

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

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

Plaintiff,

v.

MIZUNO USA INC.,

Defendant.

Case No. 25EV010647

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A VALID CLAIM BY JUNE 15, 2026	You must submit a valid Claim Form to receive compensation, including Reimbursement of Documented Ordinary Losses and Lost Time incurred as a result of the Data Security Incident; two years one-bureau of Identity Theft Protection and Credit Monitoring; Documented Extraordinary Losses and/or an Alternative Cash Payment.
DO NOTHING	Receive no compensation and give up your rights to sue Defendant over the claims resolved in this Settlement.
SUBMIT A WRITTEN EXCLUSION REQUEST BY MAY 15, 2026	Submit a written notice of your intent to be excluded from the Settlement. You will receive no benefits from the Settlement, but you will retain your legal claims against Defendant and other Released Parties.
FILE AN OBJECTION MAY 15, 2026	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.
GO TO A HEARING ON JUNE 4, 2026	Ask to speak in Court about the fairness of the Settlement.

Further Information about this Notice and the Lawsuit

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

The Postcard Notice you received in the mail was sent to inform you of the proposed Settlement, *Freiburger v Mizuno USA, Inc.*, Case No. 25EV010647, pending in the State Court of Fulton County, State of Georgia. The Court overseeing this Lawsuit authorized that Notice be sent to Settlement Class Members such as yourself to notify you 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 arises from a Data Incident detected by Mizuno USA, Inc. (“Defendant” or “Mizuno”) on November 6, 2024. Defendant’s investigation determined that files containing sensitive personal information may have been accessed during the incident (“Data Incident”). Mizuno denies the claims and any wrongdoing and liability in connection with the allegations in the Lawsuit. (the “Action”).

3. Why is the Lawsuit a class action?

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

4. Why is there a settlement?

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

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

5. What is Personally Identifying Information or PII?

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

Terms of the Proposed Settlement

6. Who is in the Settlement Class?

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

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

7. What are the Settlement benefits?

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

Ordinary Losses and Lost Time: All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented out-of-pocket losses caused by the Data Breach ("Ordinary Losses") and attested to time spent responding to the Data Breach ("Lost Time") that Settlement Class Members incurred/spent between August 21, 2024 and March 23, 2026, not to exceed an aggregate total of \$475 per Settlement Class Member:

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

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

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

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

- (a) The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of the Settlement Class Member's personally identifiable information ("PII") or (ii) fraud associated with the Settlement Class Member's PII;
- (b) The loss noted in (a)(i) or (a)(ii) was more likely than not caused by the Data Breach;
- (c) The loss occurred between August 21, 2024 and March 23, 2026; and
- (d) The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member's identity protection services or identity theft insurance, if any such services/insurance applies.

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

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

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

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

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

8. What claims are Settlement Class Members giving up under the Settlement?
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Settlement Class Members who do not timely submit a request to exclude themselves from the Settlement (or "Opt-Out") will be bound by the Settlement Agreement and any final judgment or

order entered by the Court. Settlement Class Members will also give up their right to sue the Defendant and other Released Parties for the claims being resolved by the Settlement.

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

Your Options as a Settlement Class Member

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

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement Class. If you wish to be eligible for compensation, however, you **must** complete and postmark or otherwise submit a Claim Form online **by June 15, 2026**. The Postcard Notice that was mailed to you includes a tear-off Claim Form that you can complete and return by U.S. Mail. You may also complete and submit an electronic Claim Form online at www.MizunoSettlement.com. If you are claiming Reimbursement for Documented Monetary Losses or Documented Extraordinary Losses, you must submit supporting documentation with your claim. Documentation can be mailed to the Settlement Administrator’s office (with the Claim Form) or uploaded with an online claim.

If you do not want to give up your right to sue the Released Parties related to the Data Security Incident or the issues raised in this case or otherwise wish to remove yourself from the Settlement you must Opt-Out of the Settlement Class by **May 15, 2026**. *See* Question 13 below for instructions on how to exclude yourself.

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

10. What happens if I do nothing?

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

11. How do I submit a claim?

You may complete the Claim Form online at www.MizunoSettlement.com.

A Claim Form was attached to the Postcard Notice that was mailed to you. You may also download a copy of the paper Claim Form from www.MizunoSettlement.com or call the Claims Administrator at **1-800-829-5361** to have a form sent to you.

Paper Claim Forms can be completed, signed and sent with any required supporting documentation for Monetary Losses online through the Settlement Website at www.MizunoSettlement.com, via email at to MizunoSettlement@atticusadmin.com, or by mail to:

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

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

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

13. How do I exclude myself from the Settlement?

If you wish to Opt-Out of the Settlement Class, you must timely submit a written Request for Exclusion and send it by mail to the Settlement Administrator's office, so it is postmarked by **May 15, 2026**.

Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box or email address established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date of **May 15, 2026** and mailed to the Settlement Administrator's office at:

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

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

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

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

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

16. How do I object to the Settlement?

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

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than May 15, 2026, to Proposed Class Counsel and to Defendant's counsel as set forth below. For all objections mailed to Proposed Class Counsel and counsel for Defendant, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

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

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

Court Approval of the Settlement

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

The Court will hold a Final Fairness Hearing on June 4, 2026, at 2:50 p.m. ET (via Zoom), to decide whether to approve the Settlement. At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who properly requested to speak at the hearing. The Court may also consider Class Counsel's Fee Award and Costs, and the request for Service Awards for the Class Representatives to be paid from the Settlement Fund. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take. The Court may reschedule the hearing to a different date or time without notice, so please check the Settlement Website at www.MizunoSettlement.com for updates.

18. Do I have to attend the hearing?

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

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

19. Can I attend the hearing?

You may attend the Final Fairness Hearing if you wish but you are not required to do so. If you wish to speak at the Final Fairness Hearing without having filed an objection consistent with the procedures for doing so, you may ask to speak subject to the Court's discretion.

20. What happens if the Court approves the Settlement?

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

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

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

Lawyers for the Settlement Class and Mizuno USA, Inc.

22. Who represents the Settlement Class?

The Settlement Class is represented by:

Casondra R. Turner

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**

800 S. Gay Street, Suite 1100
Knoxville, TN 37929

David K. Lietz

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**

5335 Wisconsin Avenue NW, Ste 440
Washington, DC 20015-2052

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

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

Class Counsel will move the Court for an award of attorneys' fees in an amount not to exceed one-third of the Settlement Fund and reimbursement of litigation expenses not to exceed \$122,500.00. Class Counsel will also seek approval from the Court for Service Award Payments of \$2,500.00 for the Named Plaintiff in recognition of their contributions to this Action.

24. Who represents Mizuno USA, Inc. in the Lawsuit?

Mizuno USA, Inc., is represented by:

Christopher H. Wood

LEWIS BRISBOIS

Lewis Brisbois Bisgaard & Smith, LLP

1700 Lincoln Street, Suite 4000

Denver, CO 80203

For Further Information

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

For additional information, please visit **www.MizunoSettlement.com**. You may also contact the Claims Administrator by mail, email or phone:

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

MizunoSettlement@atticusadmin.com
1-800-829-5361

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