

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Acuity – CHS, LLC Notified You of a Data Security Incident, You May be Eligible for Payment from a Class Action Settlement

This is not a solicitation from a lawyer, junk mail, or an advertisement. A court authorized this Notice.

- A proposed Settlement has been reached in a class action lawsuit known as *Arbuthnot v. CHS, LLC*, Case No. 6:22-cv-658-PGB-DCI (M.D. FL 2022). This lawsuit arises out of a Data Security Incident that was announced by Acuity – CHS, LLC (“Acuity or Defendant”) on or about February 15, 2022. The incident involved an unauthorized person gaining access to certain Acuity systems containing personally identifiable information (“PII”). The PII that was potentially accessed during the Data Security Incident varies but may have included some persons’ names and Social Security Numbers.
- All Settlement Class Members who timely submit claims can receive the following Benefits from the Settlement: (1) compensation for Out-of-Pocket Losses and Lost Time up to a maximum of \$500 per Settlement Class Member for documented Out-of-Pocket Expenses, and may include reimbursement for up to three (3) hours of Lost Time spent dealing with the Data Security Incident (at \$20 per hour), and (2) a Settlement Class Member who was the victim of actual documented identity theft may claim reimbursement for extraordinary losses up to \$3,500 for documented expenses. Acuity has also implemented security-related improvements related to its cybersecurity since the Data Security Incident.
- Credit Monitoring: Settlement Class Members will also have the opportunity to enroll in two (2) years of credit monitoring services.
- You are included in the Settlement as a Settlement Class Member if you were sent Notice of the Data Security Incident that involved Acuity – CHS, LLC (“Acuity”) Data Security Incident that was announced by Acuity on or about February 15, 2022.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the Benefits to the Settlement Class.

Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim and/or Receive Credit Monitoring	You must submit a valid Claim to get money and credit monitoring from this Settlement. Claim Forms must be submitted online by 11:59 p.m. Eastern Time or, if mailed, postmarked no later than August 3, 2023 .
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any Benefits from the Settlement.
Exclude Yourself	Get out of the Settlement. Get no Settlement Benefits. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not receive settlement Benefits. Your request to exclude yourself must be postmarked no later than July 5, 2023 .
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than July 5, 2023 .
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Approval Hearing is scheduled for August 11, 2023 .

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BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you are one of the approximately 106,910 Persons who were sent Notice of a Data Security Incident by Acuity on or about February 15, 2022.

Specifically excluded from the Settlement Class are: (i) Acuity’s officers and directors; (ii) any entity in which Acuity has a controlling interest; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Acuity (not including employees); and (iv) members of the judiciary to whom this case is assigned, their families and members of their staff.

2. What is this case about?

The case is known as *Arbuthnot v. CHS, LLC*, Case No. 6:22-cv-658-PGB-DCI (M.D. FL 2022). The person who sued is called the “Plaintiff,” and the company they sued, Acuity – CHS, LLC, is known as the “Defendant” in the case and in this Notice. United States District Judge Paul G. Byron of the United States District Court, Middle District of Florida, is the judge in this case.

Plaintiff filed a lawsuit against Defendant, on behalf of herself and a class of similarly situated individuals, whose PII was potentially accessed as a result of the Data Security Incident.

This lawsuit arises out of a Data Security Incident that was announced by Acuity – CHS, LLC (“Acuity or Defendant”) on or about February 15, 2022. The incident involved an unauthorized person gaining access to certain Acuity systems containing personally identifiable information (“PII”). The PII that was potentially accessed during the Data Security Incident varies but may have included for some persons names, and Social Security Numbers. Defendant denies any wrongdoing. After learning of the Data Security Incident, notification was sent to approximately 106,910 individuals that their PII may have been impacted by the Data Security Incident.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at www.acuitysettlement.com.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement as a Settlement Class Member if you were sent Notice of the Data Security Incident by Acuity on or about February 15, 2022. If you have any other questions about the Settlement, visit www.acuitysettlement.com, call toll free 1-833-747-6933, or write to *Arbuthnot v. Acuity* c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

- a. The proposed Settlement will provide the following Benefits to Settlement Class Members:
- b. **Compensation or 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. Claims will be subject to review for completeness and plausibility by the Claims Administrator, and Settlement Class Members will have the opportunity to seek review by a third-party Claims Referee, at Defendant's expense, if they dispute the Claims Administrator's initial determination.
- c. **Compensation for Ordinary Losses:** Defendant will reimburse documented out of pocket expenses incurred as a result of the Data Security Incident, up to a maximum of \$500 per person, upon submission of a claim and supporting documentation, such as the following losses:
 - i. 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;
 - ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between September 30, 2020 and the date of the Settlement Agreement;
 - iii. Compensation for up to three (3) hours of Lost Time, at \$20/hour, for a maximum of up to \$60 per person, if at least one (1) full hour was spent dealing with the Data Security Incident. Settlement Class Members may submit claims for up to three (3) hours of Lost Time with an attestation that they spent the claimed time responding to issues raised by the Data Security Incident. This payment shall be included in the \$500 per person cap for Compensation for Documented Out-of-Pocket Losses and Lost Time.
 - iv. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, but is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Data Security Incident or to mitigating the effects of the Data Security Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Security Incident.
- d. **Compensation for Extraordinary Losses:** Defendant will provide up to \$3,500 in compensation to each Settlement Class Member who was the victim of actual documented identity theft and documents monetary loss arising from actual identity theft if:
 - i. The loss is an actual, documented, and unreimbursed monetary loss;
 - ii. The loss was more likely than not caused by the Data Security Incident;
 - iii. The loss occurred between September 30, 2020 and the date of the Settlement Agreement;
 - iv. The loss is not already covered by one or more of examples of out-of-pocket loss listed above; and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

- e. **Credit Monitoring**: Defendant will pay for credit monitoring services as follows:

All Settlement Class Members may claim two (2) years of free credit monitoring services. If a Settlement Class Member claims this benefit, he or she will be mailed an activation code and instructions to the address he or she provides on the Claim Form after the Settlement becomes final. The Settlement Class Member will need to follow the instructions and use the activation code that he or she receives in the mail to enroll in the services. Credit monitoring protections will not begin until the Settlement Class Member uses the activation code to enroll in the services. Settlement Class Members may provide an email address on the Claim Form if they prefer to receive their instructions and activation code via email, rather than by mail.

7. How to submit a Claim?

All Claims will be reviewed by the Claims Administrator and/or a claims referee. You must file a Claim Form online or by submitting a completed Claim Form by mail to get any money or Benefits from the proposed Settlement. Claim Forms must either be submitted online by **August 3, 2023, 11:59 pm ET** or be postmarked no later than **August 3, 2023**. You can download a Claim Form at www.acuitysettlement.com or you can call the Claims Administrator at 1-833-747-6933 to request that a Claim Form be mailed to you.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive Benefits, but you will not be able to sue the Defendant and its Released Parties (all subsidiary, parent and related entities, all officers, directors, shareholders, employees, attorneys, insurers, successors, and persons who acted on their behalf) regarding the claims in this case. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at www.acuitysettlement.com.

The only way to keep the right to sue is to exclude yourself (Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

9. Will the Class Representatives receive compensation?

No. The Class Representative will be able to make the same claims as every other Settlement Class Member, but will receive no additional compensation for her service to the Class.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a written request for exclusion, postmarked no later than **July 5, 2023** to:

Arbuthnot v. Acuity
c/o Kroll Settlement Administration LLC
PO Box 225391
New York, NY 10150-5391

Your written request for exclusion must state your name and address (or the name and address of the person seeking exclusion) and must also contain a signed statement to the following effect: “I request to be excluded from the Settlement Class in the Acuity lawsuit.”

If you exclude yourself, you will not be able to receive any cash Benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you will keep your right to sue the Defendant on your own for the claims that this Settlement involves.

You may visit the Settlement Website at www.acuitysettlement.com to download an Exclusion Form. You may also obtain an Exclusion Form by calling the Claims Administrator at 1-833-747-6933.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any Benefits from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Parties (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed John A. Yanchunis and Patrick A. Barthle of Morgan & Morgan and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an Award of Attorneys’ Fees and Litigation Expenses in an amount not to exceed \$255,000. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards will be posted on the Settlement Website, www.acuitysettlement.com, after it is filed. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an Objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

- (i) the title of the case;
- (ii) your name, address, and telephone number;
- (iii) all legal and factual bases for your Objection; and
- (iv) 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 you must identify any documents or witnesses that you intend to call on your behalf.

Your Objection must be submitted to the Clerk of the Court by first-class U.S. mail, received no later than **July 5, 2023**, to:

Arbuthnot v. Acuity
c/o Clerk of Court
401 West Central Boulevard
Orlando, FL 32801

It must include the case name and docket number: *Arbuthnot v. CHS, LLC*, Case No. 6:22-cv-658-PGB-DCI (M.D. FL 2022) (the “*Arbuthnot* Action”). In addition, you must mail a copy of your Objection to Class Counsel and Acuity’s counsel (“Defense Counsel”) postmarked no later than **July 5, 2023**:

CLASS COUNSEL	DEFENSE COUNSEL
David K. Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 5335 Wisconsin Avenue NW Suite 440 Washington, DC 20015	Jon Kardassakis LEWIS BRISBOIS BISGAARD & SMITH LLP 633 W. 5th Street Suite 4000 Los Angeles, CA 90071

If you do not submit your Objection with all requirements, or if your Objection is not received by **July 5, 2023**, you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at 10:00 a.m. Eastern Time on **August 11, 2023**, via videoconferencing or telephone. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid Objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys’ fees and costs to Class Counsel and the request for Service Awards to the Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your Objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an Objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you will release the claims against Defendant described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit www.acuitysettlement.com or call 1-833-747-6933. You may also contact the Claims Administrator at *Arbuthnot v. Acuity* c/o Kroll Settlement Administration LLC, PO Box 225391, New York, NY 10150-5391.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGES, OR
DEFENDANT, OR DEFENDANT'S COUNSEL.**