

# EXHIBIT 1

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

**KIMBERLY FREIBURGER**, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

**MIZUNO USA INC.**,

Defendant.

Case No.

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**SETTLEMENT AGREEMENT AND RELEASE**

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This Settlement Agreement, dated as of October 30, 2025, is made and entered into by and among the following Settling Parties (as defined below): (i) Kimberly Freiburger (“Plaintiff” or “Representative Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through her counsel at Milberg Coleman Bryson Phillips Grossman, LLC, respectively (“Proposed Class Counsel” or “Class Counsel”); and (ii) Mizuno USA Inc. (“Mizuno” or “Defendant”) by and through its counsel of record, Lewis Brisbois. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

**I. THE ACTION**

Defendant is a sporting goods company. On November 6, 2024, Defendant became aware of a security incident on its IT Network, took steps to secure its data network, and launched an investigation to determine what occurred. The investigation determined that certain systems and

files within the network were accessed by an unknown individual periodically between August 21, 2024 and October 29, 2024. Mizuno then undertook a detailed review of the relevant files to determine what information was present and to whom it related. This review was completed on December 18, 2024, and Mizuno worked as quickly as possible thereafter to notify potentially impacted individuals. Defendant's investigation determined that the following types of private information were potentially accessed in the Data Breach: name, Social Security number, financial account number, driver's license information, and passport numbers. Approximately 1,200 individuals were potentially affected by the Data Incident.

On January 30, 2025, Mizuno started sending notice letters to the impacted individuals on January 21, 2025. Plaintiff Freiburger received a notification from Defendant indicating that cybercriminals may have accessed and/or acquired her private information.

On or about February 24, 2025, Plaintiff filed a lawsuit in the United States District Court for the Northern District of Georgia alleging claims for damages arising from the Data Incident.<sup>1</sup> Defendant filed a motion to dismiss on the pleadings, challenging federal court jurisdiction and the sufficiency of the claims. Shortly after, the parties began exploring the possibility of early resolution. Over the next few months, the Parties engaged in arm's length negotiations, which ultimately resulted in a settlement in principle in late June 2025. As a material term of the Settlement, the Parties agreed Plaintiff would dismiss her federal court case and re-file before this Court, so that there would be no question that the court providing approval of this class action settlement has proper jurisdiction over the Action.

Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendant and

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<sup>1</sup> Case No. 1:25-cv-00950-MHC (N.D. Ga. 02/24/2025)

the Released Persons (as defined below) relating to the Data Breach, by and on behalf of Representative Plaintiff and Settlement Class Members (defined below), and any other such actions by and on behalf of any other persons and putative classes against Defendant and the Released Persons relating to the Data Incident.

## **II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTLING**

Representative Plaintiff believes the claims asserted in the Action, as set forth in the Complaint, have merit. Representative Plaintiff and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Action against Defendant through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Action. They have determined that the terms set forth in this Settlement Agreement are fair, reasonable, and adequate, and in the best interests of the Representative Plaintiff and the Settlement Class Members.

## **III. DENIAL OF WRONGDOING AND LIABILITY**

Defendant denies each and all of the claims and contentions alleged against it in the Action. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. Nonetheless, Defendant has concluded that continuing with the Action would be protracted, expensive, and would perpetuate uncertainty, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

#### **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class Members, Proposed Class Counsel, and Defendant that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, as follows:

##### **1. Definitions**

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means the administration of the settlement, including but not limited to processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.3 “Claims Administrator” means, subject to Court approval, Atticus Administration LLC (“Atticus”) an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement.

1.4 “Claims Deadline” means the postmark or electronic submission deadline for valid Claim Forms, which shall be ninety (90) days after the Notice Commencement Date, unless otherwise ordered by the Court.

1.5 “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein. The Claim Form shall be formatted by the Claims Administrator to permit the option of filing of claims

electronically. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury, but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the State Court of Fulton County, Georgia.

1.8 “Data Breach” or “Data Incident” means the cyberattack suffered by Defendant wherein cybercriminals potentially accessed and/or stole files containing the private information of approximately 1,200 individuals from Defendant’s network. The private information potentially exposed in the Data Breach included names, Social Security numbers, financial account information, driver’s license information, and passport numbers.

1.9 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.10 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 9.1 herein have occurred and been met.

1.11 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service

award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.12 “Judgment” means a final approval order and judgment rendered by the Court, in the form attached hereto as **Exhibit E**, or a judgment substantially similar to such form.

1.13 “Notice” means the written notice to be sent to the Settlement Class Members pursuant to the Preliminary Approval Order.

1.14 The “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.

1.15 “Objection Date” means the date by which Settlement Class Members must file with the Court and mail to Class Counsel and counsel for Defendant their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.16 “Opt-Out Date” means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.17 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.19 “Plaintiff’s Counsel” “Class Counsel” and/or “Proposed Class Counsel” means Casandra R. Turner, Esq. of Milberg Coleman Bryson Phillips Grossman, LLC.

1.20 “Related Entities” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Defendant’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Action, other than any Person who is 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 Breach or who pleads *nolo contendere* to any such charge.

1.21 “Released Claims” shall collectively mean any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, the Data Breach or the conduct that was alleged or could have been alleged in the Action, including, but not limited to negligence, negligence *per se*, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of third-party beneficiary contract, unjust enrichment, breach of fiduciary duty, any state or federal consumer protection or privacy statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any states in the United States

as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relates to the exposure of private information in the Data Incident, including conduct that was alleged or could have been alleged in the Action, including without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of private information, which the Class Representatives or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to and/or at the time of entry of the final order and Judgment in this Action. Nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon or resulting from the Data Breach. Released Claims shall include Unknown Claims as defined in ¶ 1.29. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.22 “Released Persons” means Defendant, its Related Entities, and to the extent not contained in the definition of “Related Entities,” each of Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, reinsurers and all persons who acted on their behalf.

1.23 “Representative Plaintiff” means Kimberly Freiburger.

1.24 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.25 “Settlement Class” means all individuals to whom Defendant mailed notices that their private information was potentially compromised in the Data Incident discovered in November 2024. The Settlement Class specifically excludes: (i) Defendant and Defendant’s parents, subsidiaries, affiliates, directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

1.26 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class and does not exclude themselves (i.e., opt out) from the Settlement Class.

1.27 “Settling Parties” means, collectively, Defendant and the Representative Plaintiff, individually and on behalf of the Settlement Class.

1.28 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him, her, or them might have affected his, her, or their settlement with, and release of, the Released Persons, or might have affected his, her, or their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree

that upon the Effective Date, Representative Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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.

Settlement Class Members, including Representative Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.29 “United States” as used in this Settlement Agreement includes the District of Columbia and all United States territories.

1.30 “Valid Claims” means Settlement Claims for a benefit and/or in an amount approved by the Claims Administrator and not successfully disputed by a Settling Party or found to be valid through the claims processing and/or Dispute Resolution process.

## **2. Settlement Benefits**

2.1 Compensation for Ordinary Losses and Lost Time: All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented out-of-pocket losses caused by the Data Breach (“Ordinary Losses”) and attested to time spent responding to the Data Breach (“Lost Time”) that Settlement Class Members incurred/spent between August 21, 2024 and seven days after the Court approved notice of settlement is sent to the Settlement Class, not to exceed an aggregate total of \$475 per Settlement Class Member:

(a) Ordinary Losses incurred as a result of the Data Breach, include, but are not limited to: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased as a result of the Data Breach. To receive reimbursement, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Claims Administrator.

(b) Lost Time. Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Breach (calculated at \$15.00 per hour), with an attestation under penalty of perjury that any claimed lost time was spent responding to issues raised by the Data Breach.

2.2 Claims made for Lost Time can be combined with reimbursement for the above referenced Ordinary Losses, and claims for both Lost Time and Ordinary Losses are subject to the single total aggregate cap of \$475 per Settlement Class Member identified in ¶ 2.1 above.

2.3 Compensation for Extraordinary Losses. Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the

extent not already covered by ¶ 2.1 above if their identity was stolen or misused as a result of the Data Breach (“Extraordinary Losses”) in an amount not to exceed \$5,000 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following Extraordinary Losses, that meet the following conditions:

- (a) The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of the Settlement Class Member’s personally identifiable information (“PII”) or (ii) fraud associated with the Settlement Class Member’s PII;
- (b) The loss noted in (a)(i) or (a)(ii) was more likely than not caused by the Data Breach;
- (c) The loss occurred between August 21, 2024 and seven days after the Court approved notice of settlement is sent to the Settlement Class; and
- (d) The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member’s identity protection services or identity theft insurance, if any such services/insurance applies.

Examples of Extraordinary Losses include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations (“Extraordinary Expenses”). To claim Extraordinary Expenses, the Settlement

Class Member must attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Breach and provide reasonable documentation of the out-of-pocket losses claimed.

2.4 Alternative Cash Payment. Settlement Class Members can elect to make a claim for a \$50 alternative cash payment in lieu of the settlement benefits outlined in ¶¶ 2.1, 2.2, and 2.3. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form (Exhibit A to this Settlement Agreement), but no documentation is required to make a claim. Settlement Class Members may also claim the credit monitoring described in Paragraph 2.6, in addition to the Alternative Cash Payment.

2.5 Settlement Members seeking reimbursement under ¶¶ 2.1, 2.2, 2.3 and 2.4 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online, on or before the 90th day after the date on which notice commences. The notice to the Settlement Class will specify this deadline and other relevant dates. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. For Ordinary Losses and Extraordinary Losses, the Settlement Class Member must submit reasonable documentation reflecting that these expenses claimed were incurred as a result of the Data Breach and not otherwise reimbursed by another source. This documentation may include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support for a Settlement Claim.

2.6 Credit Monitoring Services. All Settlement Class Members are eligible to receive twenty-four (24) months of one-bureau credit monitoring services with at least \$1 million in fraud

protection upon submission of a timely, Valid Claim. No documentation is required to request this Settlement benefit.

2.7 Limitations on Ordinary and Extraordinary Loss Expenses.

(a) Before recovering any settlement benefits, the Settlement Class Members must exhaust all their existing credit monitoring insurance or other reimbursement insurance benefits covering losses due to identity theft and stolen funds available to them in connection with the credit monitoring protections already provided by Mizuno. Mizuno shall not be required to provide a double payment of the same loss or injury that was reimbursed or compensated by any other source.

(b) No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.8 Changes to Systems or Business Practices.

(a) In connection with these settlement negotiations, Mizuno has acknowledged (without any admission of liability), that Mizuno has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future.

(b) Mizuno agrees to disclose the details of the systems or business practice changes made to Class Counsel and estimate, to the extent reasonably calculable, the annual cost of those enhancements. The disclosure will not be provided to third parties unless the disclosure is compelled by law or Defendant expressly agrees to the disclosure.

(c) Nothing in ¶ 2.8 shall create any contractual rights to any present or future equitable remedy requiring Mizuno to establish or maintain any particular security processes or procedures in the future or otherwise take any action in response to the Litigation. In addition,

notwithstanding actions to enforce this settlement, nothing in ¶ 2.8 may be used to create a cause of action against Mizuno or may be used in connection with any other matter against Mizuno. Mizuno's changes in systems or business practices shall not be considered in this Litigation or any other proceeding as an admission, concession, or evidence of any wrongdoing, liability, or presence or proof of damages.

2.9 Dispute Resolution for Claims.

(a) The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses claimed; and (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

(b) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days

to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

(c) Following timely receipt of Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount the claim, or to reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

(d) Settlement Class Members shall have thirty (30) days from receipt of the an from the Claims Administrator to accept or reject any offer of partial payment. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

2.10 Settlement Expenses. All costs for notice to the Settlement Class as required under this Settlement Agreement, and Costs of Claims Administration shall be paid by Defendant.

2.11 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling

Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

### **3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion for Final Hearing and Application for a Class Representative Service Award and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiff as Class Representative;
- f) approval of a customary form of short notice to be mailed to Settlement Class Members ("Short-Form Postcard Notice") substantially similar to Exhibit B, and a customary long form notice to be posted on the settlement website ("Long-Form Notice") in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and

instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties and as consistent with the orders of this Court.

3.2 Defendant shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and a service award to the Class Representative, shall be paid by Defendant as set forth herein, subject to Court approval. Direct notice shall be provided to Class Members by U.S. Mail. The form, content, and manner of Notice shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line with an IVR script shall be made available to address Settlement Class Members' inquiries. The Claims Administrator also will provide copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel or Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not

inconsistent with such approval. Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class via the Notice Program.

3.3 Proposed Class Counsel and Defendant's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

#### **4. Opt-Out Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box or email address established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that there have been more than 100 timely and valid Opt-Outs submitted, Defendant may, by notifying Proposed Class Counsel in writing within ten (10) days

after the Claims Administrator provides Defendant written notice of the total number of valid Opt-Outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement pursuant to this paragraph, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and incentive awards.

## **5. Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to Defendant's counsel as set forth below. For all objections mailed to Proposed Class Counsel and counsel for Defendant, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

*Upon respective Proposed Class Counsel via mail at:*

Casondra R, Turner  
**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC**  
260 Peachtree Street NW, Suite 2200  
Atlanta, GA 30303

*Upon Defendant's counsel via mail at:*

Christopher H. Wood  
**LEWIS BRISBOIS**  
Lewis Brisbois Bisgaard & Smith, LLP  
1700 Lincoln Street, Suite 4000  
Denver, CO 80203

5.2 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 Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

## **6. Releases**

6.1 Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

6.2 Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the

Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based on the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

**7. Attorneys' Fees, Costs, and Expenses; Service Awards to Representative Plaintiff**

7.1. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to the Representative Plaintiff until after the substantive terms of the settlement had been agreed upon, other than that Defendant would pay reasonable attorneys' fees, costs, expenses, and service awards to the Representative Plaintiff as may be agreed to by Defendant and the Proposed Class Counsel and/or as ordered by the Court. Defendant and Proposed Class Counsel then negotiated and agreed to the procedure described herein.

7.1 Proposed Class Counsel has agreed to request, and Defendant has agreed to pay, subject to Court approval, the amount not to exceed One Hundred Twenty-Two Thousand Five Hundred Dollars and No Cents (\$122,500.00) to Proposed Class Counsel for attorneys' fees and costs and expenses.

7.2 Subject to Court approval, Defendant has agreed to pay a service award in the amount of two thousand five hundred dollars and no cents (\$2,500.00) to the Representative Plaintiff.

7.3 Defendant shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to the Representative Plaintiff to an account established by Proposed Class

Counsel within thirty (30) days after the Effective Date.

7.4 If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Defendant shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service awards to the Representative Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or the Representative Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Defendant shall be given reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth herein. All claims agreed to be paid in full by Defendant shall be deemed valid.

8.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or

otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, Defendant shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration already incurred.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Defendant, Proposed Class Counsel, Representative Plaintiff, and/or Defendant's counsel based on distributions of benefits to Settlement Class Members.

## **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing;
- b) Defendant has not exercised its option to terminate the Settlement Agreement;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final.

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

9.3 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or already incurred at the time of settlement termination or disapproval for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action.

## **10. Miscellaneous Provisions**

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement is a compromise of claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Action, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the settlement of the Action and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendant and Representative Plaintiff in connection with the settlement of the Action. Except as otherwise provided herein, each party shall bear its own costs.

10.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Representative Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement

Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute 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 Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Illinois, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois.

10.13 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.” “She” means “she, he, or it;” “hers” means “hers, his, or its;” and “her” means “her, him, or it.”

10.14 All dollar amounts are in United States dollars (USD).

10.15 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until ninety (90) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be

extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member or expense reimbursement under ¶¶ 2.1, 2.2., 2.3, the Alternative Cash Payments under ¶ 2.4, or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred twenty (120) days from the Effective Date, requests for re-issuance need not be honored after such checks become void. For Settlement Class Members that do not timely cash settlement checks consistent with the above, such Settlement Class Members shall be bound by all terms of the Settlement Agreement and all proceedings, orders and judgements in the Action.

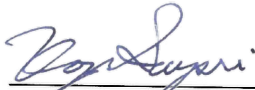
10.16 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

**AGREED TO BY:**

  
Kimberly Freiburger (Oct 30, 2025 10:14:35 PDT)

Kimberly Freiburger



Representative, Mizuno USA Inc.

**APPROVED AS TO FORM:**

/s/ Casondra R. Turner

Casondra R. Turner

**MILBERG COLEMAN BRYSON**

**PHILLIPS GROSSMAN PLLC**

260 Peachtree Street NW, Suite 2200

Atlanta, GA 30303

Telephone: (866) 252-0878

[cturner@milberg.com](mailto:cturner@milberg.com)

*Counsel for Plaintiff and the Proposed Class*

AND

/s/

  
Christopher H. Wood

**LEWIS BRISBOIS**

Lewis Brisbois Bisgaard & Smith, LLP

1700 Lincoln Street, Suite 4000

Denver, CO 80203

T: 720.292.2056

[christopher.wood@lewisbrisbois.com](mailto:christopher.wood@lewisbrisbois.com)

*Counsel for Defendant*

# **EXHIBIT A**

**CLAIM FORM**

*Freiburger v Mizuno USA, Inc.*  
*Case No. [ADD CASE NO.]*

A proposed Settlement has been reached in a class action lawsuit against Mizuno USA, Inc. (“Defendant”) relating to a Data Incident. “Data Incident” means the cyberattack suffered by Defendant wherein cybercriminals potentially accessed and/or stole files containing the private information of approximately 1,200 individuals from Defendant’s network.

You are a Settlement Class Member if you received a mailed notice that your private information was potentially compromised in the Data Incident discovered by Defendant in November 2024.

**GENERAL INSTRUCTIONS**

If you fit the above description and are a member of the Settlement Class, you are eligible to complete this Claim Form to request reimbursement for documented Ordinary Losses and Lost Time as a result of the Data Incident up to a maximum of \$475 per person, and documented Extraordinary Losses as a result of the Data Incident and involving identity theft or misuse of your identity up to a maximum of \$5,000. In lieu of documented losses and Lost time, you can request an Alternative Cash Payment of up to \$50. All Settlement Class Members can receive two (2) years of one-bureau Identity Theft Protection and Credit Monitoring Services.

Please read the Claim Form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim. This Claim Form can be completed and submitted with the required documentation on the Settlement Website at [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or mailed to the address below. **Claim Forms must be submitted on or before [90 Days from Mailing].** Please legibly print all requested information, in blue or black ink. Submit your Claim Form online, or mail your completed Claim Form, including any supporting documentation, to the address below. Documentation provided in support of your claim will not be returned, please retain copies of your documents for your personal records.

*Mizuno Data Incident*  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164

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**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

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Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

**First Name**

**Last Name**

**Mailing Address**

**City**

**State**

**Zip Code**

**Email Address**

**Telephone Number**

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**II. PROOF OF CLASS MEMBERSHIP**

---

Enter the seven-digit Notice ID Number printed above your name and address on your mailed Notice.

Notice ID Number

---

**III. IDENTITY THEFT PROTECTION AND CREDIT MONITORING SERVICES**

---

I wish to receive two (2) years of Identity Theft Protection and Credit Monitoring Services.  YES

---

**IV. ALTERNATIVE CASH PAYMENT**

---

Complete this section of the Claim Form if you are a Settlement Class Member and are seeking the \$50.00 Alternative Cash Payment Benefit, in lieu of Documented Ordinary Losses, Extraordinary Losses or Lost Time.

I attest and affirm to the best of my knowledge and belief that I am a Settlement Class Member and would like to claim the Alternative Cash Payment.

---

**V. DOCUMENTED ORDINARY LOSSES**

---

Complete this section of the Claim Form to be reimbursed for documented Monetary Losses and/or Lost Time that you incurred as a result of the Data Incident, up to an aggregate maximum of \$475. Documentation to substantiate your claim(s) is required and must accompany your Claim Form.

Ordinary Loss Description	Date	Dollar Amount	Supporting Documentation Description

**To qualify for Monetary Loss Reimbursements, documentation must be provided for each claimed loss listed above.**

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**VI. LOST TIME SELECTION**

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If you spent time in connection with efforts to remedy issues fairly traceable to the Data Incident, you may be eligible to receive reimbursement for up to four (4) hours of time (calculated at \$15.00 per hour, a maximum amount of \$60.00). Please state the precise number of hours you have expended in connection with efforts to remedy issues fairly traceable to the Data Incident.

I attest and affirm under penalty of perjury, that I spent  hours related to the Data Breach at the rate of \$15.00 per hour.

---

**VII. DOCUMENTED EXTRAORDINARY LOSSES**

---

Complete this section of the Claim Form to be reimbursed for documented Monetary Losses that you incurred because your identity was stolen or misused as a result of the Data Incident, up to a maximum of \$5,000.00. Documentation to substantiate your claim(s) is required and must accompany your Claim Form.

Extraordinary Loss Description	Date	Dollar Amount	Supporting Documentation Description

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**VIII. PAYMENT SELECTION**

---

Please select **one** payment method for receipt of any Settlement payment to which you are determined eligible:

**PayPal** - Enter your PayPal account email address: \_\_\_\_\_

**Venmo** - Enter your Venmo account mobile number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Zelle** - Enter your Zelle mobile number or email address:

Mobile Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid e-Mastercard** - Enter your email address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided above.

**YOU WILL RECEIVE A VERIFICATION EMAIL OR TEXT MESSAGE REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.**

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**IX. ATTESTATION & SIGNATURE**

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I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my knowledge and belief, and that this form was executed on the date set forth below.

---

Signature

Printed Name

Date

**PLEASE MAKE SURE YOUR CLAIM FORM IS COMPLETE, SIGNED, AND INCLUDES DOCUMENTATION TO SUPPORT ANY MONETARY LOSSES BEING CLAIMED.**

**THE CLAIM FORM MUST BE POSTMARKED FOR MAIL OR SUBMITTED ONLINE ON OR BEFORE [90 DAYS FROM MAILING].**

# **EXHIBIT B**

IN THE STATE COURT OF FULTON COUNTY

STATE OF GEORGIA

**KIMBERLY FREIBURGER**, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

**MIZUNO USA INC.**,

Defendant.

Case No. [ADD CASE NO]

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT  
AGAINST YOU OR A SOLICITATION FROM A LAWYER.*

If you are a resident of the United States and you received notice from Mizuno USA, Inc. (“Defendant”) that your personal information was potentially compromised in an unauthorized cybersecurity attack (“Data Breach” or “Data Incident”) discovered in November 2024, you may be eligible for benefits.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A VALID CLAIM BY [90 DAYS OF MAILING]</b>	You must submit a valid Claim Form to receive compensation, including reimbursement of documented Ordinary Losses and Lost Time incurred as a result of the Data Incident; two years of one-bureau Identity Theft Protection and Credit Monitoring; documented Extraordinary Losses and/or an Alternative Cash Payment.
<b>DO NOTHING</b>	Receive no compensation and give up your rights to sue Defendant over the claims resolved in this Settlement.
<b>SUBMIT A WRITTEN EXCLUSION REQUEST BY [60 DAYS OF MAILING]</b>	Submit a written notice of your intent to be excluded from the Settlement. You will receive no benefits from the Settlement, but you will retain your legal claims against Defendant and other Released Parties.
<b>FILE AN OBJECTION [60 DAYS OF MAILING]</b>	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.
<b>GO TO A HEARING ON [FAH DATE]</b>	Ask to speak in Court about the fairness of the Settlement.

## **Further Information about this Notice and the Lawsuit**

### **1. Why did I receive a Notice in the mail?**

The Postcard Notice you received in the mail was sent to inform you of the proposed Settlement in *Freiburger v Mizuno USA, Inc.*, [add case no.] pending in the State Court of Fulton County, State of Georgia. The Court overseeing this lawsuit authorized Notice be sent to the Settlement Class, to notify them, including you, about the proposed Settlement that will affect certain legal rights. The Notice explains those legal rights and options you have in connection with that Settlement.

### **2. What is the Lawsuit about?**

The lawsuit arises from a Data Incident detected by Defendant on November 6, 2024. Defendant's investigation determined that files containing sensitive personal information may have been accessed during the Data Incident. Mizuno denies the claims and any wrongdoing and liability in connection with the allegations in the lawsuit ("Action").

### **3. Why is the Lawsuit a class action?**

In a class action, one or more named representative plaintiffs bring a lawsuit on behalf of all others who are alleged to have similar claims. Together, these people are the "Class" and each individual is a "Class Member." In this case the Plaintiff who represents the Settlement Class is Kimberly Freiburger ("Named Plaintiff"). The company being sued, in this case, Mizuno USA, Inc., is known as the Defendant.

### **4. Why is there a settlement?**

The Named Plaintiff in the Action, through her attorneys (known as "Class Counsel"), investigated the facts and laws relating to the issues in the Action. The Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class.

The Court has not decided whether the Plaintiffs' claims or Mizuno's defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will receive benefits from the Settlement. The Settlement does not mean that Mizuno did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

### **5. What is Personally Identifiable Information or PII?**

Personally Identifiable Information or PII means, in this Action, an individual's name, Social Security Number, financial account number, driver's license number and passport numbers as referred to in the Data Incident notice sent by Mizuno in or around January 2025.

## **Terms of the Proposed Settlement**

## 6. Who is in the Settlement Class?

The Settlement Class includes all individuals to whom Defendant mailed notices that their information was potentially compromised in the Data Incident discovered in November 2024.

The Settlement Class specifically excludes: (i) Defendant and Defendant's parents, subsidiaries, affiliates, directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads nolo contendere to any such charge.

## 7. What are the Settlement benefits?

Settlement Class Members have the opportunity to submit a Claim Form for certain benefits.

**Ordinary Losses and Lost Time:** All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented out-of-pocket losses caused by the Data Breach ("Ordinary Losses") and attested to time spent responding to the Data Breach ("Lost Time") that Settlement Class Members incurred/spent between August 21, 2024 and [INSERT *seven days after the Court approved notice of settlement is sent to the Settlement Class*], not to exceed an aggregate total of \$475 per Settlement Class Member:

(a) Ordinary Losses incurred as a result of the Data Breach include, but are not limited to: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased as a result of the Data Breach. To receive reimbursement, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Claims Administrator.

(b) Lost Time. Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Breach (calculated at \$15.00 per hour), with an attestation that any claimed lost time was spent responding to issues raised by the Data Breach.

Claims made for Lost Time can be combined with reimbursement for the above-mentioned Ordinary Losses, and claims for both Lost Time and Ordinary Losses are subject to a single total aggregate cap of \$475 per Settlement Class Member.

**Compensation for Extraordinary Losses:** Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered by documented Ordinary Losses above if their identity was stolen or misused as a result of the Data Breach ("Extraordinary Losses") in an amount not to exceed \$5,000 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following Extraordinary Losses, which meet the following conditions:

- (a) The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of the Settlement Class Member’s personally identifiable information (“PII”) or (ii) fraud associated with the Settlement Class Member’s PII;
- (b) The loss noted in (a)(i) or (a)(ii) was more likely than not caused by the Data Breach;
- (c) The loss occurred between August 21, 2024 and seven days after the Court approved notice of settlement is sent to the Settlement Class; and
- (d) The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member’s identity protection services or identity theft insurance, if any such services/insurance applies.

Examples of Extraordinary Losses include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations. To claim Extraordinary Losses, the Settlement Class Member must attest that he/she believes that each claimed loss or expense was incurred as a result of the Data Breach and provide reasonable documentation of the out-of-pocket losses claimed.

**Alternative Cash Payment:** Settlement Class Members can elect to make a claim for a \$50 alternative cash payment in lieu of the settlement benefits outlined above. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form, but no documentation is required to make a claim. Settlement Class Members may also claim the credit monitoring described below, in addition to the Alternative Cash Payment.

**Credit Monitoring Services:** All Settlement Class Members are eligible to receive twenty-four (24) months of one-bureau credit monitoring services with at least \$1 million in fraud protection upon submission of a timely, Valid Claim. No documentation is required to request this Settlement benefit.

**Limitations on Ordinary and Extraordinary Loss Expenses.** Before recovering any settlement benefits, the Settlement Class Members must exhaust all their existing credit monitoring insurance or other reimbursement insurance benefits covering losses due to identity theft and stolen funds available to them in connection with the credit monitoring protections already provided by Defendant. Defendant shall not be required to provide a double payment of the same loss or injury that was reimbursed or compensated by any other source.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

<b>8. What claims are Settlement Class Members giving up under the Settlement?</b>
--

Settlement Class Members who do not timely submit a request to exclude themselves from the Settlement (or “Opt-Out”) will be bound by the Settlement Agreement and any final judgment or order entered by the Court. Settlement Class Members will also give up their right to sue the Defendant and other Released Parties for the claims being resolved by the Settlement.

The claims that are being released (“Released Claims”) and the persons and entities being released from those claims (“Released Parties”) are defined in the Settlement Agreement which can be viewed on the Settlement Website [www.SettlementWebsite.com](http://www.SettlementWebsite.com).

## **Your Options as a Settlement Class Member**

### **9. If I am a Settlement Class Member, what options do I have?**

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement Class. If you wish to be eligible for compensation, however, you **must** complete and postmark or otherwise submit a Claim Form online **by [90 DAYS OF MAILING]**. The Postcard Notice that was mailed to you includes a tear-off Claim Form that you can complete and return by U.S. Mail. You may also complete and submit an electronic Claim Form online at [www.SettlementWebsite.com](http://www.SettlementWebsite.com). If you are claiming Reimbursement for documented Monetary Losses or documented Extraordinary Losses, you must submit supporting documentation with your claim. Documentation can be mailed to the Claims Administrator’s office (with the Claim Form) or uploaded with an online claim.

If you do not want to give up your right to sue the Released Parties related to the Data Incident or the issues raised in this case or otherwise wish to remove yourself from the Settlement you must Opt-Out of the Settlement Class by **[60 DAYS FROM NOTICE]**. See Question 13 below for instructions on how to exclude yourself.

If you object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out). You object by filing a written objection with the Court. (See Question 16 below.) If you object, you must still submit a Claim Form if you want to receive any of the Settlement benefits offered.

### **10. What happens if I do nothing?**

If you do nothing, you will receive no compensation from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment or order is entered by the Court, you will be bound by the judgment or order and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or other Released Parties related to the claims released by the Settlement.

### **11. How do I submit a claim?**

You may complete the Claim Form online at [www.SettlementWebsite.com](http://www.SettlementWebsite.com).

A Claim Form was attached to the Postcard Notice that was mailed to you. You may also download a copy of the paper Claim Form from [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call the Claims Administrator at [add TFN] to have a form sent to you.

Paper Claim Forms can be completed, signed and submitted with any required supporting documentation for Monetary Losses online through the Settlement Website at [www.SettlementWebsite.com](http://www.SettlementWebsite.com), via email to [SettlementEmail@atticusadmin.com](mailto:SettlementEmail@atticusadmin.com), or sent by mail to:

Mizuno Data Incident  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164

**12. Who decides my Settlement claim and how do they do it?**

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to respond to a request for more information from the Claims Administrator's office may result in an invalid claim that will not be paid.

**13. How do I exclude myself from the Settlement?**

If you wish to Opt-Out of the Settlement Class, you must timely submit a written Request for Exclusion and send it by mail to the Claims Administrator's office, so it is postmarked by **[60 Days From Notice]**.

Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box or email address established by the Claims Administrator. An individual in the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date of **[60 Days From Notice]** and mailed to the Claims Administrator's office at:

Mizuno Data Incident  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164

Or, emailed to this email address:

**INSERT**

**14. If I exclude myself, can I receive a benefit from this Settlement?**

No. If you exclude yourself, you will not be entitled to compensation or any of the benefits provided by this Settlement and you will not be bound by the terms of the Settlement.

**15. If I don't opt-out, can I sue the Released Parties for the Data Incident later?**

No. Unless you exclude yourself, you give up any right to sue the Released Persons for the claims that this Settlement resolves. You must timely exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting benefits from this Settlement.

## **16. How do I object to the Settlement?**

Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the [Objection Date], to Proposed Class Counsel and to Defendant's counsel as set forth below. For all objections mailed to Proposed Class Counsel and counsel for Defendant, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

If you file an objection, the Court will consider your views and decide whether to approve or reject the Settlement. You cannot ask the Court to order a different settlement. If the Court denies approval, no settlement benefits will be sent out and the Action will continue.

Failure to file a timely and adequate objection in accordance with above requirements waives the right to object or to be heard at the Final Approval Hearing and the Settlement Class Member shall be forever barred from making any objection to the Settlement.

### **Court Approval of the Settlement**

## **17. How, when, and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Fairness Hearing on [FAH DATE & TIME & LOCATION] to decide whether to approve the Settlement. At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who properly request to speak at the hearing. The Court may also consider Class Counsel's request for a fee award and for costs, and the request for Service Awards for the Representative Plaintiff to be paid by the Defendant. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take. The Court may reschedule the hearing to a different date or time without notice, so please check the Settlement Website at [www.SettlementWebsite.com](http://www.SettlementWebsite.com) for updates.

## **18. Do I have to attend the hearing?**

No. You do not need to attend the hearing. Class Counsel will represent the interests of the Settlement Class. If you object to the Settlement and wish to appear in person you are welcome to do so if your written objection was properly submitted pursuant to the instructions in Question 16.

It is not necessary to appear in person to make an objection. You or your lawyer are welcome to attend the hearing at your expense but are not required to do so.

**19. Can I attend the hearing?**

Yes, you can attend the Final Fairness Hearing, as court proceedings are open to the public. But you do not need to attend the hearing in order to obtain benefits from this Settlement.

No appearance is necessary if you just want to observe the hearing. However, if you wish to appear at the Final Fairness Hearing to object to the Settlement, you must file a notice of appearance in this Action by [Notice of Appearance Deadline]. You must also state in your objection (see Question 16) your and/or your attorney's intent to appear at the Final Fairness Hearing.

**20. What happens if the Court approves the Settlement?**

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal or take time to resolve. We do not know how long this process may take.

**21. What happens if the Court does not approve the Settlement?**

If the Court does not approve the Settlement, there will be no Settlement benefits, fees, or awards available to Settlement Class Members, Class Counsel, or the Class Representative, and the Litigation will proceed as if no Settlement had been attempted.

**Lawyers for the Settlement Class and Mizuno USA, Inc.**

**22. Who represents the Settlement Class?**

The Settlement Class is represented by:

Casondra R, Turner  
**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN PLLC**  
260 Peachtree Street NW, Suite 2200  
Atlanta, GA 30303  
[cturner@milberg.com](mailto:cturner@milberg.com)

David K. Lietz  
**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN PLLC**  
5335 Wisconsin Avenue NW, Ste 440  
Washington, DC 20015-2052  
[dlietz@milberg.com](mailto:dlietz@milberg.com)

Settlement Class Members will not be charged for Class Counsel's services. Class Counsel will be paid by the Defendant, subject to Court approval. However, you may hire your own attorney at your own expense to advise you on this matter or represent you in making an objection or appearing at the Final Fairness Hearing, if you choose.

**23. How will the lawyers for the Settlement Class be paid?**

Class Counsel will move the Court for an award of attorneys' fees in an amount not to exceed one-third of the Settlement Fund and reimbursement of litigation expenses not to exceed \$122,500.00.

Class Counsel will also seek approval from the Court for a Service Award Payment of \$2,500.00 for the Named Plaintiff in recognition of her contribution to this Action.

### **For Further Information**

#### **24. What if I want further information or have questions?**

For additional information, please visit [www.SettlementWebsite.com](http://www.SettlementWebsite.com). You may also contact Class Counsel at the addresses listed above. You may also contact the Claims Administrator by mail, email or phone:

Mizuno Data Incident  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164

[Settlementmail@atticusadmin.com](mailto:Settlementmail@atticusadmin.com)  
[add TFN]

**PLEASE DO NOT CONTACT THE COURT OR MIZUNO'S COUNSEL FOR  
INFORMATION REGARDING THIS SETTLEMENT.**

# EXHIBIT C

**NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT**

*In re: Freiburger v Mizuno USA, Inc.*  
In the State Court of Fulton County  
State of Georgia  
Case No. [ADD CASE NO.]

The Court authorized this Notice.  
This is not a solicitation from a lawyer.

If you are a resident of the United States and  
you received notice from Mizuno USA that  
your personal information was potentially  
compromised in a Data Incident discovered in  
November 2024, you may be eligible for  
benefits.

[add QR CODE]

**What is this about?** This Notice is being sent to inform you that a Settlement has been reached in the lawsuit, *Freiburger v Mizuno USA, Inc.*, [add case no.] pending in the State Court of Fulton County, State of Georgia. The lawsuit arises from a Data Incident detected by Mizuno USA, Inc. ("Defendant" or "Mizuno") on November 6, 2024. Defendant's investigation determined that files containing sensitive personal

MIZUNO DATA INCIDENT  
C/O ATTICUS ADMINISTRATION  
PO BOX 64053  
ST. PAUL, MN 55164

<<Barcode>>

<<barcode txt>>

Notice ID: <<SecondaryID>>

<<FIRSTNAME>> <<LASTNAME>>

<<ADDRESS>>

<<ADDRESS 2>>

<<CITY>> <<ST>> <<ZIP>>

information may have been accessed during the incident (“Data Incident”). Mizuno denies the claims and any wrongdoing and liability in connection with the allegations in the Lawsuit.

**Who is included?** The Settlement Class includes all individuals whom Defendant mailed notices to that their private information was potentially compromised in the Data Incident discovered in November 2024.

**What are my options?** To receive payment from the Settlement, you must submit a Claim Form by **[90 Days of Mailing]**. There is a tear-off Claim Form attached to this postcard, and an electronic Claim Form can be found on the website **www.SettlementWebsite**. If you do not want to be legally bound by the Settlement, you must **Opt-Out** of the Settlement by **[Opt-out Deadline]**. If you want to **object** to the Settlement, you must file an objection by **[Objection Deadline]**. The Long Form Notice available on the Settlement Website explains how to submit a Claim Form, Opt-Out, or Object.

**What will I receive?** Settlement Class Members may submit claims by **[90 Days of Mailing]** for the benefits below. Compensation will only be provided if the Court approves the Settlement, and the Claim Form is valid and timely.

(1) **Ordinary Losses**: up to an aggregate total of \$475 per Settlement Class Member with documented out-of-pocket losses as a result of the Data Incident; and including **Lost Time** up to four (4) hours at \$15 an hour of attested time spent dealing with the Data Breach;

(2) **Compensation for Extraordinary Losses** up to \$5,000 for reimbursement of losses because of identity theft or misuse as a result of the Data Incident,

(3) **Credit Monitoring** and at least \$1,000,000 of fraud/identity theft insurance with a single credit bureau for two years.

(4) **Alternative Cash Payment** In lieu of any other cash benefits, Class Members may elect a one-time \$50.00 cash payment

More information on these benefits can be found in the Settlement Agreement online at **www.SettlementWebsite**.

**How do I file a claim?** If you are a Class Member you may complete the Claim Form attached to this Notice and return it by mail, or submit an online Claim Form at **www.SettlementWebsite**. You will need the Notice ID printed on the reverse side of this postcard to file online.

**What happens next?** The Court will hold a Final Fairness Hearing on [add FAH date] to decide whether the Settlement is fair, reasonable, and adequate. You are not required to attend but may ask to speak at the hearing (at your own expense) if you wish.

**More Information?** Please do not contact the Court. Go to **www.SettlementWebsite** or call [ADD TFN].

If your address has changed, please update below:

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APPLY  
POSTAGE  
STAMP

Mizuno Data Incident  
c/o Atticus Administration  
PO Box 64053  
Saint Paul, MN 55164

<<BARCODE>>

***Freiburger v Mizuno USA, Inc.***  
Claims must be filed by [90 Days of Mailing]  
File online at [www.SettlementWebsite.com](http://www.SettlementWebsite.com)

Please check the box for each and every benefit you wish to claim. (**Note:** Claims for reimbursement of Ordinary Losses or Extraordinary Losses require supporting documentation and must be submitted online at [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or mailed to Atticus Administration with a separate Claim Form.)

You may select multiple benefits:

**Identity Theft Protection and Credit Monitoring**

Yes, I want to receive two years of one-bureau credit monitoring, including \$1,000,000 of fraud/identity theft insurance.

**Attested Lost Time**

I attest and affirm to the best of my knowledge and belief that I spent (1) (2) (3) (4) hours at \$15 an hour dealing with the Data Breach.

(Circle the number of hours spent)

**Alternative Cash Payment**

I attest and affirm to the best of my knowledge and belief that I am a Settlement Class Member and would like to claim the \$50.00 Alternative Cash Payment in lieu of Ordinary Losses, Extraordinary Losses or Lost Time.

I understand that unless I exclude myself from the Settlement I am bound by the terms and releases set forth in the Settlement and declare under penalty of perjury that the information provided is true and correct.

\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature <<Secondary ID>>

# EXHIBIT D

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

**KIMBERLY FREIBURGER**, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

**MIZUNO USA INC.**,

Defendant.

Case No. 25EV010647

**PRELIMINARY APPROVAL ORDER**

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiff and Mizuno USA Inc., ("Defendant"), with accompanying exhibits attached thereto (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.** For settlement purposes only and pursuant to Georgia Code Section 9-11-23(b)(3) and (e), the Court provisionally certifies a Settlement Class in this matter defined as follows:

all individuals to whom Defendant mailed notices that their private information was potentially compromised in the Data Incident discovered in November 2024.

---

<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.

The Settlement Class specifically excludes: (i) Defendant and Defendant's parents, subsidiaries, affiliates, directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representative and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representative has no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff Kimberly Freiburger should be appointed as the Settlement Class

Representative. The Court provisionally finds that the Settlement Class Representative is similarly situated to absent members of the Settlement Class and therefore typical of the Settlement Class and an adequate Settlement Class Representative. The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel under Georgia Code Section 9-11- 23(a)(4): Casondra R. Turner of Milberg Coleman Bryson Phillips Grossman, PLLC should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly the Settlement is preliminarily approved. In making this determination, the Court has considered the 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 evidence of collusion in the Settlement, the effectiveness of the proposed method for notifying and distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and the equitable treatment of the members of the Settlement Class under the Settlement.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Fulton County and Defendant conducts substantial business throughout Fulton County.

5. **Final Fairness Hearing.** A Final Fairness Hearing shall be held on \_\_\_\_\_, 2026, at \_\_\_\_\_ am/pm ET, where the Court will determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to O.C.G.A. § 9-11- 23(b)(3) and (e); (b) the Settlement should

be finally approved as fair, reasonable, and adequate pursuant to O.C.G.A. § 9-11- 23(e); (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of the Settlement Class Representative for a Service Award (the "Service Award Request") should be approved. Representative Plaintiff's Motion for Service Award Request and Fee Request shall be filed with the Court at least 14 days prior to the Opt-Out and Objection deadline. Plaintiff's Motion for Final Approval of the Settlement shall be filed with the Court at least 30 Days prior to the Final Fairness Hearing. By no later than 7 Days prior to the Final Fairness Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

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

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** satisfy the requirements of O.C.G.A. § 9-11- 23(c)(2) and (e), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits consistent with this Order may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise the Settlement Class of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and the Court concludes that the Notice Program meets all applicable requirements of law, including Georgia Code Section 9-11- 23(c) and (e), and the Due Process Clause(s) of the Georgia and United States Constitution. The Court further finds the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by the Settlement Class.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any member of the Settlement Class who wishes to be excluded from the Settlement must make the request in writing. To be considered valid, the request for exclusion must be postmarked or submitted online via the Settlement Website no later than sixty (60) days after the Notice Deadline and must: a) state the individual's full name, address, and telephone number; (b) contain the individual's personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the individual with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the individual's intent to be excluded from the Settlement Class.

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

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection to the Settlement Administrator postmarked via the Settlement Website no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) the objecting Settlement Class Member's original signature; (iii) 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); (iv) a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and; (vii) the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

11. Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object or to be heard at the Final Fairness Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the

Action.

The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement or the Judgment shall be pursuant to appeal under the Georgia Court of Appeals Rules and Georgia Supreme Court Rules and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to the Settlement Class in the manner specified in the Notice.

The Claims 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 requirement and procedures specified in the Notice and the Claim Form. If the 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 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 and of no force or effect if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Effective Date does not occur. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request all scheduled

Action deadlines be reasonably extended by the Court 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 Action 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 shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the propriety of certifying any class in the Action. Nor shall this Preliminary Approval Order be (i) construed or used as an admission, concession, or declaration by or against the Representative Plaintiff or any other member of the Settlement Class that his, her, or their claims lack merit or that the relief requested is inappropriate, improper, unavailable, or (ii) treated as a waiver by any Party of any defense or claims they may have in this Action 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 Claims 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 the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by members of the Settlement Class on a class or representative basis concerning the Released Claims are hereby enjoined and stayed pending the Final Fairness Hearing and the order issuing therefrom.

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

<u>Event</u>	<u>Deadline</u>
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within Thirty (30) Days Of Entry Of Preliminary Approval Order (“Notice Commencement Date”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least Fourteen (14) Days Prior To Opt-Out/ Objection Date Deadlines
Opt-Out/Objection Date Deadlines	Sixty (60) Days After Notice Commencement Date
Claims Administrator to Provide List of Opt-Outs to Counsel	Within Seven (7) Days After the Opt-Out Date
Claims Deadline	Ninety (90) Days After Notice Commencement Date
Motion For Final Approval To Be Filed By Class Counsel	At Least Thirty (30) Days Prior To Final Fairness Hearing
Final Fairness Hearing	No earlier than 120 days after the date on this order, on _____, 2026, at _____ am/pm

IT IS SO ORDERED

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Judge, Fulton County State Court

# **EXHIBIT E**

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

**KIMBERLY FREIBURGER**, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

**MIZUNO USA INC.**,

Defendant.

Case No. 25EV010647

**[PROPOSED] ORDER GRANTING PLAINTIFF’S  
UNOPPOSED MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

Before the Court is Plaintiff’s Motion requesting that the Court enter an Order Granting Final Approval of the Class Action Settlement involving Plaintiff Kimberly Freiburger (“Plaintiff” or “Class Representative”) and Defendant Mizuno USA Inc. (“Defendant”) as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval of the Settlement, 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 Final Approval Order and Judgment (defined as the “Judgment” in the Settlement Agreement).

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

**THE COURT** being required under O.C.G.A. § 9-11-23(e) 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;

**IT IS ON THIS** \_\_\_\_ day of \_\_\_\_\_, 2026,

**ORDERED** that:

The Settlement involves allegations in Plaintiff’s Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information of Settlement Class Members and that this alleged failure caused injuries to Plaintiff and the Settlement Class.

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

Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

On \_\_\_\_\_, 2026, the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a Settlement Class in this matter, including defining the Settlement Class, appointed Plaintiff as the Settlement Class Representative, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (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.

In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to O.C.G.A. §§ 9-11-23(b)(3) and 23(e), for settlement purposes only, the Court provisionally certified the Settlement Class, defined as follows:

all individuals to whom Defendant mailed notices that their private information was potentially compromised in the Data Incident discovered in November 2024.

The Settlement Class includes approximately 1,200 people.

The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to O.C.G.A. § 9-11-23(e), grants Final Approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the Settlement is fair, reasonable, and adequate and meets the requirements of O.C.G.A. § 9-11-23.

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

Notice of the Final Fairness Hearing, the proposed Motion for Attorneys' Fees, Costs, and Expenses, and the Proposed Service Award Payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

The Court finds the Notice ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

As of the final date of the Opt-Out Period, \_\_\_ (X) potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in the Settlement Administrator's Declaration in Support of the Final Approval Motion. Such persons are not bound by this Final Approval Order and Judgment, as set forth in the Settlement Agreement.

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 Fairness Hearing, all other papers and documents comprising the record herein, including any written objections to the Settlement, and all oral arguments presented to the Court.

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

Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members release the Released Claims against Defendant and all Released Persons and Released Entities, as defined in the Settlement Agreement and as the set forth in the Settlement Agreement, including as follows:

Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for

enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based on the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

The Court also grants Plaintiff's Motion for Attorneys' Fees, Expenses, and Service Awards, and awards \$122,500 in combined attorneys' fees and expenses, and a \$2500 Service Award to the Class Representative.

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

In accordance with O.C.G.A. § 9-11-23, this Final Approval Order and Judgment resolves all claims against all Parties in this Action and is a Final Order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Done and ordered this \_\_\_\_ day of \_\_\_\_\_, 2026.

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The Honorable  
Judge, State Court of Fulton County, Georgia