 EFI 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: *Hibbard, Nelson v. Electronics for Imaging, Inc.*, Case No. 217-2025-CV-00528, pending in the Superior Court of Merrimack County, New Hampshire;
- (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:

EFI 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: *Hibbard, Nelson v. Electronics for Imaging, Inc.*, Case No. 217-2025-CV-00528, pending in the Superior Court of Merrimack County, New Hampshire;
- (2) your full name and current mailing address;
- (3) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) the identity of any attorneys representing the objector;
- (5) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- (6) 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);
- (7) your signature and 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 Defendants.

| Clerk of the Court                    | Settlement Administrator                                                                        |
|---------------------------------------|-------------------------------------------------------------------------------------------------|
| Clerk of the Court<br>[Court Address] | EFI Data Incident Settlement<br>ATTN: Objections<br>[PO Box Number]<br>Santa Ana, CA 92799-9958 |

| Class Counsel                                                                                            | Counsel for Defendants                                                                             |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Brittany Resch<br><b>STRAUSS BORRELLI PLLC</b><br>980 N Michigan Avenue, Suite 1610<br>Chicago, IL 60611 | Edward Finn<br><b>MULLEN COUGHLIN LLC</b><br>426 W. Lancaster Avenue, Suite 200<br>Devon, PA 19333 |

## 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 on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Superior Court of Merrimack County, New Hampshire, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, 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 and location (from in-person to virtual) 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 a benefit 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**.

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

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: **1-XXX-XXX-XXXX**
- By mail: EFI 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 OF MERRIMACK COUNTY, NEW HAMPSHIRE

*Hibbard, Nelson v. Electronics for Imaging, Inc.*

Case No. 217-2025-CV-00528

EFI 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 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."

**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.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

➡ **Claims must be received by [Claims Deadline].** ⬅

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator  
EFI 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.**

## GENERAL INFORMATION

- Complete information about the proposed Settlement is available at ww.[SettlementWebsite].com.
- 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 Settlement Class Members may claim **Credit Monitoring Services** and one or more **cash payment** options. The benefits are explained in more detail below.

**CREDIT MONITORING SERVICES.** All Class Members are eligible to enroll in three years of CyEx Identity Defense Complete. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

## CASH BENEFIT OPTIONS

**Compensation for Ordinary Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$300.00**. The losses must have occurred between September 17, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- 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 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.

**Compensation for Extraordinary Out-of-Pocket Losses.** If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

- The theft or fraud was caused by the Data Incident
- the losses are not already covered by Ordinary Out-of-Pocket Losses
- the losses have not been reimbursed from another source
- you tried to prevent this loss or get the money back, such as by using insurance you already have.

The losses must have occurred between September 17, 2024, and [Claims Deadline].

You need to send proof, like 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.

**Compensation for Lost Time.** Class Members who spent time responding to the Data Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You do not have to provide a description of how you spent this time.

**Alternative Cash Payment.** *Instead of any other cash benefit*, you may claim a one-time cash payment. This payment is expected to be **\$75.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$300,000.00 on these cash benefits. This means that if the total value of cash benefits claimed is over \$300,000.00, everyone's payments will be reduced so that they add up to \$300,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

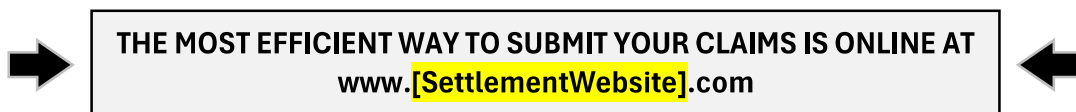
If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

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  
EFI 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



If you 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 Settlement Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Settlement 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**

|  |  |  |  |
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|  |  |  |  |
|--|--|--|--|

**Login ID (if known)**

[illegible]

## II. CREDIT MONITORING SERVICES

- ☐ Check this box if you would like to enroll in three years of Credit Monitoring Services from CyEx Identity Defense Complete.

## III. COMPENSATION FOR ORDINARY OUT-OF-POCKET LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$300.00.

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

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

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. COMPENSATION FOR EXTRAORDINARY OUT-OF-POCKET LOSSES

- ☐ Check this box if you would like to claim reimbursement for unreimbursed, documented losses due to identity theft or fraud caused by the Data Incident. You can get back up to \$5,000.00.

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

| <b>Description of Documentation Provided</b> | <b>Amount</b> |
|----------------------------------------------|---------------|
| <i>Example: Unauthorized bank transfer</i>   | <i>\$500</i>  |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
| <b>TOTAL CLAIMED:</b>                        |               |

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.

## V. COMPENSATION FOR LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to four) you spent.

I spent (select only **one**): ☐ 1 hour (\$25.00) ☐ 2 hours (\$50.00) ☐ 3 hours (\$75.00)  
☐ 4 hours (\$100.00)

If you claim Ordinary Out-of-Pocket Losses (Section III, above), the combined total is capped at \$300.00

## VI. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time \$75.00 cash payment.

**DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III, IV, OR V.**



## VII. PAYMENT SELECTION

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

 **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

[illegible]

 **VENMO**

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

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**ZELLE**

Email address associated with your PayPal 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:

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☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

[illegible]

## PHYSICAL CHECK

Payment will be mailed to the address provided in Section 1.

## VIII. 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

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Please print or type your name on the line above.

# — EXHIBIT D —

**TO:** «Email Address»  
**FROM:** “EFI Data Incident Settlement” «info@[SettlementWebsite].com»  
**SUBJECT:** EFI Data Incident Settlement – You are Eligible to File a Claim

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**LEGAL NOTICE**

*Hibbard, Nelson v. Electronics for Imaging, Inc.*  
Case No. 217-2025-CV-00528  
Superior Court of Merrimack County, New Hampshire

**IF YOUR PRIVATE INFORMATION WAS IMPACTED IN THE SEPTEMBER 2024 ELECTRONICS FOR IMAGING, INC., DATA INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO 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.*

Dear «First» «Last»:

A Settlement has been reached with Electronics for Imaging, Inc. (“EFI”) in a class action lawsuit about the September 2024 cyberattack on EFI’s computers (the “Data Incident”). Files containing private information were accessed.

EFI denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.SettlementWebsite.com).

**Who is included in the Settlement?** The Court has defined the class as: “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.”

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

**What are the Settlement benefits?** You can claim three years of **Credit Monitoring Services** and one or more **cash payment** options.

If you have documented losses you can get back up to **\$300** for Ordinary Out-of-Pocket Losses and up to **\$5,000** for Extraordinary Out-of-Pocket Losses. If you spent time responding to the Data Incident, you can get back \$25/hour for up to four hours (up to **\$100**).

*Instead of any other cash payment option, you can get a one-time **\$75** payment.*

**How do I receive a benefit?** Visit [www.\[SettlementWebsite\].com](http://www.SettlementWebsite.com) to submit your claim.

To receive a paper copy and submit by US Mail, call XXX-XXX-XXXX, or email your request to info@[SettlementWebsite].com. Claims must be submitted online, mailed, or emailed by [Claims Deadline].

**What if I don't want to participate in the Settlement?** If you do not want to be legally bound by the Settlement, you must exclude yourself by [Opt-Out Deadline] or you will not be able to sue EFI 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 on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

**When will the Court decide whether to 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 \$165,000.00, and \$2,500.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-XXX-XXX-XXXX or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**LoginID:** «ClaimLoginID»  
**PIN:** «ClaimLoginPIN»

**SIMID:** «SIMID»  
**CaseID:** [CaseID]

# — EXHIBIT E —

**simpluris**

The image displays two side-by-side mockups of social media advertisements. The left mockup is for Facebook, featuring a blue header with the text 'Meta (Facebook and Instagram) Ads'. The ad content includes a blue header with the text 'Class Action Settlement' and 'Sponsored', followed by a paragraph explaining the settlement, a 'Learn more at:' link to '[SettlementWebsite].com', and a large red banner with the text 'LEGAL NOTICE' and 'Hibbard v. Electronics for Imaging, Inc.' The right mockup is for Instagram, featuring a white header with the text 'Instagram' and 'Class Action Settlement Sponsored', followed by the same paragraph, 'Learn more at:' link, and the same red banner. Both ads include a large red banner with the text 'LEGAL NOTICE' and 'Hibbard v. Electronics for Imaging, Inc.' and a large red banner with the text 'EFI Data Incident Class Action Settlement' and 'Case No. 217-2025-CV-00528'.

Page 1 of 2

# Online Notice Ad Mockups

Created for *Hibbard v. Electronics for Imaging, Inc.*

Animated GIF Website Banner Ads

FRAME 1

CLASS ACTION NOTICE – Electronics for Imaging, Inc., Data Incident

If your private information was compromised in the September 2024 Electronics for Imaging, Inc., data incident,

FRAME 2

CLASS ACTION NOTICE – Electronics for Imaging, Inc., Data Incident

a proposed class action settlement may affect your rights, and entitle you to a cash payment.

FRAME 3

CLASS ACTION NOTICE – Electronics for Imaging, Inc., Data Incident

Learn more at: [\[SettlementWebsite\].com](#)

728x90 px

FRAME 1

CLASS ACTION NOTICE

If your private information was compromised in the September 2024 Electronics for Imaging, Inc., data incident,

FRAME 2

CLASS ACTION NOTICE

a proposed class action settlement may affect your rights, and entitle you to a cash payment.

FRAME 3

CLASS ACTION NOTICE

[\[SettlementWebsite\].com](#)

300x250 px

Static Website Banner Ads

CLASS ACTION NOTICE

If your private information was compromised in the September 2024 Electronics for Imaging, Inc., data incident, a proposed class action settlement may affect your rights, and entitle you to a cash payment.

[Learn More](#)

[\[SettlementWebsite\].com](#)

CLASS ACTION NOTICE

If your private information was compromised in the September 2024 Electronics for Imaging, Inc., data incident, a proposed class action settlement may affect your rights, and entitle you to a cash payment.

[Learn More](#)

[\[SettlementWebsite\].com](#)

300x600 px

160x600 px

Google Search Ad

Ad • [www.\[SettlementWebsite\].com](#)

Electronics for Imaging, Inc. | Class Action Settlement | Court Authorized Notice

If your private information was compromised in the September 2024 Electronics for Imaging data incident, you may be entitled to cash payment from a class action settlement.

Note: Google Search has strict per-segment character limits.

# — EXHIBIT F —



THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT  
C.A. NO.: 217-2025-CV-00528

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|                                           |   |
|-------------------------------------------|---|
| ANDREW HIBBARD and JENNIFER               | § |
| NELSON, individually and on behalf of all | § |
| others similarly situated,                | § |
|                                           | § |
| <i>Plaintiffs,</i>                        | § |
|                                           | § |
| v.                                        | § |
|                                           | § |
| ELECTRONICS FOR IMAGING, INC.,            | § |
|                                           | § |
| <i>Defendant.</i>                         | § |

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**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Before the Court are Andrew Hibbard and Jennifer Nelson’s (collectively “Plaintiffs”) Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Electronics For Imaging, Inc. (“EFI,” and, together with Plaintiffs, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs’ Memorandum of Law in Support of their Motion (the “Settlement Agreement”).<sup>1</sup>

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

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<sup>1</sup> All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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 \_\_\_\_\_, 202\_\_\_\_\_, at the Superior Court for the State of New Hampshire, Merrimack County, [INSERT ADDRESS] [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                                                                |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Defendant provides the Settlement Class List to the Claims Administrator</b>           | Within fifteen (15) days of the entry of the Preliminary Approval Order |
| <b>Notice Deadline</b>                                                                    | Thirty (30) days after entry of the Preliminary Approval Order          |
| <b>Plaintiffs shall file the Application for Attorney Fees, Costs, and Service Awards</b> | At least fifteen (15) days before the Objection and Opt-Out Deadlines   |
| <b>Objection Deadline</b>                                                                 | Sixty (60) days after the Notice Deadline                               |

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

**DONE AND ORDERED** on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

HONORABLE DANIEL I. ST. HILAIRE  
SUPERIOR COURT JUSTICE

# — EXHIBIT G —

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT  
C.A. NO.: 217-2025-CV-00528

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ANDREW HIBBARD and JENNIFER §  
NELSON, individually and on behalf of all §  
others similarly situated, §  
§  
*Plaintiffs,* §  
§  
v. §  
§  
ELECTRONICS FOR IMAGING, INC., §  
§  
*Defendant.* §

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**[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

Before the Court are Andrew Hibbard and Jennifer Nelson (collectively “Plaintiffs”) and Defendant Electronics For Imaging, Inc.’s (“EFI,” and, together with Plaintiffs, the “Parties”) Unopposed Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiff’s Motion for Attorneys’ Fees, Costs, and Expenses to Class Counsel, and Service Award to Plaintiffs (“Motion for Attorneys’ Fees”).

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys’ Fees, and having conducted a Final Fairness Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

**WHEREAS**, on [REDACTED] [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (**Doc. No. [REDACTED]**) which, among other things: (a) conditionally certified this matter as a class action, including

defining the class and class claims, (b) appointed Plaintiffs as the Class Representatives and appointed Angela K. Troccoli of the law firm Kimmel & Silverman, P.C., Leigh S. Montgomery of the law firm EKSM, LLP, and Brittany Resch of law firm Strauss Borrelli, PLLC as Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Fairness Hearing;

**WHEREAS**, on [DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Fairness Hearing;

**WHEREAS**, on [DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Fairness Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Fairness Hearing in support of or in opposition to the proposed Settlement Agreement; the award of attorneys' fees, costs, and expenses to Class Counsel; and the payment of a Service Award to the Class Representatives;

**WHEREAS**, 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

**WHEREAS**, the Court being required under Super. Ct. Civ. R. 16(j) 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;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for EFI, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for Service Award to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

**IT IS ORDERED** that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiffs' Class Action Complaint against EFI for failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

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

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement (“Final Order and Judgment”) with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Super. Ct. Civ. R. 16(k), grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

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.

6. The Settlement was entered into in good faith following arm’s length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court’s finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the

expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. EFI to institute Settlement Administration as outlined in the Settlement Agreement whereby Settlement Class Members can submit claims that will be evaluated by a Settlement Administrator.
- b. EFI to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. EFI to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Awards to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Super. Ct. Civ. R. 16 (a) and (b) set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Fairness Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award payments to



the Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Superior Court of New Hampshire Civil Rules, the United States Constitution, the New Hampshire State Constitution, and other applicable law

10. The Court finds that EFI has fully complied with the notice requirements of Super. Ct. Civ. R. 16 and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

11. As of the Opt-Out Deadline, [REDACTED] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

12. [REDACTED] objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

13. 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.

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. 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.

16. Pursuant to the Settlement Agreement, EFI, the Settlement Administrator, and Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

17. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

18. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

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.

**“Released Claims”** means any and all past, present and future 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 Plaintiffs or any members of the Settlement Class ever had, now has, or hereinafter may have, 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 EFI, EFI’s past or present parents, subsidiaries, divisions, departments, and related or affiliated entities, and each and every of these entities’ respective predecessors, successors, assigns, owners, Trustees, and the present and former directors, 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 EFI’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.”

**“Releasing Parties”** and a **“Releasing Party”** shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating 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.

**Unknown Claims.** The 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, each Releasing Party 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. The Releasing Parties 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 Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

19. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiffs, Settlement Class Members, Class Counsel, and/or EFI.

20. The Court grants final approval of the appointment of Plaintiffs Andrew Hibbard and Jennifer Nelson as Class Representatives. The Court concludes that the Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

21. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to each of the Class Representatives in the amount of \$2,500.00 as a Service Award. EFI shall make such payments in accordance with the terms of the Settlement Agreement.

22. The Court grants final approval of the appointment of Leigh S. Montgomery of the law firm Ellzey Kherkher Sanford Montgomery, LLP and Brittany Resch of law firm Strauss Borrelli, PLLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

23. The Court, after careful review of the fee petition filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for combined attorneys' fees, costs, expenses in the amount of \$165,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

24. This Final Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against EFI of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability

of any kind on the part of EFI or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order and Judgment may be filed in any action by EFI, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by EFI that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order and Judgment.

25. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment and 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 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*, and the Parties shall be restored to their respective positions in the Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will 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. Further, in such event, EFI will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will 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.

26. Pursuant to the RSA 509 (2025), this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

27. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

28. This Order resolves all claims against all Parties in this action and is a final order.

29. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

**DONE AND ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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HONORABLE DANIEL I. ST. HILAIRE  
SUPERIOR COURT JUSTICE