

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

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 on June 4, 2026, 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 HEREBY 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 February 13, 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, no potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement..

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, 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 and CLOSE this matter.

Done and ordered this 9th day of June, 2026.


The Honorable Patsy Y. Porter
Judge, State Court of Fulton County, Georgia