

WHEREAS, on January 25, 2023, Plaintiffs Andrew Smith (“**Smith**”) and Mackenzie Fairfield (“**Fairfield**”) filed a putative class action in the U.S. District Court for the Northern District of Georgia, alleging that Defendant failed to adequately safeguard the private information of individuals saved in Defendant’s systems. Smith and Fairfield and the putative class sought monetary and equitable relief;

WHEREAS, on March 3, 2023, by agreement among the parties, the two aforementioned cases were consolidated

WHEREAS, Defendant denies any wrongdoing and liability in connection with the Cyberattacks and maintains that it complied with all applicable law, and investigated and strongly considered moving to dismiss the aforementioned actions;

WHEREAS, before incurring the expense of a motion to dismiss, the Parties agreed to discuss a potential resolution of this matter;

WHEREAS, on June 16, 2023, in furtherance of those discussions and for venue-related reasons, Plaintiffs dismissed the consolidated action from the federal court;

WHEREAS, after multiple months of negotiation, the exchange of proposed term sheets, and numerous phone calls, the Parties agreed to the terms of a settlement, desiring to resolve any claims related to the Cyberattacks rather than continue litigating the matter;

WHEREAS, on September 28, 2023, Plaintiffs filed the above-captioned putative class action (the “**Lawsuit**”) in the State Court of Fulton County, Georgia.

WHEREAS, Plaintiffs and their counsel believe strongly in the merits of their claims and ability to move forward in this litigation, however, in consideration of all the circumstances, including the significant risks and costs associated with protracted litigation, and after prolonged and serious arm’s-length settlement negotiations with Defendant, the proposed settlement

embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all Members of the Settlement Class;

WHEREAS, Defendant indicated its intent to contest every claim in the Lawsuit and maintains that it has consistently acted in accordance with governing laws, but and after prolonged and serious arm's-length settlement negotiations with Plaintiffs' counsel and considering the expenses that would be necessary to defend the Lawsuit and the benefits of a final resolution of the Lawsuit, concluded that it is in its best interests to settle the Lawsuit on the terms and conditions in the Settlement Agreement;

WHEREAS, the Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Lawsuit fully, finally, and forever on behalf of the Settlement Class and for the Released Claims in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Lawsuit and upon final approval of the Court;

WHEREAS, based on their evaluation of the facts and the law, Plaintiffs and their counsel (hereinafter "**Class Counsel**") have agreed to settle the Lawsuit after considering such factors as: (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Plaintiffs and the Settlement Class now, rather than later (or not at all);

WHEREAS, Plaintiffs and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit; and

WHEREAS, Defendant and its counsel have made similar determinations, and, while denying wrongdoing, Defendant enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the disruption of its business operations.

CERTIFICATION OF SETTLEMENT CLASSES

1. 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) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. The Settlement Class may include 37,000 individuals (each, a “Settlement Class Member”).

2. Certification of Settlement Class: Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only. Defendant agrees not to object to this request without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 20) does not occur.

RELIEF TO THE SETTLEMENT CLASS

3. Relief to the Settlement Class: If the proposed settlement receives final approval, Defendant will provide benefits to the Settlement Class Members as follows:

A. Compensation for Out-of-Pocket Losses and Lost Time: Defendant will agree to make available the following compensation to Settlement Class Members who submit valid and timely claim forms (each, a “**Claimant**”), a copy of which is attached as Exhibit A.

i. *Compensation for Ordinary Losses*: Defendant will provide compensation for unreimbursed losses, up to a total of \$500.00 per person, upon a submission of a claim and supporting documentation, such as the following losses:

(a) *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.

(b) *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between December 2021 and the date of the close of the Claims Period.

(c) *Up to 6 hours of lost time*, as described below, at \$17.50/hour for time spent dealing with the Cyberattacks. Class Members may submit claims for up to the first 4 hours of lost time with an attestation that they spent the claimed time responding to issues raised by the Cyberattacks and a check-the-box selection from an array of options describing how that time was spent. Class members may submit claims for up to an additional 2 hours of documented time (also at \$17.50/hour) that is supported by reasonable documentation. Such documentation may not be self-prepared.¹

¹ Claims for lost time are included within the \$500.00 cap on ordinary losses.

- ii. *Compensation for Extraordinary Losses:* Defendant will provide up to \$3,500.00 in compensation to each Claimant for proven monetary loss if:
 - (a) The loss is an actual and documented monetary loss that the Claimant affirms has not been reimbursed;
 - (b) The loss was more likely than not caused by the Cyberattacks;
 - (c) The loss occurred during a specified time period; and
 - (d) The loss is not already covered by one or more of the normal reimbursement categories.
- iii. *Credit Monitoring:* Defendant will pay for additional credit monitoring services as follows: All Settlement Class Members shall be offered a three-year membership of 1B credit monitoring with at least \$1 million in fraud protection.

B. Claims for monetary losses and lost time will be subject to review for completeness, plausibility, and reasonable traceability to the Cyberattacks by the Claims Administrator. Settlement Class Members will have the opportunity to cure deficiencies and seek review by a third-party claims referee at Defendant's expense if they dispute the Claims Administrator's initial determination (as described in Paragraph 11(D)).

- C. Compensation for the losses described in Paragraph 3(A) shall be paid only if:
 - i. The loss is an actual, documented, and unreimbursed monetary loss;
 - ii. It is determined by the Claims Administrator, or in the course of the appeals process, that the loss was more likely than not caused by the Cyberattacks;
 - iii. The loss occurred in or after December 2021; and
 - iv. Documentation of the claimed losses is not "self-prepared." Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive

reimbursement. Claimants must submit reasonable documentation in support of their claim for out-of-pocket losses, to be evaluated by the Claims Administrator.

D. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

4. Settlement Administration Fees: Defendant will pay the entirety of the settlement administration fees, including the cost of notice. These amounts will be paid separate from any monetary or credit monitoring benefits to Settlement Class Members, and the payment of these amounts will not diminish the relief to the Settlement Class Members in any way.

5. Settlement Administration Process: Once a Claims Administrator is mutually agreed to by the parties and after the settlement is preliminarily approved by the Court, the Claims Administrator will provide notice in a manner mutually agreed upon by the parties, and which will consist of direct mail by single postcard.

After the Court enters an order finally approving the Settlement, the Claims Administrator shall provide the requested relief to all Settlement Class Members that made a valid claim, subject to the individual caps on settlement class payout set forth in Paragraph 3 above.

6. Claims Period: The Parties agree that the period for filing claims will be set at a date certain at no more than 90 days from the date that notice is mailed to the Settlement Class (the “Claims Period”).

7. Proof of Class Membership: As proof of class membership, any Settlement Class Members filing a claim must submit the unique identifier provided by the Claims Administrator.

8. Claims Payments:

A. Payments: Any payments will either be mailed to Settlement Class Members, at the address to which Notice was provided or to an address provided by the Settlement Class Member

at the time of their claim submission, or transmitted through an electronic payment method selected by the Class Member within 30 days following the Effective Date upon submission of a valid Claim Form and after Defendant's or the Claims Administrator's confirmation through review of Defendant's records that the Settlement Subclass Member is entitled to relief, or the Claims Administrator's confirmation through review of the Settlement Subclass Member's submission of sufficient documentation demonstrating an entitlement to relief under the settlement whichever is later.

B. Returned Checks: If a check is returned as undeliverable, the Claims Administrator will re-mail the check if a forwarding address is provided. If a forwarding address is not provided, or if the check is re-mailed and returned, the check will be cancelled, and Defendant will have no further obligation to attempt to make a payment to that Settlement Class Member.

C. Uncashed/Cancelled Checks: Checks shall be valid for at least 120 days from the date of issue. Upon request, Defendant or the Claims Administrator will provide Class Counsel with a report on uncashed or cancelled checks.

D. Residual Funds: All residual funds remaining in any account maintained by the Claims Administrator for purposes of administering this settlement shall revert back to, and be the property of, Defendant and/or its insurers at the conclusion of the settlement administration process. Such funds shall be transferred back to Defendant or its insurers within 10 business days of the close of the settlement administration period pursuant to wire instructions to be provided by counsel for Defendant.

9. Attorney's Fees and Service Award:

A. Attorney's Fees: Defendant agrees not to oppose an application by Plaintiffs' counsel on an award of attorneys' fees and litigation costs not to exceed \$235,000. Class Counsel

and Plaintiffs agree not to seek or accept a Class Counsel Payment greater than \$235,000. Class Counsel will petition for approval of the Class Counsel Payment at least 14 days before the deadline for Settlement Class Members to exclude themselves or object, or any other deadline set by the Court. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$235,000. Defendant shall pay the attorneys' fee award in addition to any benefits provided to Settlement Class Members and the cost of settlement administration. This amount was negotiated after the primary terms of the settlement were negotiated.

The Court's consideration of the Class Counsel Payment shall be separate from its consideration of the Settlement Agreement, and the Court's approval of the settlement shall not be contingent upon an attorneys' fees or cost award at all or in any particular amount. If the Court reduces or disapproves Class Counsel's request for an award of attorneys' fees or costs, that will not be grounds to terminate the settlement.

The Court-approved Class Counsel Payment will not affect any benefits provided to Settlement Class Members or Plaintiffs, and will be paid separate and apart from any other sums agreed to under this Settlement Agreement. Defendant will pay, or cause to be paid, the Court-approved Class Counsel Payment within 30 days of the Effective Date by wire transfer to the attorney trust account of Class Counsel so long as the necessary documentation is provided by Class Counsel. Defendant's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds by Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-approved Class Counsel Payment among Class Counsel or others. Defendant will have no responsibility or liability in connection with the allocation of the Court-approved Class Counsel Payment, or for any tax obligations or payments associated with the Class Counsel Payment. Class

Counsel will bear all liability, and Defendant will bear no liability (beyond the Court-approved Class Counsel Payment itself), in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiffs, any Settlement Class Member, or Class Counsel in connection with the Lawsuit and this settlement.

Except for the Court-approved Class Counsel Payment, the Parties will be responsible for their respective fees, costs, and expenses incurred in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

B. Service Award to Named Plaintiffs: The named Plaintiffs shall seek, and Defendant agrees to pay, a service award of up to \$2,500 per Plaintiff, subject to Court approval (the “Service Award”). This service award shall be separate and apart from any other sums agreed under this Settlement Term Sheet. Class Counsel and Plaintiffs agree not to seek or accept a Service Award greater than \$2,500.

Class Counsel will petition for approval of the Service Award at least 14 days before the opt-out or objection deadline, or any other deadline set by the Court. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$2,500 total. The Court-approved Service Award will not affect any benefit provided to Class Members, including Plaintiffs. Defendant will pay, or cause to be paid, the Court-approved Service Award within 30 days of the Effective Date by check payable to Milberg Coleman Bryson Phillips Grossman, PLLC IOLTA Account, or by wire transfer pursuant to wire instructions provided by Class Counsel. Defendant’s obligation for payment of any Court-approved Service Award will be fully satisfied upon receipt of the check or wire transfer by Class Counsel. Plaintiffs will bear all liability (beyond the Court-approved Service Award payment itself), and Defendant will bear no liability, for

payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement Agreement.

10. New Practices: Defendant agrees to implement and keep in place the following (or better) security-related measures through June 30, 2025:

- A. Conduct penetration testing through an established third party IT security vendor at least annually to check for exploitable vulnerabilities;
- B. Provide periodic data security training to employees, including directions about how to handle suspicious communications and documents, and encouraging personnel to report any concerns about Defendant's information security systems;
- C. Conduct phishing testing at least twice per year, with such testing to include sending mock phishing emails to employees to help them identify malicious emails and links;
- D. Ensure and maintain anti-malware on all servers with monitoring, reporting, and alerts for malware;
- E. Implement a data deletion policy for data not reasonably necessary for services;
- F. Multi-factor authentication for remote (off-premises) login to all accounts containing PII;
- G. Ensure and maintain strict access controls are maintained with respect to any Settlement Class Member PII;
- H. Perform a security assessment for the organization based on the National Institute of Standards and Technology Cybersecurity Framework ("NIST CSF") and ensure compliance with the NIST CSF;
- I. Implement and utilize Security Information and Event Management ("SIEM") tool to assist in identifying cyber-attacks;
- J. Implement and utilize a program to provide prompt and specific notice of any future breaches of PII consistent with applicable federal and state laws and regulations; and
- K. Establish a protocol that includes advising the CEO, CFO, and other executive officers at least annually in writing of the budget and requests by the CIO for upgrading and maintaining the data security program.

Defendant agrees to provide a sworn declaration attesting that the foregoing security-related measures have been implemented. Costs associated with these business practice commitments will be paid by Defendant separate and apart from other settlement benefits.

SETTLEMENT ADMINISTRATION

11. Claims and Settlement Administration:

A. Claims Administrator. The Parties have selected Simpluris as the third-party claims administrator (“Claims Administrator”) to provide notice of the settlement to the Settlement Class and otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including: (1) providing notification of the proposed settlement to the same population as Defendant’s pre-Lawsuit cybersecurity incident notification in a manner mutually agreeable to the Parties, which may include direct mail notification; (2) creating and hosting a website, publicly accessible through the end of the Claims Period, dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the settlement, and the Settlement Agreement, including the “Short Form Notices” and “Long Form Notice” of the settlement (attached hereto as Exhibits B and C, respectively), and offering Settlement Class Members the ability to submit claims and supporting documentation for relief; (3) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (4) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (5) processing requests for exclusion from Settlement Class Members; and (6) any other provision of the Settlement Agreement that relates to the settlement and settlement administration. Upon reasonable notice, the Claims Administrator and Defendant will make available for inspection by Class Counsel such information as reasonably

necessary for Class Counsel to confirm that the Claims Administrator and Defendant have complied with the settlement administration aspects of the Settlement.

B. Review and Assistance. Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties' respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Settlement Class.

C. Cost of Settlement Administration. Defendant will be responsible for the cost of settlement administration, including the payment of the Claims Administrator. The cost of settlement administration will not affect any benefit provided to Settlement Class Members, including Plaintiffs. Except for the Court-approved Class Counsel Payment and Court-approved Service Award, Defendant will not be responsible for, and will not pay, any additional costs or fees incurred by Plaintiffs or Class Counsel with respect to the negotiation, implementation, or settlement administration, or any costs incurred by any Settlement Class Member in connection with participating in, opting out of, or objecting to the settlement.

D. Dispute Resolution.

- i. 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 Settlement Class Claim Form, including any documentation that may be necessary to reasonably support the losses and/or reimbursements described in Paragraph 3; and (3) the information submitted could lead a reasonable person to conclude that more likely than not that the Claimant has suffered the claimed losses as a result of the Cyberattacks. The Claims

Administrator may, within sixty (60) days of the Claims Deadline, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, documentation requested on the Settlement Class Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will deem those claims invalid.

- ii. Upon receipt of an incomplete or unsigned Settlement Class Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request via email or US Mail additional information (“**Claim Supplementation**”) and give the Claimant 21 days from the date the request is sent to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within 30 days of receipt of such Settlement Class Claim Form or Subclass Claim Form or 30 days from the Claims Deadline, whichever comes later. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.
- iii. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have 10 days to accept, in whole or lesser amount, or 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 Claims Administrator determines that such a claim is not facially valid because the Claimant has not provided all information

needed to complete the Settlement Class Claim Form or Subclass Claim Form and enable the Claims Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action. If the claim is rejected in whole or in part for other reasons, then the claim may be referred to the claims referee, who shall be selected by mutual agreement of the Parties should the need arise for said selection.

- iv. Claimants shall have 30 days from receipt of any offer of payment from the Claims Administrator to accept or reject the offer. If a Claimant rejects an offer from the Claims Administrator, the Claims Administrator shall have 15 days to reconsider its offered amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within 30 days of it being made, then the dispute may be submitted to the claims referee within 10 days from the date by which the Claimant was required to approve the final determination.
- v. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within 15 days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within 30 days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Cyberattacks. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable.

Any Claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within 30 days of the latter of the following events: its receipt of the submitted dispute or its receipt of all supplemental information requested.

12. No Other Financial Obligations on Defendant: Defendant will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement.

RELEASE

13. Release:

A. As of the Effective Date, the relief stated above will be provided to the defined group of Settlement Class Members as consideration for a general release of Defendant 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 (the “Released Claims”).

B. Plaintiffs and the Settlement Class Members agree that all federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiffs and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different

from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiffs and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

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.

14. No Release of Unrelated Claims: Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Cyberattacks.

SETTLEMENT APPROVAL PROCESS

15. Preliminary Approval Order: As soon as practicable after the execution of the Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court, and Plaintiffs will file a motion for preliminary approval of the settlement, requesting entry of a preliminary approval order, which:

- A. Preliminarily approves the Settlement Agreement;
- B. Certifies the Settlement Class for settlement purposes pursuant to Paragraph 2;
- C. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class Members;
- D. Appoints the Claims Administrator in accordance with Paragraph 11;
- E. Approves the notice program (as described *infra*) and directs the Claims Administrator and Defendant to provide notice to Settlement Class Members in accordance with said notice program;

F. Approves the Short Form Notice to be mailed to Settlement Class Members and the Long Form Notice;

G. Approves the Settlement Class Claim Form and Subclass Claim Form and directs the Claims Administrator to conduct Settlement Administration in accordance with the provisions of the Settlement Agreement;

H. Approves the Exclusion, *e.g.*, opt-out, and Objection procedures outlined in the Settlement Agreement;

I. Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

J. Appoints Plaintiffs as the Settlement Class Representatives;

K. Appoints Milberg Coleman Bryson Phillips Grossman, PLLC and Migliaccio & Rathod LLP as Settlement Class Counsel; and

L. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of the Settlement Agreement.

A copy of the proposed Preliminary Approval Order is attached as Exhibit D. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement, the Settlement Agreement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Lawsuit as if the settlement had not occurred.

16. Class Notice: By no later than 30 days following entry of the Preliminary Approval Order (the “**Notice Completion Deadline**”), the Claims Administrator will notify Settlement Class Members of the settlement with the Short Form Notice sent by U.S. mail. The Notice of Proposed Settlement (the “**Class Notice**”) will advise that Settlement Class Members have 90 days from the date that the Class Notice is sent to submit a claim (the “**Claims Deadline**”). Before mailing the

notice, the Claims Administrator will update the Settlement Class Member's address through a reliable service of the Claims Administrator's choosing that is consistent with its customary business practices. If a notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one additional time to the new address. For those notices returned to the Claims Administrator as undeliverable with no forwarding address, the Claims Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address and, where such an address is found, will re-mail the notice to the updated address.

17. Right of Exclusion: Settlement Class Members who submit a timely, written request for exclusion from the Settlement Class will be excluded from the Settlement Class. A request for exclusion must be in writing and signed by the Settlement Class Member, and the written request must state the name, address, and phone number of the person seeking exclusion. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than 60 days from the date the Class Notice is issued, or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member. A Settlement Class Member who submits a valid Settlement Class Claim Form or Subclass Claim Form is not eligible for exclusion, and any subsequent request for exclusion will be invalid. All persons who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the 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 described in this Paragraph shall be bound by the terms of the Settlement Agreement. Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court.

18. Right to Object: Any Settlement Class Member who objects to the settlement may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member 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 Georgia Rules of Appellate Procedure and not through a collateral attack.

19. Final Approval Hearing: At the time of the submission of the Settlement Agreement to the Court for preliminary approval, the Parties shall request that the Court hold a hearing on final approval of the settlement (the “**Final Approval Hearing**”) at least 120 days after entry of the Preliminary Approval Order.

20. Motion for Final Approval: At least 14 days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for final approval of the Settlement Agreement.

21. Final Judgment and Order: At the Final Approval Hearing, the Parties will ask the Court to enter final judgment (the “**Final Judgment and Order**”). A copy of the proposed Final Judgment and Order is attached as Exhibit E.

22. Finality of Judgment: The Final Judgment and Order will be deemed final, and the “**Effective Date**” will occur: (a) 35 days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in the Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

MISCELLANEOUS PROVISIONS

23. Right to Terminate Settlement: If more than 100 of the Settlement Class Members opt out of the Settlement Class, Defendant shall have the right, but not the obligation, to terminate the Settlement Agreement. If Defendant opts to terminate the settlement agreement, the Parties shall return to their respective positions immediately prior to entering into the Settlement Agreement and the Parties’ settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiff in any manner.

24. Integration and Drafting: The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm's length. It sets forth the entire agreement among the Parties.

25. Amendment, Court Approval, Extensions: The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than 30 days must be approved by the Court.

26. Construction: The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

27. Integration of Exhibits: The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

28. Counterparts: The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

29. Advice of Counsel: The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

30. No Evidence, No Admission: In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the

Settlement Agreement nor any related negotiations will be offered or received as evidence, or as an admission or concession, by any person of any matter, including, but not limited to, any alleged wrongdoing on the part of Defendant or the appropriateness of certification of any class.

31. Tax Consequences: Defendant gives no opinion as to the tax consequences of the settlement to Settlement Class Members or anyone else. Each Settlement Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the Settlement Class Member or other person. Defendant and Class Counsel will act as they determine are required by the Internal Revenue Code in reporting any settlement benefit provided or attorneys' fees or costs received pursuant to the Settlement Agreement.

32. Cooperation in Effecting Settlement: The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement.

33. Publicity: The Parties may issue a joint statement/press release if they mutually agree to do so. The Parties reserve their right to rebut, in a matter that such Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. Notwithstanding the foregoing, the Parties may include on their websites or provide to Settlement Class Members the notice and any signed orders from the Court regarding the settlement and may respond to inquiries from Settlement Class Members regarding the substance of the settlement; provided however, that such responses shall in no way be disparaging to a Party. Defendant may, at its sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity. Nothing herein

shall limit the ability of counsel for the Parties to make public statements about the settlement that accurately reflect material stated in public filings.

34. Authority to Execute Agreement: Each person executing the Settlement Agreement represents that he or she is authorized to execute it.

35. No Assignment: The Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

36. Successors and Assigns: This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

37. Jurisdiction: The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

38. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard for its choice-of-law rules.

MELISSA STARK



Signature

12/01/2023

Date

ANDREW SMITH



Andrew Smith (Dec 4, 2023 13:19 CST)

Signature

12/04/2023

Date

MACKENZIE FAIRFIELD



Mackenzie Fairfield (Dec 5, 2023 12:33 EST)

Signature

12/05/2023

Date

Approved as to form:

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
Attorneys for Plaintiffs



David K. Lietz

12/01/2023

Date

ACUITY BRANDS, INC.



Signature

SVP, Chief Financial Officer

Title

December 1, 2023

Date

MCDONALD HOPKINS LLC
Attorney for Acuity Brands, Inc.



Christopher G. Dean

December 1, 2023

Date

MIGLIACCIO & RATHOD, LLP

Attorneys for Plaintiffs

Jason Rathod

Jason S. Rathod

11/29/2023

Date

EXHIBIT A

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

**CLAIM FORM FOR ACUITY BRANDS, INC.
DATA SECURITY SETTLEMENT**

ACUITY

Melissa Stark, et al. v. Acuity Brands, Inc.
Case No. _____

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS
TO MAKE A CLAIM FOR IDENTITY THEFT PROTECTION AND CREDIT MONITORING
SERVICES AND/OR COMPENSATION FOR UNREIMBURSED LOSSES**

GENERAL INSTRUCTIONS

If you were notified by Acuity Brands, Inc. (“Acuity”) that your personal information was potentially compromised in the cyberattacks against Acuity (the “Cyberattacks”), you are a member of the Settlement Class and eligible to complete this Claim Form to request three years of identity protection and credit monitoring service free of charge, compensation for unreimbursed out-of-pocket expenses up to a total of \$500 (“Ordinary Losses”), and compensation for unreimbursed monetary losses up to a total of \$3,500 (“Extraordinary Losses”).

Ordinary Losses include the following:

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 on or after the date on which the Settlement Class Member received written notice of the Cyberattacks through **{the preliminary approval date}**; and
3. Up to 6 hours of lost time at a rate of \$17.50 per hour if at least one full hour was spent dealing with the Cyberattacks.

Extraordinary Losses include the following:

1. Compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Cyberattacks.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Cyberattacks;
- The loss occurred between December 2021 and **{the close of the claims period}**;
- You 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
- Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically *via* the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

**CLAIM FORM FOR ACUITY BRANDS, INC.
DATA SECURITY SETTLEMENT**

ACUITY

Melissa Stark, et al. v. Acuity Brands, Inc.
Case No. _____

Acuity Claims Administrator
Administrator mailing address

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

Street Address

City

State

Zip Code

Email Address

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

- ☐ Check this box to certify that you are or were an employee of Acuity or a family member of a such an employee before December 2021.

Enter the Claim ID Number provided on your Notice:

Claim ID Number

Social Security Number (last four digits only)

III. IDENTITY THEFT PROTECTION

- ☐ Check this box if you wish to receive three (3) years of free identity protection and credit monitoring service.

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

CLAIM FORM FOR ACUITY BRANDS, INC.
DATA SECURITY SETTLEMENT

ACUITY

Melissa Stark, et al. v. Acuity Brands, Inc.

Case No. _____

IV. ORDINARY LOSSES

All members of the Settlement Class who submit a Valid Claim using this Claim Form are eligible for reimbursement of the following **documented** out-of-pocket expenses, not to exceed \$500 per member of the Settlement Class, that were incurred as a result of the Cyberattacks:

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss																											
<input type="radio"/> 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.	<table><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								\$ <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>									.		
		/			/																								
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Examples of Supporting Documentation: <i>Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e., police station, IRS office), indication of why you traveled there (i.e., police report or letter from IRS re: falsified tax return) and number of miles you traveled.</i>																													
<input type="radio"/> Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after December 2021 through {the preliminary approval date} .	<table><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								\$ <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>									.		
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Examples of Supporting Documentation: <i>Receipts or account statements reflecting purchases made for Credit Monitoring or Identity Theft Insurance Services.</i>																													

V. COMPENSATION FOR LOST TIME

All members of the Settlement Subclass who have spent time dealing with the Cyberattacks may claim up to six (6) hours for lost time at a rate of \$17.50 per hour. Class members may submit a claim for up to the first four (4) hours with an attestation confirming that he/she spent the claimed time responding to issues raised by the Cyberattacks (see next page). Class members may also submit a claim for two (2) additional hours, totaling six hours, if this additional claim is supported by documentation. Such documentation may not be self-prepared. Any payment for lost time is included in the \$500 cap per Settlement Class member (no documentation is required).

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

CLAIM FORM FOR ACUITY BRANDS, INC.
DATA SECURITY SETTLEMENT

ACUITY

Melissa Stark, et al. v. Acuity Brands, Inc.
Case No. _____

Hours claimed (up to 6):

☐ 1 Hour (\$17.50) ☐ 2 Hours (\$35) ☐ 3 Hours (\$52.50) ☐ 4 Hours (\$70)

No documentation is required for up to four hours of Lost Time. However, you must attest to any time claimed by checking the Attestation below.

☐ 5 Hours (\$87.50) ☐ 6 Hours (\$105)¹

Supporting documentation: Please identify and describe all supporting documents that you have attached to this claims form in support of your request for reimbursement of lost time in excess of four hours:

☐ I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Cyberattacks between December 2021 and the **close of the Claims Period**.

VI. EXTRAORDINARY LOSSES

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Other 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.	<div><div></div><div></div><div>/</div><div></div><div></div><div>/</div><div></div><div></div><div>(mm/dd/yy)</div></div>	<div>\$<div><div></div><div></div><div></div><div></div><div></div><div></div><div>.</div><div></div><div></div></div></div>

Examples of Supporting Documentation: Invoices or statements reflecting payments made for professional fees/services.

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ **PayPal** - Enter your PayPal email address: _____

¹ **Reminder:** In order to properly submit a claim for compensation of lost time exceeding four hours, you must provide supporting documentation. Self-prepared documents will not be accepted.

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

**CLAIM FORM FOR ACUITY BRANDS, INC.
DATA SECURITY SETTLEMENT**

ACUITY

Melissa Stark, et al. v. Acuity Brands, Inc.

Case No. _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: _____-_____-_____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____-_____-_____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

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

VIII. ATTESTATION & SIGNATURE

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 recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

EXHIBIT B

CLAIM ID [REDACTED]

Why am I receiving this notice? A class action settlement in the case entitled *Melissa Stark, et al. v. Acuity Brands, Inc.*, Civil Action No. 23EV006179 in the State Court of Fulton County, Georgia, has been reached. The case concerns cyberattacks against the defendant, Acuity Brands, Inc. ("Acuity"), which occurred in or around October 2020 and December 2021 (collectively, the "Cyberattacks"). You are receiving this notice because Acuity's records show that your personally identifiable information was potentially compromised as a result of the Cyberattacks.

Who's Included in the Settlement Class? The Settlement Class includes all residents of the United States whose personal information may have been compromised as a result of the Cyberattacks, which gave rise to the above-captioned case.

What are the Settlement terms? The Settlement provides for three (3) years of free credit monitoring services for all members of the Settlement Class who submit a valid Claim Form. Settlement Class Members who incurred out-of-pocket expenses as a result of, or spent time dealing with, the Cyberattacks are also eligible to receive up to \$500 in reimbursements. Additionally, Settlement Class Members who incurred unreimbursed monetary losses as a result of the Cyberattacks are also eligible to receive up to \$3,500 in compensation for those losses. Please visit [URL](#) for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 2023**.

What are my other options? If you **Stay in** the Settlement Class, you will be legally bound by the Settlement's terms and you will release your claims against Acuity, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **Month DD, 2023**. If you Opt Out, you will not be entitled to any relief, but you will retain the ability to file your own claim against Acuity. If you do not Opt Out, you may **Object** to the Settlement by **Month DD, 2023**. The Long Notice available on the Settlement Website explains how to Opt Out or Object.

The Court's Fairness Hearing. The Court will hold a Fairness Hearing on **Month DD, YY**, to consider whether to approve the Settlement and a request for attorneys' fees and expenses for plaintiff's counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, visit the website.

Do I have a lawyer in the case? The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: **MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC**, 5335 Wisconsin Avenue NW, Suite 440, Washington, D.C. 20015 and **MIGLIACCIO & RATHOD LLP** 412 H Street, N.E., Suite 302, Washington, DC 20002.

NAME / ADDRESS.

For more information, please visit [URL](#) or call toll-free **XXX-XXX-XXXX**

EXHIBIT C

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	
SUBMIT A CLAIM BY [REDACTED], 2023	You must submit a valid claim form to receive credit-monitoring services from the Settlement and reimbursement for unreimbursed expenses and losses.
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.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY [REDACTED], 2023	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
OBJECT BY [REDACTED], 2023	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.

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

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.

Please review this notice carefully. You can learn more about the Settlement by visiting [URL](#) or by calling [1-XXX-XXX-XXXX](#).

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 the 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 and Settlement Subclass. 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 **{the preliminary approval date}**; 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 **{the close of the Claims Period}**;
4. The loss is not already covered by one or more of the normal reimbursement categories;
5. The Settlement Subclass 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.

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 **URL**.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member or California Subclass 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 **Month DD, 2023**. You may download or submit a Claim Form online at **URL**.

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.

² Compensation for lost time requires an attestation that any claimed lost time was spent related to the Cyberattacks between December 2021 and the **Close of the Claims Period**.

If you object to the settlement, you must remain a Settlement Class (*i.e.*, you may not also exclude yourself from the Settlement Class/Subclass 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 **URL**. You may also obtain a paper Claim Form by downloading it at **URL** or by calling the claims administrator at **1-XXX-XXX-XXXX**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at **URL** or mail them to:

Acuity Claims Administrator
{Administrator Mailing Address}
{Administrator City/State/Zip}

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 **Month DD, 2023** to this address:

Acuity Claims Administrator
Attn: Exclusions
{Administrator Mailing Address}
{Administrator City/State/Zip}

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 **Month DD, 2023**.

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 **Month DD, 2023**, at **XX:XX A.M./P.M.**, at **Court Address**. 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 Plaintiffs' request for attorneys' fees and costs, and Plaintiffs' request for service awards for the Representative Plaintiffs. 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 **URL** 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 Plaintiffs, 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, DC 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?

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

Plaintiffs will also seek an order from the Court requesting that Service Awards in the amount of up to \$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 Awards described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, or Plaintiffs.

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

For Further Information

23. What if I want further information or have questions?

For additional information, please visit [URL](#). You may also contact the Claims Administrator by mail, email or phone:

Mail:

Acuity Claims Administrator
{Administrator Mailing Address}
{Administrator City/State/Zip}

Email:

EMAIL ADDRESS

Phone:

XXX-XXX-XXXX

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

EXHIBIT D

other sensitive information. Defendant maintained the PII Plaintiff and Settlement Class Members provided on its computer systems.

Plaintiffs allege that Defendant, agreed to and undertook legal duties to maintain the Private Information entrusted to them by Plaintiffs and Class Members safely, confidentially, and in compliance with all applicable laws.

Plaintiffs further allege that on or about December 7, 2021, Defendant became aware of a cybersecurity incident on its network. Defendant proceeded to investigate the nature and scope of the suspicious activity and subsequently concluded that from December 7, 2021, through December 8, 2021, an unauthorized actor copied a subset of files from its network. As a further result of the investigation into the suspicious activity, Defendant uncovered another, unrelated, incident of unauthorized access that occurred on October 6 and October 7, 2020, which also included an attempt to copy certain files from Defendant's network. (These incidents taken together are referred to as the "Cyberattacks"). Defendant notified Plaintiffs and Settlement Class Members of the Cyberattacks in or about December 2022. In their notice to Plaintiffs and Settlement Class Members, Defendant stated that the data that was potentially accessed by an unauthorized third party during the incident included Plaintiffs' and Settlement Class Members' names, dates of birth, Social Security Numbers, driver's license numbers, financial account numbers, and information related to their employee healthcare benefits.

On December 14, 2022, Plaintiff Melissa Stark filed a putative class action in the U.S. District Court for the Northern District of Georgia, alleging that Defendant failed to adequately safeguard the private information of individuals saved in Defendant's systems. On January 25, 2023, Plaintiffs Andrew Smith and Mackenzie Fairfield filed a putative class action in the U.S. District Court for the Northern District of Georgia, alleging that Defendant failed to adequately

safeguard the private information of individuals saved in Defendant's systems. On March 3, 2023, by agreement among the parties, the two aforementioned cases were consolidated.

Before incurring the expense of a motion to dismiss, the Parties agreed to discuss a potential resolution of this matter. As part of the settlement negotiations, the Parties agreed that Plaintiffs would voluntarily dismiss their federal court case and file in Fulton County, avoiding potential issues in establishing the Northern District of Georgia's subject matter jurisdiction. Accordingly, Plaintiffs dismissed the consolidated action from federal court on June 16, 2023. After multiple months of negotiation, the exchange of proposed term sheets, and numerous phone calls, the Parties agreed to the terms of a settlement, desiring to resolve any claims related to the Cyberattacks rather than continue litigating the matter. On September 28, 2023, Plaintiffs filed their operative class action complaint in this Court.

The Parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is GRANTED as set forth herein.¹

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Georgia Code Section 9-11-23(b)(3) and (c), the Court provisionally certifies a Settlement Class in this matter defined as follows:

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

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.

The Settlement Class includes approximately 37,000 people. The Settlement Class specifically excludes: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

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 Representatives 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 Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have 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 Representatives and Settlement Class Counsel.

Melissa Stark, Andrew Smith, and Mackenzie Fairfield are hereby provisionally designated and appointed as the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives.

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): Milberg Coleman Bryson Phillips Grossman, PLLC and Migliaccio & Rathod.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

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 Defendants conduct substantial business throughout Fulton County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____ at ____:00 a.m. on Month , 2024, in the State Court of Fulton County, State of Georgia, 185 Central Avenue, SW, Atlanta, GA 30303, to 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 Representatives for an Service Award (the "Service Award Request") should be approved. Plaintiffs' Motion for Service Award Request and Fee Request shall be filed with the Court at least 30 days prior to the Opt-Out and Objection deadline. Plaintiffs' Motion for Final Approval of the Settlement shall be filed with the Court at least 30 Days prior to the Final Approval

Hearing. By no later than 14 Days prior to the Final Approval 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. **Administration.** The Court appoints Simpluris as the Claims Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Claims Administrator's fees, as well as the costs associated with administration of the Settlement.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, and the Short-Form Notice, Long-Form Notice, 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 may be made without further order of the Court. The Claims Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **30 days from the date of this Order** (the "Notice Deadline"), the Claims Administrator shall commence the Notice Program in the manner set forth in Paragraph 16 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Order and Paragraph 16 the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the 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 United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than 60 Days from the Notice Deadline (the “Opt-Out Period”). The written notification must include the individual’s full name, address, and telephone number; a statement manifesting clear intent that he or she wants to be excluded from the Settlement Class; and the original signature of the Settlement Class Member.

The Claims Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Settlement Class Counsel must with the Court **no later than 10 Days prior to the Final Approval Hearing.**

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and

judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Service Award Request, or the Fee Request.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) filed with the Court by the Objection Date; and (b) mailed first-class postage prepaid to Plaintiffs' Counsel and Defendants' Counsel at the addresses listed in the Notice, and postmarked by no later than the Objection Date, as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 18 of the Settlement Agreement, which is as follows:

- (a) the title of the case;
- (b) the objector's name, address, and telephone number;
- (c) all legal and factual bases for any objection; and
- (d) copies of any documents that the objector wants the Court to consider.

Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf.

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

If Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

11. Claims Process and Distribution and Allocation Plan. Settlement Class Representative and Defendants have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in Sections 7 and 8 of the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval 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 website maintained by the Claims Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Notice Commencement Deadline: 30 Days after Entry of Order Granting Preliminary Approval

Motion for Final Approval: 30 Days before Final Approval Hearing

Motion for Service Awards, Attorneys' Fees and Costs: 14 Days prior to the Objection Deadline and Opt-Out Deadline

Opt-Out Deadline: 60 Days after the Notice Deadline

Objection Deadline: 60 Days after the Notice Deadline

Replies in Support of Final Approval, Service Awards and Fee Requests: 14 Days before Final Approval Hearing

Claim Deadline: 90 Days after Notice Deadline

Final Approval Hearing: at least 120 Days after Preliminary Approval

IT IS SO ORDERED this ____ day of _____, 2023.

The Honorable
Judge, State Court of Fulton County, Georgia

EXHIBIT E

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 _____, 2024,

ORDERED that:

The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information and/or protected health information of Settlement Class Members and that this alleged failure caused injuries to Plaintiffs and the 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 _____, 2023, 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 Class in this matter, including defining the Class, appointed Plaintiffs as the Settlement Class Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Approval 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(c), for settlement purposes only, the Court provisionally certified the Settlement Class, defined as follows:

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.

The Settlement Class includes approximately 37,000 people. The Settlement Class specifically excludes: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

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 Claims Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

Notice of the Final Approval Hearing, the proposed Motion for Attorneys' Fees, Costs, and Expenses, and the Proposed Service Award Payments to Plaintiffs 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 that such Notice as therein 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, _____ (XX) 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 Exhibit A to this Order. Those persons are not bound by this Final 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 Approval 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 Claims Administrator shall implement the Settlement in the manner and time frame as set forth therein.

Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Parties, as defined in the Settlement Agreement, as follows:

“Released Claims” shall mean a general release of Defendant 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.

Plaintiffs and the Settlement Class Members agree that all federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiffs and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiffs and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Cyberattacks.

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.

On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims.

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 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 _____, 2024.

The Honorable
Judge, State Court of Fulton County, Georgia