

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

MELISSA STARK, ANDREW SMITH, :
and MACKENZIE FAIRFIELD, :

on behalf of themselves and all others :
similarly situated, :

Plaintiffs, :

v. :

ACUITY BRANDS, INC., :

Defendant. :

CIVIL ACTION NO. 23EV006179H

**ORDER GRANTING PLAINTIFFS’
UNOPPOSED MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs’ Motion requesting that the Court enter an Order Granting Final Approval of the Class Action Settlement involving Plaintiffs Melissa Stark, Andrew Smith, and Mackenzie Fairfield (“Plaintiffs” or “Class Representatives”) and Defendant Acuity Brands, Inc. (“Acuity” or “Defendant”) as fair, reasonable, and adequate.

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

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

THE COURT being required under O.C.G.A. § 9-11-23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

IT IS ON THIS 21st day of May, 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 January 18, 2024, 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(e), 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, one (1) potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in the Settlement Administrator's Declaration in Support of the Final Approval Motion. This person is 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 Court also grants Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Service Awards, and awards \$235,000 in combined attorneys’ fees and expenses, and \$2500 Service Awards to each of the three plaintiffs.

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 21st day of May, 2024.

/s/ Wesley B. Tailor

Wesley B. Tailor

Judge, State Court of Fulton County