

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

PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiff and Mizuno USA Inc., ("Defendant"), with accompanying exhibits attached thereto (the "Settlement Agreement").¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

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

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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.

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 Representative 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 Representative and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representative has 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 Representative and Settlement Class Counsel.** The Court finds that Plaintiff Kimberly Freiburger should be appointed as the Settlement Class

Representative. The Court provisionally finds that the Settlement Class Representative is similarly situated to absent members of the Settlement Class and therefore typical of the Settlement Class and an adequate Settlement Class Representative. 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): Casondra R. Turner of Milberg Coleman Bryson Phillips Grossman, PLLC should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly the Settlement is preliminarily approved. In making this determination, the Court has considered the monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of evidence of collusion in the Settlement, the effectiveness of the proposed method for notifying and distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and the equitable treatment of the members of the Settlement Class under the Settlement.

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 Defendant conducts substantial business throughout Fulton County.

5. **Final Fairness Hearing.** A Final Fairness Hearing shall be held on June 4, 2026, at 2:50 pm ET via zoom², where the Court will 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.

² Zoom Information below.

§ 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 Representative for a Service Award (the "Service Award Request") should be approved. Representative Plaintiff's Motion for Service Award Request and Fee Request shall be filed with the Court at least 14 days prior to the Opt-Out and Objection deadline. Plaintiff's Motion for Final Approval of the Settlement shall be filed with the Court at least 30 Days prior to the Final Fairness Hearing. By no later than 7 Days prior to the Final Fairness 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. **Settlement Administrator.** The Court appoints Atticus Administration LLC ("Atticus") as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices 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 consistent with this Order may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

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

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any member of the Settlement Class who wishes to be excluded from the Settlement must make the request in writing. To be considered valid, the request for exclusion must be postmarked or submitted online via the Settlement Website no later than sixty (60) days after the Notice Deadline and must: a) state the individual's full name, address, and telephone number; (b) contain the individual's personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the individual with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the individual's intent to be excluded from the Settlement Class.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits from, and/or be bound by, the terms of the Settlement Agreement.

10. **Objections and Appearances**. A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection to the Settlement Administrator postmarked via the Settlement Website no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) the objecting Settlement Class Member's original signature; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (iv) a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and; (vii) the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

11. Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object or to be heard at the Final Fairness Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the

Action.

The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement or the Judgment shall be pursuant to appeal under the Georgia Court of Appeals Rules and Georgia Supreme Court Rules and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to the Settlement Class in the manner specified in the Notice.

The Claims Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the 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 Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties and of no force or effect if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Effective Date does not occur. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request all scheduled

Action deadlines be reasonably extended by the Court to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

14. **Use of Order.** This Preliminary Approval shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the propriety of certifying any class in the Action. Nor shall this Preliminary Approval Order be (i) construed or used as an admission, concession, or declaration by or against the Representative Plaintiff or any other member of the Settlement Class that his, her, or their claims lack merit or that the relief requested is inappropriate, improper, unavailable, or (ii) treated as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness 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 Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by members of the Settlement Class on a class or representative basis concerning the Released Claims are hereby enjoined and stayed pending the Final Fairness Hearing and the order issuing therefrom.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the

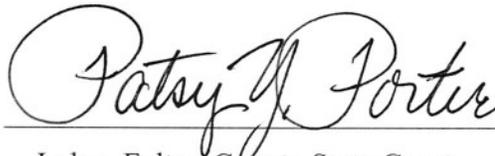
specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within Thirty (30) Days Of Entry Of Preliminary Approval Order (“Notice Commencement Date”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least Fourteen (14) Days Prior To Opt-Out/ Objection Date Deadlines
Opt-Out/Objection Date Deadlines	Sixty (60) Days After Notice Commencement Date
Claims Administrator to Provide List of Opt-Outs to Counsel	Within Seven (7) Days After the Opt-Out Date
Claims Deadline	Ninety (90) Days After Notice Commencement Date
Motion For Final Approval To Be Filed By Class Counsel	At Least Thirty (30) Days Prior To Final Fairness Hearing
Final Fairness Hearing	No earlier than 120 days after the date on this order, on June 4, 2026, at 2:50 pm via zoom ³

IT IS SO ORDERED

2/13/2026

Dated



Judge, Fulton County State Court

³ Zoom Information below

The Zoom instructions are as follows:

Join Zoom Meeting

<https://zoom.us/j/97906009354?pwd=82vj9fakWRUm8D5aY7Ddrpv5zxIqgR.1>

Meeting ID: 979 0600 9354

Passcode: 687772

One tap mobile

+14702509358,,97906009354#,,,,*687772# US (Atlanta)

+14703812552,,97906009354#,,,,*687772# US (Atlanta)

Join by SIP

• 97906009354@zoomcrc.com

Passcode: 687772

Join instructions

<https://zoom.us/meetings/97906009354/invitations?signature=28MqGnqXIV5tKLJWrJPfzCvQ6Ys2TiE3vFJWK-JKQbM>

Please try to join the Zoom hearing about 10 minutes before the start of the hearing to account for any technical difficulties. **The Parties are required to arrange for their own Court Reporter. The Court requires all participants to display their video during the hearing. Also, please ensure your name appears on the zoom session.** Any questions regarding the zoom session should be directed to the Staff Attorney, Booker Washington, at booker.washington@fultoncountyga.gov or (404) 613-4350. **Please remember to announce the case you are appearing for at the call of the calendar.**