

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.

PLEASE READ THIS NOTICE CAREFULLY

TO: ALL PERSONS WHO WERE NOTIFIED BY ACUITY BRANDS, INC. (“ACUITY”) THAT THEIR PERSONALLY IDENTIFIABLE INFORMATION WAS POTENTIALLY COMPROMISED IN CYBERATTACKS PERPETRATED BY UNKNOWN THIRD-PARTIES AGAINST ACUITY IN OR AROUND OCTOBER 2020 AND DECEMBER 2021 (“COLLECTIVELY, THE “CYBERATTACKS”), REFERRED TO HEREIN AS THE “SETTLEMENT CLASS”;

A proposed Settlement has been reached in the class-action lawsuit, *Melissa Stark, et al. v. Acuity Brands, Inc.*, Civil Action No. 23EV006179 in the State Court of Fulton County, Georgia. The lawsuit asserted claims against Acuity arising out of the Cyberattacks.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	You must submit a valid claim form to receive credit-monitoring services from the Settlement and reimbursement for unreimbursed expenses and losses.	Postmarked no later than May 17, 2024
DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ including Acuity over the claims resolved in the Settlement.	N/A
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.	Postmarked no later than April 17, 2024
OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.	Postmarked no later than April 17, 2024

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting www.AcuityDataSettlement.com or by calling 1-888-406-4983

¹ The Released Parties are Acuity and all of its agents, predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers for all claims and causes of action pleaded or that could have been pleaded that are related in any way to the activities stemming from the Cyberattacks.

FURTHER INFORMATION ABOUT THIS NOTICE AND THE LAWSUIT

1. WHY WAS THIS NOTICE ISSUED?

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action lawsuit *Melissa Stark, et al. v. Acuity Brands Inc.* Civil Action No. 23EV006179 in the State Court of Fulton County, Georgia (the "Lawsuit"). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit is a proposed class action lawsuit brought on behalf of all persons whose personally identifiable information was potentially compromised as a result of the Cyberattacks against Acuity in or around October 2020 and December 2021 and who were sent written notices of the Cyberattacks by Acuity.

3. WHY IS THE LAWSUIT A CLASS ACTION?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the "class" and each individually is a "class member." There are three Plaintiffs (or Class Representatives) in this case: Melissa Stark, Andrew Smith, and Mackenzie Fairfield.

4. WHY IS THERE A SETTLEMENT?

The Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. 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 Acuity'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 claims will receive benefits from the Settlement. The Settlement does not mean that Acuity did anything wrong, or that the Plaintiffs and/or the Settlement Class would, or would not, win the case if it were to go to trial.

TERMS OF THE PROPOSED SETTLEMENT

5. WHO IS IN THE SETTLEMENT CLASS?

The Settlement Class is defined as all persons Acuity Brands, Inc. identified as being among those individuals impacted by the Data Breach, including all who were sent a notice of the Data Breach.

Excluded from the Settlement Class are: (a) Acuity's officers and directors; (b) any entity in which Acuity has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Acuity. Also excluded are members of the judiciary to whom this case is assigned, their families and members of their staff.

6. WHAT ARE THE SETTLEMENT BENEFITS?

Identity Protection and Credit Monitoring Services

The proposed Settlement provides three years of credit monitoring service free of charge to Settlement Class Members who submit a valid Claim Form.

Compensation for Unreimbursed Ordinary Expenses and Extraordinary Losses

The Settlement also provides compensation for the following unreimbursed out-of-pocket expenses, up to a total of \$500 per member of the Settlement Class:

1. Out-of-pocket expenses incurred as a result of the Cyberattacks, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased in or after December 2021 through **January 18, 2024**; and
3. Up to 6 hours of lost time at a rate of \$17.50 per hour for time spent dealing with the Cyberattacks. Class members may submit claims for up to the first four (4) hours of lost time with an attestation that they spent the claimed time responding to issues raised by the Cyberattacks. Class members may also submit claims for an additional two (2) hours, totaling six hours, that is supported by reasonable documentation. Such documentation may not be self-prepared.

The Settlement further provides compensation for the following unreimbursed extraordinary losses, up to a total of \$3,500 per member of the Settlement Class:

1. Monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the Cyberattacks.

Compensation for such expenses and losses (except for lost time), shall be paid only if:²

1. The loss is an actual, documented, and unreimbursed monetary loss;
2. The loss was more likely than not caused by the Cyberattacks;
3. The loss occurred between December 2021 and **May 17, 2024**;
4. The loss is not already covered by one or more of the normal reimbursement categories;
5. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
6. Documentation of the claimed losses is not "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

New Practices

Acuity has implemented improvements, and plans for future implementations, to improve its cybersecurity since the Cyberattacks.

²Compensation for lost time requires an attestation that any claimed lost time was spent related to the Cyberattacks between December 2021 and the **May 17, 2024**.

7. WHAT CLAIMS ARE SETTLEMENT CLASS MEMBERS GIVING UP UNDER THE SETTLEMENT?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release ("Settlement Agreement"), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.AcuityDataSettlement.com.

YOUR OPTIONS AS A SETTLEMENT CLASS MEMBER

8. 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. However, if you want three years of credit monitoring and/or to request compensation for unreimbursed expenses and losses, you **must** complete and submit a Claim Form postmarked or submitted online by **May 17, 2024**. You may download or submit a Claim Form at www.AcuityDataSettlement.com.

If you do not want to give up your right to sue the Released Parties about the Cyberattacks or the issues raised in this case, you must exclude yourself (or "opt out") from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Court. (*See* Question 20 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or identity theft protection and credit monitoring services.

9. WHAT HAPPENS IF I DO NOTHING?

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

10. HOW DO I SUBMIT A CLAIM?

You may complete the Claim Form online at www.AcuityDataSettlement.com. You may also obtain a Claim Form by downloading it at www.AcuityDataSettlement.com or by calling the claims administrator at 1-888-406-4983. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically to info@AcuityDataSettlement.com or mail them to:

Acuity Data Settlement
ATTN: CLAIM FORM
P.O. Box 25226
Santa Ana, CA 92799

11. 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 timely provide all required information will invalidate a claim and it will not be paid.

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You must make a signed written request that (i) clearly states that you wish to exclude yourself from the Settlement Class in this Lawsuit, and (ii) include your name, address and phone number. You must send your request by **April 17, 2024** to this address:

Acuity Data Settlement
ATTN: EXCLUSIONS
P.O. Box 25226
Santa Ana, CA 92799

13. IF I EXCLUDE MYSELF, CAN I RECEIVE A BENEFIT FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in this Lawsuit.

14. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE RELEASED PARTIES FOR THE CYBERATTACKS LATER?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must 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 a benefit from this Settlement.

15. HOW DO I OBJECT TO THE SETTLEMENT?

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and Acuity's Counsel.

Court	Class Counsel	Acuity's Counsel
Clerk's Office State Court of Fulton County 185 Central Ave SW, Atlanta, GA 30303	David Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 5335 Wisconsin Avenue NW, Suite 440 Washington, D.C. 20015	Christopher G. Dean MCDONALD HOPKINS LLC 600 Superior Avenue Suite 2100 Cleveland, OH 44114

Objections must be filed or postmarked no later than **April 17, 2024**.

To be considered by the Court, your objection must include: (a) the title of the case; (b) your name, address, and telephone number; (c) all legal and factual bases for your objection; and (d) copies of any documents that you want the Court to consider.

Should you wish to appear at the Final Approval Hearing, you must so state, and must identify any documents or witnesses you intend to call on your behalf.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

COURT APPROVAL OF THE SETTLEMENT

16. HOW, WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **May 21, 2024, at 9:30 A.M.**, at 185 Central Ave SW, Atlanta, GA 30303. At the Final Approval 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 have properly requested to speak at the hearing. The Court may also consider Plaintiff's request for attorneys' fees and costs, and Plaintiff's request for service awards for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check this website to confirm the schedule if you wish to attend.

17. DO I HAVE TO ATTEND THE HEARING?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

18. 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. We do not know how long this process may take.

19. WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?

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

LAWYERS FOR THE SETTLEMENT CLASS

20. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has appointed the following Class Counsel to represent the Settlement Class Members in this Lawsuit:

David Lietz

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC

5335 Wisconsin Avenue NW, Suite 440

Washington, D.C. 20015

Nicholas A. Migliaccio

MIGLIACCIO & RATHOD LLP

412 H Street, N.E., Suite 302

Washington, D.C. 20002

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Acuity, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

21. HOW WILL THE LAWYERS FOR THE SETTLEMENT CLASS BE PAID?

Plaintiff will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of \$235,000 inclusive of any costs and expenses of the Litigation (the "Class Counsel Payment").

Plaintiff will also seek an order from the Court requesting that Service Awards in the amount of \$2,500 be awarded to each of the Representative Plaintiffs for their time and effort expended on behalf of the Settlement Class in the Litigation.

If the Court awards the Class Counsel Payment or the Service Award described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, or Plaintiff.

22. WHO REPRESENTS ACUITY IN THE LAWSUIT?

Acuity is represented by the following lawyers:

Christopher G. Dean

MCDONALD HOPKINS LLC

600 Superior Avenue

Suite 2100

Cleveland, OH 44114

GETTING MORE INFORMATION

23. WHAT IF I WANT FURTHER INFORMATION OR HAVE QUESTIONS?

You may also contact the Claims Administrator by mail, email or phone:

Mail:
Acuity Data Settlement
P.O. Box 25226
Santa Ana, CA 92799

Email:
info@AcuityDataSettlement.com

Phone:
888-406-4983

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