

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into by and between Plaintiff Alissa Goodlett (“Plaintiff”), individually and on behalf of all others similarly situated, and Defendant Brown-Forman Corporation (“Defendant” or “Brown-Forman”) (collectively, the “Parties”). The Agreement is subject to preliminary and final approval by Jefferson County Circuit Court (the “Court”) as required by Rule 23 of the Kentucky Rules of Civil Procedure.

WHEREAS, on or about September 30, 2020, Plaintiff filed a class action complaint (“Complaint”) in the Jefferson County Circuit Court entitled *Goodlett v. Brown-Forman Corporation*, Case No. 20-CI-005631, and the matter was assigned to the Honorable Mitch Perry (the “Action”);

WHEREAS, the Action arises out of a data breach initially disclosed by Brown-Forman on or about August 25, 2020 (the “Data Breach”);

WHEREAS, Plaintiff and Class Counsel believe that the factual and legal claims asserted in the Action are meritorious. Class Counsel have investigated the facts relating to the claims and the underlying events in the Action; made a thorough study of the legal principles applicable to the claims asserted in the Action; and conducted a thorough assessment of the strengths and weaknesses of the claims in the Action;

WHEREAS, Brown-Forman denies the allegations and all liability with respect to any and all facts and claims alleged in the Action; that Plaintiff and the class she purports to represent have suffered any damage; and that the Action satisfies the requirements to be tried as a class action under Rule 23 of the Kentucky Rules of Civil Procedure;

WHEREAS, the Parties agreed to engage the Honorable Ann O’Malley Shake (Ret.) as a mediator to oversee settlement negotiations in this Action. In advance of formal mediation, Brown-Forman provided certain discovery. The Parties also exchanged detailed mediation briefs with their respective positions on the merits of the claims and class certification;

WHEREAS, following extensive arm’s length settlement negotiations conducted through Judge Shake that included an all-day mediation session on December 11, 2020, the Parties executed a binding term sheet setting forth the essential terms of settlement;

WHEREAS, on March 11, 2021 the Court entered preliminary approval of the class action settlement dated February 9, 2021 (“February Settlement”) and conditionally certified a class of all individuals who were notified by Brown-Forman that their personal information was or may have been compromised in the Data Breach, and on August 12, 2021 the Court granted final approval of the February Settlement;

WHEREAS, after notice of the February Settlement had been provided pursuant to the Court’s preliminary approval order, but before the Court entered final approval, Brown-Forman identified individuals who had not yet been notified by Brown-Forman that their personal information was or may have been compromised in the Data Breach;

WHEREAS, the Parties engaged in a second round of arm's length settlement negotiations regarding those individuals;

WHEREAS, it is Plaintiff's intent that those individuals be included in the Action;

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, with respect to the individuals whom Brown-Forman notified after final approval of the February Settlement that their information was or may have been compromised in the Data Breach on the following terms and conditions.

I. DEFINITIONS

In addition to the terms defined at various points within the Agreement, the following definitions of terms apply throughout the Agreement.

1. **"Brown-Forman Counsel"** means David F. McDowell and Purvi G. Patel of Morrison & Foerster LLP.

2. **"Claim Form(s)"** means collectively the Claim Form (Identity Protection) and Claim Form (Other Benefits).

3. **"Claim Form (Identity Protection)"** means the form substantially in the form of Exhibit 1 attached hereto that Settlement Class Members must complete and submit on or before the Claim Deadline (Identity Protection) to be eligible to enroll in Experian IdentityWorksSM identity protection services.

4. **"Claim Form (Other Benefits)"** means the form substantially in the form of Exhibit 2 attached hereto that Settlement Class Members must complete and submit on or before the Claim Deadline (Other Benefits) in order to be eligible for Reimbursement for Out-of-Pocket Losses, Reimbursement for Attested Time, and Cash Payment for Inconvenience.

5. **"Claim Deadline (Identity Protection)"** means the last day to submit a timely Claim Form (Identity Protection), which will be seventy-five (75) days after the Notice Deadline.

6. **"Claim Deadline (Other Benefits)"** means last day to submit a timely Claim Form (Other Benefits), which will occur on the expiration date of the Settlement Class Member's Experian IdentityWorksSM identity protection services provided under this Agreement.

7. **"Class" or "Class Members"** means all individuals (i) who were notified by Brown-Forman after August 12, 2021 that their personal information was or may have been compromised in the Data Breach; or (ii) who previously were notified by Brown-Forman of the Data Breach, but to whom the Settlement Administrator inadvertently did not send notice of the February Settlement.

8. **“Class Counsel”** shall mean Nelson Thomas, Jessica L. Lukasiewicz, and Jonathan W. Ferris of Thomas & Solomon LLP, and Jeremiah Frei-Pearson and Greg Blankinship of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP.

9. **“Data Breach”** means the data breach initially disclosed by Brown-Forman on or about August 25, 2020.

10. **“Effective Date”** has the meaning ascribed in Paragraph 43 of this Agreement.

11. **“February Settlement”** means the class action settlement entered into between Alissa Goodlett and Brown-Forman Corporation on February 9, 2021, which the Court granted final approval of on August 12, 2021.

12. **“Final Approval Hearing”** means the hearing to determine whether the Settlement should be given final approval and whether the application of Class Counsel for attorneys’ fees, costs, and expenses should be approved.

13. **“Motion for Final Approval”** is the motion to be filed by Plaintiff pursuant to Paragraph 42 of this Agreement.

14. **“Motion for Preliminary Approval”** is the motion to be filed by Plaintiff pursuant to Paragraph 34 of this Agreement. This Agreement shall be an exhibit to the Motion for Preliminary Approval.

15. **“Notice(s)”** means the written notices to be sent to the Class pursuant to the Preliminary Approval Order, as set forth in Paragraph 35 of this Agreement.

16. **“Notice Deadline”** means the last day by which Notice must begin issuing to the Class, and will initially occur thirty (30) days after entry of the Preliminary Approval Order.

17. **“Objection Deadline”** is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be seventy-five (75) days after the Notice Deadline.

18. **“Opt-Out Deadline”** is the last day on which a Class Member may file a request to be excluded from the Settlement Class, which will be seventy-five (75) days after the Notice Deadline.

19. **“Order and Final Judgment”** means an order of the Court granting Final Approval of the Settlement and the corresponding final judgment.

20. **“Preliminary Approval Order”** means an order issued by the Court preliminarily approving the Settlement provided for in this Agreement.

21. **“Released Claims”** means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties,

exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including those concerning: (i) the disclosure of the Settlement Class Members' personal information in the Data Breach; (ii) Brown-Forman's maintenance of Settlement Class Members' personal information as it relates to the Data Breach; (iii) Brown-Forman's information security policies and practices as it relates to the Data Breach; or (iv) Brown-Forman's provision of notice to Settlement Class Members following the Data Breach.

22. **"Settlement"** means the settlement reflected by this Agreement.

23. **"Settlement Administrator"** means Kroll Settlement Administration or another settlement administrator selected by Brown-Forman with the consent of the Plaintiff (not to be unreasonably withheld, conditioned, or delayed).

24. **"Settlement Class" or "Settlement Class Member"** means all Class Members other than any Settlement Class Opt-Outs.

25. **"Settlement Class Opt-Out"** means any Class Member who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in Paragraph 41 of this Agreement and the Settlement Long-Form Notice.

26. **"Settlement E-mail Notice"** refers to the notice to be provided to the Class by e-mail, substantially in the form of Exhibit 3 attached hereto, in accordance with Paragraph 35(b) of this Agreement.

27. **"Settlement Long-Form Notice"** refers to the notice to be made available to the Class on the website (see Paragraph 35(b)(iii)), substantially in the form of Exhibit 4 attached hereto, in accordance with Paragraph 35(c) of this Agreement.

28. **"Settlement Postcard Notice"** refers to the notice to be provided to the Class by U.S. Mail, substantially in the form of Exhibit 5 attached hereto, in accordance with Paragraph 35(b) of this Agreement.

II. SETTLEMENT TERMS

29. **Class Benefit.** Subject to the terms of this Agreement, Brown-Forman shall make available the following benefits (none of which are mutually exclusive) to Settlement Class Members who have submitted valid Claim Forms:

(a) **Credit Monitoring Services.** Settlement Class Members may enroll in Experian IdentityWorksSM identity protection services for a total period of three (3) years by submitting the Claim Form (Identity Protection) by the Claim Deadline (Identity Protection). Class Members who have already signed up for one (1) year of Experian IdentityWorksSM identity protection

services offered by Brown-Forman following the Data Breach will be entitled to an additional two (2) years of services. Experian IdentityWorksSM includes credit monitoring from all three bureaus, access to the Experian credit report, \$1 million in identity theft insurance, and identity restoration services.

(b) Reimbursement for Out-of-Pocket Losses. Settlement Class Members may submit a claim for Out-of-Pocket Losses up to \$5,000 per Settlement Class Member that have not been reimbursed by insurance provided through Experian IdentityWorksSM (see Paragraph 29(b)(iii)) by submitting the Claim Form (Other Benefits) by the Claim Deadline (Other Benefits).

(i) “Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by Settlement Class Members that are fairly traceable to the Data Breach.

Out-of-Pocket Losses will be deemed “fairly traceable” to the Data Breach if (1) the timing of the loss occurred on or after July 14, 2020; and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Brown-Forman prior to the Data Breach.

Out-of-Pocket Losses may include, without limitation: (1) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member’s personal information; (2) costs incurred on or after August 25, 2020, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; and (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

(ii) To receive Reimbursement for Out-of-Pocket Losses Settlement Class Members must provide to the Settlement Administrator information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting the claim, including denial of the claim by Experian IdentityWorksSM (see Paragraph 29(b)(iii)); and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone.

Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

(iii) To be eligible for Reimbursement of Out-of-Pocket Losses, Settlement Class Members must first submit a claim for reimbursement to Experian IdentityWorksSM. Experian IdentityWorksSM must have then denied the claim in whole or in part, and the Settlement Class Member must have exhausted the Experian IdentityWorksSM claims process.

(c) Reimbursement for Attested Time. Settlement Class Members may submit a claim for up to eight (8) hours of time spent remedying issues related to identity theft directly caused by the Data Breach at \$20 an hour by submitting the Claim Form (Other Benefits) by the Claim Deadline (Other Benefits).

(i) To receive Reimbursement for Attested Time, Settlement Class Members must provide to the Settlement Administrator information required to evaluate the claim, including: (1) the Class Member's name and current address; (2) a brief description of the time incurred including activities undertaken by the Class Member; and (3) an attestation that the information is being provided under penalty of perjury.

(d) Cash Payment for Inconvenience. Settlement Class Members who have submitted and received an insurance payment through Experian IdentityWorksSM relating to the Data Breach may submit a claim for a cash payment of \$250 by submitting the Claim Form (Other Benefits) by the Claim Deadline (Other Benefits).

(i) To receive a Cash Payment for Inconvenience, Settlement Class Members must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; and (2) documentation associated with insurance claim to Experian IdentityWorksSM, including documentation showing insurance payment.

30. Business Practice Commitments. Brown-Forman agrees to adopt and implement certain business practice commitments and remedial measures as set forth in Paragraph 29 of the February Settlement agreement.

31. Class Counsel's Attorneys' Fees and Expenses. Plaintiff will move the Court for an order awarding Class Counsel's application for attorneys' fees and costs not to exceed one hundred and ninety five thousand dollars (\$195,000), which Brown-Forman agrees not to oppose. This term was negotiated only after the Parties reached an agreement as to the class benefit provided for in Paragraphs 29 and 30.

Any order for attorneys' fees and expenses made by the Court in accordance with this Paragraph shall be paid by wire transfer within ten (10) days after the Effective Date and Brown-Forman's receipt of a completed IRS Form W-9s for Class Counsel, whichever is later. Class Counsel shall provide Brown-Forman Counsel payment instructions within five (5) days of the Effective Date.

In connection with the February Settlement, the Court has approved an award of attorneys' fees and costs in the amount of five hundred seventy thousand dollars (\$570,000) and a class representative service award in the amount of five thousand dollars (\$5,000).

III. IMPLEMENTATION OF SETTLEMENT

32. Reasonable Best Efforts to Effectuate This Settlement. Consistent with the terms of this Agreement and notwithstanding the rights of the Parties to terminate this Agreement as set forth herein, the Parties and their counsel agree to cooperate and to use their reasonable best efforts, including all steps and efforts contemplated by this Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement.

33. Class Certification for Settlement Purposes Only. The Parties acknowledge and agree and hereby stipulate that: (i) the Class will be certified for settlement purposes only pursuant to this Agreement, (ii) Brown-Forman reserves the right to object to class certification de novo in

the event this Agreement is terminated for any reason, (iii) this Agreement shall have no precedential effect with regard to any motion for certification of a litigation class that may be filed if this matter is not fully and completely resolved through this settlement effort; and (iv) this Agreement shall have no precedential effect with regard to any other lawsuit against Brown-Forman that may be pending now or in the future, other than in a proceeding seeking to enforce this Agreement.

34. Motion for Preliminary Approval. Following the execution of this Agreement, Plaintiff shall promptly file a Motion for Preliminary Approval seeking entry of the Preliminary Approval Order. Plaintiff shall provide Brown-Forman with the opportunity to review and comment on the Motion for Preliminary Approval, and Brown-Forman shall cooperate with Plaintiff to obtain preliminary approval of the Settlement consistent with the terms herein. The Preliminary Approval Order shall be substantially similar to the proposed order attached as Exhibit 6.

35. Notice to the Class.

(a) List of the Class Members. Within twenty (20) days of entry of the Preliminary Approval Order, Brown-Forman shall prepare and provide to the Settlement Administrator a list of the names, last known addresses, and last known e-mail addresses of the Class Members.

(b) Notice. Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator shall provide the Class Members with notice of the proposed Settlement by the following methods:

(i) E-Mail. The Settlement Administrator shall distribute the Settlement E-Mail Notice to those Class Members for whom Brown-Forman has provided an e-mail address.

(ii) U.S. Mail. The Settlement Administrator shall send the Settlement Postcard Notice via U.S. Mail to the Class Members' last known address (such addresses to be confirmed and, as necessary, updated using National Change of Address data), even if Class Members have also been sent E-mail Notice. If the mailing of a Settlement Postcard Notice is returned as undeliverable, the Settlement Administrator will make reasonable efforts to identify a new address for that Class Member, including, but not limited to, skip-tracing, and promptly re-send the Settlement Postcard Notice to the identified new address, if any. If the Settlement Postcard Notice is returned as undeliverable a second time, the Settlement Administrator shall not have any obligation to re-send the Settlement Postcard Notice (unless the USPS provides a new address when returning the postcard as undeliverable for the second time) or attempt to identify a new address for that Class Member. The U.S. Mail Notice for this Settlement will include notice to certain individuals whom the Settlement Administrator inadvertently did not send postcard notice of the February Settlement.

(iii) Website. The Settlement Administrator shall maintain a website, beginning on or before Notice Deadline and ending no later than three years and six months after the Effective Date. The website shall include copies of the Complaint, Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Settlement Long-Form Notice, Claim Form (Identity Protection), Claim Form (Other Benefits), motions for Class Counsel's attorneys' fees,

expenses, Motion for Final Approval, and Order and Final Judgement. The Website shall also provide applicable Settlement deadlines and answers to frequently asked questions.

(iv) Toll-Free Number. The Settlement Administrator will also maintain a toll-free number that will provide recorded answers to frequently asked questions about the Settlement. In addition, there will be an option for Class Members to request mailed or emailed copy of settlement documents, including Claim Forms or Settlement Long-Form Notice.

(c) Settlement Long Form Notice. The Settlement Long Form Notice will be made available to the Class Members on the Website.

(d) Proof of Notice. Plaintiff shall file with the Motion for Final Approval, or at such other time required by the Court, a declaration from the Settlement Administrator confirming that notice has been provided to the Class in accordance with Paragraph 35.

36. Payment of Expenses Related to Notice and Administration. Brown-Forman will pay all costs incurred and fees charged by the Settlement Administrator in providing notice to the Class in accordance with Paragraph 35 and otherwise administering the Settlement.

37. Claim Forms. Settlement Class Members may submit Claim Forms electronically via the website referenced in Paragraph 35(b)(iii) or physically by mail to the Settlement Administrator. Claims Forms must be submitted electronically or postmarked by the applicable Claim Deadline (Identity Protection) and/or Claim Deadline (Other Benefits). Claim Forms must be submitted individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass, except that the Claim Forms may be submitted by a legal representative of a deceased Settlement Class Member or a Settlement Class Member who has been adjudicated to be mentally incompetent. If Claim Forms are submitted by a legal representative of a deceased or mentally incompetent Settlement Class Member, the Claim Forms must be submitted together with a copy of a court order or other documentation from which the Settlement Administrator can reasonably verify the authority of the legal representative to act on behalf of the Settlement Class Member.

38. Claim Form Disputes. To the extent the Settlement Administrator determines a Claim Form is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the Settlement Class Member did not provide an e-mail address, in which case such notifications shall be sent via U.S. Mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within seven (7) days of the determination. The Settlement Administrator may consult with Class Counsel and Brown-Forman Counsel in making such determinations.

39. Objections. Any Settlement Class Member who wishes to object to the Settlement must send a signed, written objection to the Settlement Administrator by the Objection Deadline (or other date required by the Court). Written objections must set forth the following:

- (a) the name of the proceedings ("*Goodlett v. Brown-Forman Corporation*");

- (b) the Settlement Class Member's full name, current mailing address, and telephone number;
- (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (d) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (e) the identity of any attorneys representing the objector;
- (f) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and
- (g) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Settlement Class Members who fail to make objections in the manner specified in Paragraph 39 of this Agreement will be deemed to have waived any objections and will be foreclosed from making any objections, whether by a subsequent objection, intervention, appeal, or any other process.

40. Intention to Appear at Final Approval Hearing. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing must send a signed Notice of Intention to Appear to the Settlement Administrator no later than seventy-five (75) days following the Notice Deadline (or other date required by the Court). The Notice of Intention to Appear must set forth the following:

- (a) the name of this Action ("*Goodlett v. Brown-Forman Corporation*");
- (b) the full name, address, and telephone number of the person intending to appear at the Final Approval Hearing;
- (c) the words "Notice of Intention to Appear" at the top of the document;
- (d) the points the person wishes to speak about at the Final Approval Hearing; and
- (e) the identity (name, address, and telephone number) of any lawyer who will speak on the person's behalf.

41. Opt-Outs. A Class Member may opt out of the Settlement by submitting an opt-out request to the Settlement Administrator by U.S. mail, as set forth in the Notice. Any such opt-out request, in order to be timely, must be postmarked by the Opt-Out Deadline (or other date required by the Court). The Request for Exclusion must set forth the following:

- (a) the name of this Action ("*Goodlett v. Brown-Forman Corporation*");
- (b) the full name, address, and telephone number of the person requesting to be excluded;

- (c) the words “*Request for Exclusion*” at the top of the document; and
- (d) a declaration stating “I request that I be excluded from the Settlement Class in *Goodlett v. Brown-Forman Corporation*, and do not wish to participate in the settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any benefits under the Settlement.”

Requests to opt-out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass. A list of Class Members submitting a timely request for exclusion shall be submitted to the Court with the Motion for Final Approval. All Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Agreement, and their claims shall be released as provided for herein.

A Class Member cannot submit an opt-out request and a Claim Form. If a Class Member submits an opt-out request and a Claim Form, the Settlement Administrator will determine based on the communication with the latest date (provided it is timely) whether the Class Member intends to opt out or submit a Claim Form.

A Class Member cannot submit both an opt-out request and an objection. If a Class Member submits both an opt-out request and an objection, the Settlement Administrator will send a letter explaining that they are not permitted to make both such requests, and asking the Class Member to make a final decision as to whether to opt out or object and inform the Settlement Administrator of that decision within ten (10) days. If the Class Member does not respond to that communication within ten (10) days after it was mailed (or by the Objection and Opt-Out Deadlines, whichever is later), the Class Member will be treated as having opted out of the Class, and the objection will not be considered, subject to the Court’s discretion.

42. Motion for Final Approval. In accordance with a schedule to be established by the Court, Plaintiff shall file a Motion for Final Approval seeking final approval of the Settlement and entry of final judgment. Plaintiff shall provide Brown-Forman with the opportunity to review and comment on the Motion for Final Approval, and Brown-Forman shall cooperate with Plaintiff to obtain final approval of the Settlement consistent with the terms herein. The Final Approval Order and Judgment shall be substantially similar to the proposed order attached as Exhibit 7.

43. Effective Date of Settlement. The Settlement detailed in this Agreement shall be effective five (5) days following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Order and Final Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

44. Provision of Credit Monitoring Services. The Settlement Administrator shall send an activation code to each Settlement Class Member who submitted a valid Claim Form (Identity Protection) within thirty (30) days of the Effective Date, which can be used to activate Credit Monitoring Services via an enrollment website maintained by Experian. Such enrollment codes

shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Credit Monitoring Services claimants may activate Credit Monitoring Services for a period of at least ninety (90) days from the date the Settlement Administrator sends the activation code.

45. Payment of Other Benefits. Payments for Reimbursement of Out-of-Pocket Losses, Reimbursement for Attested Time, and Cash Payment for Inconvenience will be made by the Settlement Administrator within forty-five (45) days of validation of the Claim Form (Other Benefits) according to the process set forth in Paragraphs 37 and 38 or forty-five (45) days after the Effective Date, whichever is later. Thirty (30) days after the Effective Date, and every month thereafter for three and a half years, the Settlement Administrator shall invoice Brown-Forman for claims to be paid from the prior month. Within ten (10) business days Brown-Forman will provide the Settlement Administrator with the funds to pay the claims made during the previous month.

46. Uncashed Checks. In the event that a check or draft issued to a Settlement Class Member by the Settlement Administrator is not negotiated within one-hundred eighty (180) days of the date of the check or draft, within sixty (60) days thereafter, the Settlement Administrator shall return the funds to Brown-Forman, unless otherwise agreed between the Settlement Administrator and Brown-Forman. The Settlement Class Member shall be deemed to have waived his or her entitlement to payment under this Agreement and Brown-Forman shall have no further monetary liability or responsibility to that Settlement Class Member. All other terms of this Agreement, including the Release set forth in Paragraph 48 below, shall remain in effect.

47. All Claims Satisfied. Each Settlement Class Member shall look solely to the relief described in Paragraphs 29 and 30 for settlement and satisfaction, as provided herein, of all Released Claims.

IV. RELEASES AND JURISDICTION OF COURT

48. Release of Released Entities. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns (the "Releasing Parties") shall be deemed to have released, acquitted, and forever discharged any and all Released Claims against Brown-Forman and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns (the "Released Parties") of any of the foregoing.

49. Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that any of the Releasing Parties does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties of any of the foregoing or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly

waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

50. Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

51. Consent to Jurisdiction. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court for purposes of any suit, action, proceeding, or dispute arising out of, or relating to, this Agreement or the applicability of this Agreement.

52. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court for resolution. The Court shall retain jurisdiction over the implementation and enforcement of this Agreement.

V. TERMINATION OF THE AGREEMENT

53. Rejection or Material Alteration of Settlement Terms. Brown-Forman and the Plaintiff shall each have the right to terminate this Agreement by providing written notice of their election to do so to each other within seven (7) days of: (1) the Court declining to enter the Preliminary Approval Order in a form materially consistent with this Settlement Agreement and indicating that it would not enter a Preliminary Approval Order if the Parties make revisions that are materially consistent with this Agreement; (2) the Court declining to enter a Final Approval Order and Judgment in a form materially consistent with this Agreement (other than determining, in the Court's sole discretion, the amount of the attorneys' fees and expenses in accordance with Paragraph 31) and indicating that it would not enter a Final Approval Order and Judgment if the Parties make revisions that are materially consistent with this Agreement; (3) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate court, which indicates that the Settlement cannot be approved if the Parties make revisions that are materially consistent with this Agreement (except with respect to the amount of the attorneys' fees and expenses or service award); or (4) the mutual agreement of the Plaintiff and Brown-Forman to terminate the Agreement. If an option to terminate this Agreement arises

under this Paragraph, no Party is required for any reason or under any circumstance to exercise that option.

54. Return to Pre-Agreement Status. In the event any of the Parties exercise the right of termination enumerated in Paragraph 53, this Agreement shall be null and void, the Parties shall jointly request that any orders entered by the Court in accordance with this Agreement be vacated, and the rights and obligations of the Parties shall be identical to those prior to the execution of this Agreement. In the event either Party exercises any right of termination, the Parties agree to jointly request that the Court provide a reasonable opportunity to engage in such other further proceedings as were contemplated before the Parties entered into this Agreement.

55. No Admission of Liability / Compromise of Disputed Claims. The Parties hereto agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents and discussions associated with it shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Brown-Forman or of the truth of any of the claims or allegations contained in the Complaint; and evidence thereof shall not be discoverable or used directly or indirectly by the Plaintiff or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in the Action or in any other action or proceeding. This Agreement and all of the terms herein constitute compromises and offers to compromise under applicable Kentucky rules of court and statutes. In the event that this Agreement is terminated pursuant to Paragraph 53, nothing in this Agreement or its negotiation may be used as evidence in any action. The Parties expressly waive the potential applicability of any doctrine, case law, statute, or regulation, which, in the absence of this Paragraph, could or would otherwise permit the admissibility into evidence of the matters referred to in this Paragraph. The Parties expressly reserve all their rights and defenses if the Settlement set forth in this Agreement does not become final and effective substantially in accordance with the terms of this Agreement. The Parties also agree that this Agreement, any orders, pleadings or other documents entered in furtherance of this Agreement, and any acts in the performance of this Agreement are not intended to be, nor shall they in fact be, admissible, discoverable, or relevant in any other case or other proceeding against Brown-Forman to establish grounds for certification of any class, to prove either the acceptance by any Party hereto of any particular theory of coverage, or as evidence of any obligation that any Party hereto has or may have to anyone. This provision shall survive any termination of this Agreement.

VI. REPRESENTATIONS AND WARRANTIES

56. Authorization to Enter this Agreement. The undersigned representative of Brown-Forman represents and warrants that he or she is fully authorized to enter into and to execute this Agreement on behalf of Brown-Forman. Class Counsel represent and warrant that they are fully authorized to conduct settlement negotiations with Brown-Forman Counsel on behalf of Plaintiff and to enter into, and to execute, this Agreement on behalf of Plaintiff and the Settlement Class, subject to Court approval.

57. Assignment. Plaintiff represents and warrants that she has not assigned or transferred any interest in the Action, in whole or in part.

58. Representation. Plaintiff acknowledges that she has been represented by counsel of her own choosing in the Action and the negotiation and execution of this Agreement, fully understands this Agreement, and that she has had a reasonable and sufficient opportunity to consult with counsel before executing this Agreement.

VII. ADDITIONAL PROVISIONS

59. Use of this Agreement. The provisions of this Agreement, and any orders, pleadings or other documents entered in furtherance of this Agreement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after hearing upon application of a Party hereto, (iii) in order to establish payment or a defense in a subsequent case, including res judicata, or (iv) to obtain Court approval of this Agreement.

60. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

61. Headings. The headings to this Settlement Agreement have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

62. Construction. This Agreement shall be construed and interpreted to effectuate the intent of the Parties. Plaintiff intends for the Settlement to provide fair compensation to Plaintiff and Settlement Class Members. Brown-Forman intends for the agreement to provide for a complete resolution of the Released Claims. This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

63. Choice of Law. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of Kentucky without regard to its choice of law or conflict of laws principles.

64. Amendment or Waiver. This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party or their counsel, who may only sign with the permission of their clients. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.

65. Modification. Prior to entry of the Final Approval Order and Judgment, this Agreement may, with approval of the Court, be modified by written agreement of the Parties or their counsel, who may only sign with the permission of their clients, without giving any additional notice to the Settlement Class, provided that such modifications are not materially adverse to the Settlement Class.

66. Execution in Counterparts. This Agreement may be executed in counterparts. Facsimile signatures, electronic signatures obtained through a service ensuring an authentication process, or signatures in PDF format shall be considered as valid signatures as of the date thereof, and may be filed with the Court.

67. Integrated Agreement. This Agreement, including the exhibits hereto, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties hereto, and supersedes any prior oral or written agreements and contemporaneous oral agreements among the Parties, including but not limited to the Confidential Settlement Term Sheet agreed to by the Parties on December 11, 2020. Exhibits to this Agreement are integral to the Agreement and are hereby incorporated and made part of this Agreement.

68. Notices. All notices and other communications required or permitted under this Agreement, other than requests for exclusion or objections to the proposed Settlement, shall be in writing and delivered in person, by overnight delivery service and by e-mail. Any such notice shall be deemed given as of the date of receipt and shall be delivered to the Parties as follows:

If to the Plaintiff:

Jessica L. Lukasiewicz
jlukasiewicz@theemploymentattorneys.com
Thomas & Solomon LLP
693 East Avenue
Rochester, New York 14607

Jeremiah Frei-Pearson
jfrei-pearson@fbfglaw.com
Finkelstein, Blankinship, Frei-Pearson &
Garber, LLP
One North Broadway Suite 900
White Plains, New York 10601

If to Brown-Forman:

Purvi G. Patel
ppatel@mofo.com
Morrison & Foerster LLP
707 Wilshire Boulevard
Los Angeles, CA 90017-3543

69. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

70. Confidential Information. The Settlement Administrator shall keep confidential any personal identifying information of the Class Members, and any financial information of Brown-Forman, that has or may come into its possession.

71. Deadlines. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

72. Retention of Records. The Settlement Administrator shall retain records relating to all mailed notices, returned mailed notices, correspondence related to the Settlement and Settlement checks for a period of three (3) years and six (6) months after the Effective Date. After this time, the Settlement Administrator will provide these records to Brown-Forman if it so desires, and the Settlement Administrator shall destroy any such documentary records it has in its possession, and Brown-Forman will have the option, in its sole discretion, to destroy such records.

73. Contact with Class Members. Brown-Forman may communicate with the Class Members in the ordinary course of its business. Brown-Forman will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator and/or Class Counsel.

SIGNED AND AGREED:

09/15/2021
Dated: September __, 2021

ALISSA GOODLETT



By: Alissa Goodlett
09/15/2021 23:04:06 UTC

Dated: September __, 2021

BROWN-FORMAN CORPORATION

By: _____

Its: _____

APPROVED AS TO FORM ONLY:

Dated: September __, 2021

THOMAS & SOLOMON LLP

By: Jessica L. Lukasiewicz
Attorney for Plaintiff

72. Retention of Records. The Settlement Administrator shall retain records relating to all mailed notices, returned mailed notices, correspondence related to the Settlement and Settlement checks for a period of three (3) years and six (6) months after the Effective Date. After this time, the Settlement Administrator will provide these records to Brown-Forman if it so desires, and the Settlement Administrator shall destroy any such documentary records it has in its possession, and Brown-Forman will have the option, in its sole discretion, to destroy such records.

73. Contact with Class Members. Brown-Forman may communicate with the Class Members in the ordinary course of its business. Brown-Forman will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator and/or Class Counsel.

SIGNED AND AGREED:

Dated: September __, 2021

ALISSA GOODLETT

By: Alissa Goodlett

Dated: September 15, 2021

BROWN-FORMAN CORPORATION

By: Amanda G. Main

Its: AVP, Senior Attorney

APPROVED AS TO FORM ONLY:

Dated: September __, 2021

THOMAS & SOLOMON LLP

By: Jessica L. Lukasiewicz
Attorney for Plaintiff

72. Retention of Records. The Settlement Administrator shall retain records relating to all mailed notices, returned mailed notices, correspondence related to the Settlement and Settlement checks for a period of three (3) years and six (6) months after the Effective Date. After this time, the Settlement Administrator will provide these records to Brown-Forman if it so desires, and the Settlement Administrator shall destroy any such documentary records it has in its possession, and Brown-Forman will have the option, in its sole discretion, to destroy such records.

73. Contact with Class Members. Brown-Forman may communicate with the Class Members in the ordinary course of its business. Brown-Forman will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator and/or Class Counsel.

SIGNED AND AGREED:

Dated: September __, 2021

ALISSA GOODLETT

By: Alissa Goodlett

Dated: September __, 2021

BROWN-FORMAN CORPORATION

By: _____

Its: _____

APPROVED AS TO FORM ONLY:

09/15/2021

Dated: September __, 2021

THOMAS & SOLOMON LLP

Jessica Lukasiewicz

SignNow signature ID: 192e626aa8;
09/15/2021 18:06:03 UTC
Attorney for Plaintiff

09/15/2021

Dated: September __, 2021

FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP



DocuSign Envelope ID: 1B71C6B2-
0946-2021-0101-34-01C

Attorney for Plaintiff

Dated: September __, 2021

MORRISON & FOERSTER LLP

By: Purvi G. Patel

Attorney for Defendant

Brown-Forman Corporation


Dated: September __, 2021

FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP

By: Greg Blankinship
Attorney for Plaintiff

Dated: September 15, 2021

MORRISON & FOERSTER LLP



By: Purvi G. Patel
Attorney for Defendant
Brown-Forman Corporation

EXHIBIT 1

JEFFERSON CIRCUIT COURT

Goodlett, et al. v. Brown-Forman Corporation, No. 20-CI-005631

CLAIM FORM (IDENTITY PROTECTION)

Instructions: If you were (i) notified by Brown-Forman after August 12, 2021 that your personal information was or may have been compromised in the data breach disclosed by Brown-Forman in or about August 2020; or (ii) previously notified by Brown-Forman of the Data Breach, but the Settlement Administrator inadvertently did not send you notice of the February Settlement,¹ you can enroll in Experian IdentityWorksSM identity protection services for a total of three (3) years. For example, if you already signed up for one (1) year of monitoring, you will be eligible to submit an Identity Protection Claim Form to have an additional two (2) years of monitoring services. Experian IdentityWorksSM includes credit monitoring from all three bureaus, access to the Experian credit report, \$1 million in identity theft insurance, and identity restoration services.

Submit this claim form online at **brownformanbreachsettlement.com** by no later than **[DATE]**. You can also mail this claim form to **[SETTLEMENT ADMINISTRATOR ADDRESS]** postmarked no later than **[DATE]**.

The detailed Notice and Settlement Agreement contain additional information and are available at **brownformanbreachsettlement.com** or by calling **[SETTLEMENT NUMBER]**.

Important: If you are submitting a claim for Reimbursement of Out-of-Pocket Losses, Reimbursement for Attested Time, and/or a Cash Payment for Inconvenience, please make sure to complete the separate **CLAIM FORM (OTHER BENEFITS)**.

A. CONTACT INFORMATION

Name:

Address:

City, State, Zip Code:

Email Address:

¹ The February Settlement refers to the class action settlement entered into between Alissa Goodlett and Brown-Forman Corporation on February 9, 2021, which the Court granted final approval of on August 12, 2021. The February Settlement also arose out of the Data Breach.

If you previously signed up with Brown-Forman for a year of credit monitoring through Experian IdentityWorksSM, place an “x” or “yes” in the space provided.

_____ I previously signed up with Brown-Forman for a year of credit monitoring through Experian IdentityWorksSM.

B. ATTESTATION UNDER PENALTY OF PERJURY

By submitting this Claim Form, I declare under penalty of perjury under the laws of the State of Kentucky that the information I have provided is true and accurate and that I am a member of the Class defined as follows: “all individuals (i) who were notified by Brown-Forman after August 12, 2021 that their personal information was or may have been compromised in the Data Breach; or (ii) who previously were notified by Brown-Forman of the Data Breach, but to whom the Settlement Administrator inadvertently did not send notice of the February Settlement.”

Signature

Date

Typing your name constitutes your legal signature, in the same manner as if you signed by hand

THIS CLAIM FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED TO THE SETTLEMENT ADMINISTRATOR BY [DATE].

IF YOU HAVE ANY QUESTIONS ABOUT THIS LAWSUIT, YOUR RIGHTS, OR COMPLETING THIS CLAIM FORM, PLEASE CONTACT CLASS COUNSEL AT 585-272-0540 or ContactUs@theemploymentattorneys.com.

EXHIBIT 2

JEFFERSON CIRCUIT COURT

Goodlett, et al. v. Brown-Forman Corporation, No. 20-CI-005631

CLAIM FORM (OTHER BENEFITS)

If you were (i) notified by Brown-Forman after August 12, 2021 that your personal information was or may have been compromised in the data breach disclosed by Brown-Forman in or about August 2020 (the “Data Breach”); or (ii) previously notified by Brown-Forman of the Data Breach, but the Settlement Administrator inadvertently did not send you notice of the February Settlement,¹ you may submit a claim for one or more of the following benefits:

1. **Reimbursement for Out-of-Pocket Losses.** If you incurred expenses that are fairly traceable to the Data Breach, such as money spent remedying identity theft or identity fraud or freezing/unfreezing credit reports with any credit reporting agency, you can be reimbursed up to \$5,000. You must submit documents supporting your claim, including denial of the claim by Experian IdentityWorksSM.
2. **Reimbursement for Attested Time.** If you spent time remedying issues related to identify theft directly caused by the Data Breach, you can recover \$20 per hour for up to eight (8) total hours.
3. **Cash Payment for Inconvenience.** If you submitted and received an insurance payment through Experian IdentityWorksSM relating to the Data Breach, you can receive a cash payment of \$250.

Submit this claim form via brownformanbreachsettlement.com or mail this claim form to **[SETTLEMENT ADMINISTRATOR ADDRESS]** postmarked no later than the date on which your Experian IdentityWorksSM provided under the settlement expires.

The detailed Notice and Settlement Agreement contain additional information and are available at brownformanbreachsettlement.com or by calling **[SETTLEMENT NUMBER]**.

IMPORTANT: If you are submitting a claim for Identity Protection, please make sure the complete the separate **CLAIM FORM (IDENTITY PROTECTION)**.

¹ The February Settlement refers to the class action settlement entered into between Alissa Goodlett and Brown-Forman Corporation on February 9, 2021, which the Court granted final approval of on August 12, 2021. The February Settlement also arose out of the Data Breach.

A. CONTACT INFORMATION

Name:

Address:

City, State, Zip Code:

Email Address:

B. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES

If you lost or spent money trying to prevent or recover from fraud or identity theft caused by the Data Breach, and Experian IdentityWorksSM denied your claim for reimbursement, you can receive reimbursement for up to \$5,000.

You must attach documents that show what happened and how much you lost or spent so that you can be repaid. You must also submit documents that show Experian IdentityWorksSM denied your claim. Handwritten receipts are, by themselves, not enough to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

Description of Loss or Money Spent and Supporting Documents (Identify each document you are attaching, and explain why it is related to the Data Breach)	Amount	Date

C. REIMBURSEMENT FOR ATTESTED TIME

If you spent time remediating issues related to identity theft directly caused by the Data Breach, you can be compensated \$20 per hour for up to eight (8) hours.

You must describe the actions you took in response to the Data Breach and the time each action took.

Total time spent remediating issues related to the Data Breach: _____ Hours _____ Minutes

Explanation of Time Spent (Identify what you did and why)	Date	Number of Hours and Minutes

D. CASH PAYMENT FOR INCONVENIENCE

If you submitted and received an insurance payment through Experian IdentityWorksSM relating to the Data Breach, you can receive a cash payment of \$250.

You must provide documentation showing the insurance payment by Experian IdentityWorksSM.

Place an “x” or “yes” in the space provided to confirm your election.

_____ I wish to receive a Cash Payment for Inconvenience of \$250.

E. ATTESTATION UNDER PENALTY OF PERJURY

By submitting this Claim Form, I declare under penalty of perjury under the laws of the State of Kentucky that the information I have provided is true and accurate and that I am a member of the Class defined as follows: “all individuals (i) who were notified by Brown-Forman after August 12, 2021 that their personal information was or may have been compromised in the Data Breach; or (ii) who previously were notified by Brown-Forman of the Data Breach, but to whom the Settlement Administrator inadvertently did not send notice of the February Settlement.”

Signature

Date

*Typing your name constitutes your legal
signature, in the same manner as if you signed
by hand*

THIS CLAIM FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED TO THE SETTLEMENT ADMINISTRATOR BY THE DATE ON WHICH YOUR EXPERIAN IDENTITYWORKSSM PROVIDED UNDER THE SETTLEMENT EXPIRES.

IF YOU HAVE ANY QUESTIONS ABOUT THIS LAWSUIT, YOUR RIGHTS, OR COMPLETING THIS CLAIM FORM, PLEASE CONTACT CLASS COUNSEL AT ContactUs@theemploymentattorneys.com or 585-272-0540.

EXHIBIT 3

E-Mail Notice

To: [Class Member]

From: Kroll Settlement Administration

Subject: Legal Notice of Settlement of Class Action and Applicable Deadlines

A Court directed this Notice. This is not a solicitation from a lawyer.

YOU ARE ELIGIBLE FOR UP TO THREE YEARS OF CREDIT MONITORING AND YOU MAY ALSO BE ELIGIBLE TO RECEIVE CASH PAYMENTS.

TO: All individuals who (i) were notified by Brown-Forman Corporation after August 12, 2021 that their personal information was or may have been compromised in the data breach initially disclosed by Brown-Forman in or about August 2020; or (ii) who previously were notified by Brown-Forman of the Data Breach, but to whom the Settlement Administrator inadvertently did not send notice of the February Settlement.¹

A class action settlement has been proposed in litigation against Brown-Forman relating to a data breach that Brown-Forman disclosed on or about August 2020 (“Data Breach”). The case is known as *Goodlett et al. v. Brown-Forman Corporation*, Case No. 20-CI-005631 in the Jefferson Circuit Court. You are receiving this notice because Brown-Forman’s records show that your personal information was or may have been compromised in the Data Breach. **The easiest way to submit a claim under the settlement is online at www.brownformanbreachsettlement.com.**

Please read the detailed Class Notice and proposed settlement at www.brownformanbreachsettlement.com to fully understand your legal rights and options.

Under the terms of the settlement, you could be eligible to receive:

Identity Theft Protection Coverage: You can sign up for three years total of identity theft protection coverage through Experian IdentityWorksSM. For example, if you previously signed up for one (1) year of identity theft protection coverage through Brown-Forman, you will be eligible to receive an additional two (2) years of coverage.

To be eligible to receive identity theft protection coverage, you must submit a completed Claim Form (Identity Protection) by [75 days after notice is mailed/emailed]. You can access the Claim Form online at www.brownformanbreachsettlement.com.

Other Benefits: You may also be eligible to receive Reimbursement for Out-of-Pocket Losses, Reimbursement for Attested Time, and a Cash Payment for Inconvenience caused by the Data

¹ The February Settlement refers to the class action settlement entered into between Alissa Goodlett and Brown-Forman Corporation on February 9, 2021, which the Court granted final approval of on August 12, 2021. The February Settlement also arose out of the Data Breach.

Breach. Further information about these benefits and whether you are eligible to receive them can be found at www.brownformanbreachsettlement.com.

To be eligible to receive these benefits, you must submit a completed Claim Form (Other Benefits) by the date on which your Experian IdentityWorksSM provided under the settlement expires. You can access the Claim Form online at www.brownformanbreachsettlement.com.

Additional Information:

To object to the proposed settlement, please review Section 7 of the detailed Class Notice at [\[HYPERLINK\]](#). To opt-out of the proposed Settlement, please review Section 8 of the detailed Class Notice at [\[HYPLERLINK\]](#). The deadline for objecting to the proposed settlement or opting out of the settlement is [\[75 DAYS FROM THE NOTICE DATE\]](#).

The Court will hold a hearing on [\[DATE\]](#) to consider whether to approve the Settlement and whether to award up to \$195,000 in attorneys' fees and expenses to Class Counsel.

If you have questions or concerns, you can contact Class Counsel at ContactUs@theemploymentattorneys.com or at 585-272-0540. You can also contact the Settlement Administrator at [\[INSERT\]](#).

EXHIBIT 4

If you were (i) notified by Brown-Forman after August 12, 2021 that your personal information was or may have been compromised in the data breach disclosed by Brown-Forman in or about August 2020; or (ii) previously notified by Brown-Forman of the Data Breach, but the Settlement Administrator inadvertently did not send you notice of the February Settlement, you may be entitled to benefits from a class action Settlement.

A Court directed this notice. This is not a solicitation from a lawyer.

**YOU ARE ELIGIBLE FOR UP TO THREE YEARS OF CREDIT MONITORING AND
YOU MAY ALSO BE ELIGIBLE TO RECEIVE CASH PAYMENTS.**

A class action settlement has been proposed in litigation against Brown-Forman Corporation relating to a data breach that Brown-Forman disclosed on or about August 2020 (the “Data Breach”). The case is known as *Goodlett et al. v. Brown-Forman Corporation*, Case No. 20-CI-005631 in the Jefferson Circuit Court. The proposed Settlement will provide benefits to Class Members whose personal information may have been affected by the Data Breach.

YOUR LEGAL RIGHTS AND OPTIONS IN THE PROPOSED SETTLEMENT

Do Nothing	<p>By doing nothing, you will be foregoing the ability to obtain up to three (3) years of identity theft protection. If you have already signed up for identity theft protection in response to the August 2020 notice of the Data Breach, you are giving up the ability to extend that coverage to span a total of three (3) years.</p> <p>You will also be giving up the ability to receive other benefits available under the Settlement, should it be approved. These benefits are: reimbursement for out-of-pocket losses, reimbursement for attested time, and a cash payment for inconvenience.</p>
-------------------	--

	You are also relinquishing any rights you may have to sue Brown-Forman regarding the Data Breach.
Timely Submit Claim Form(s).	<p>To be eligible to receive a total of three (3) years of identity protection coverage, you must submit a Claim Form (Identity Protection) by [75 days after Notice Deadline].</p> <p>To be eligible to receive reimbursement for out-of-pocket losses, reimbursement for attested time incurred remediating issues related to the Data Breach, or a cash payment for inconvenience due to the Data Breach, you must submit a Claim Form (Other Benefits) by the date on which your Experian IdentityWorksSM credit monitoring provided under the Settlement expires.</p>
Object to the Settlement	Submit an objection to the Court by [75 days after Notice Deadline] , to let the Court know you disagree with some or all of the terms of the proposed Settlement. You can still submit Claim Forms if you object to the proposed Settlement. If the Court approves the Settlement, you will be bound by the Court's decision and the Settlement Agreement.
Opt-out of the Settlement	Submit an Opt-Out Statement by [75 days after Notice Deadline] , to be excluded from the Settlement. If you opt out of the Settlement, you forfeit any rights to Settlement benefits. You will retain any right you may have to sue Brown-Forman regarding the Data Breach.

This Notice explains these rights and options and the deadlines to exercise them. The Court still has to decide whether to approve this Settlement. Benefits for valid claims will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is this lawsuit about?

On July 28, 2020, Brown-Forman discovered it was the victim of a cyber-attack. The cyber-criminals stole certain records containing information about some of Brown-Forman's current and former employees (and in some cases, limited information about employee dependents or beneficiaries). Brown-Forman initially disclosed the Data Breach in or about August 2020, and

has notified current and former employees whose personal information was or may have been compromised in the Data Breach.

Thereafter, Alissa Goodlett filed a class action lawsuit alleging that she and other individuals were affected by the Data Breach. Alissa Goodlett is the “Plaintiff” or “Class Representative” and she sued Brown-Forman the “Defendant” on behalf of people who have similar claims (the “Class”). The lawsuit alleges Brown-Forman did not adequately protect the Class Members personal information. Brown-Forman denies all allegations of wrongdoing.

2. Why is there a proposed Settlement?

The Court did not reach a final decision in favor of the Class or Brown-Forman. Instead, both sides agreed to a proposed Settlement to resolve the lawsuit. A settlement avoids the costs and uncertainty of a trial and related appeals, while providing benefits to the Class.

The Class Representative and Class Counsel believe the proposed Settlement is best for all members of the Class. The Court in charge of the lawsuit has granted preliminary approval of the proposed Settlement and has ordered that this notice be made available to explain it.

3. Who does the proposed Settlement affect?

You are a Class Member and are affected by the proposed Settlement if you were (i) notified by Brown-Forman after August 12, 2021 that your personal information was or may have been compromised in the data breach disclosed by Brown-Forman in or about August 2020; or (ii) previously notified by Brown-Forman of the Data Breach, but the Settlement Administrator inadvertently did not send you notice of the February Settlement.

The February Settlement refers to the class action settlement entered into between Alissa Goodlett and Brown-Forman Corporation on February 9, 2021, which the Court granted final approval of on August 12, 2021. The February Settlement also arose out of the Data Breach. More information is available in the Recitals and Paragraph 11 of the Settlement Agreement available at brownformanbreachsettlement.com.

If you have questions about whether you are a Class Member, you may contact the Settlement Administrator at [phone number] or Class Counsel (see Question 10 below).

If you are a Class Member, you are eligible to obtain benefits under the proposed Settlement. The available benefits and process for submitting claims to receive benefits are described in Questions 4 and 6 below.

4. What benefits are provided?

The Settlement provides the following benefits:

Identity Protection Services.

Members of the Class can elect to enroll in Experian IdentityWorksSM identity protection services for a total period of three (3) years. Experian IdentityWorksSM includes credit monitoring from all three bureaus, access to the Experian credit report, \$1 million in identity theft insurance, and identity restoration services.

If you previously signed up for identity protection coverage through Brown-Forman after receiving notice of the Data Breach, you must submit a valid Claim Form (Identity Protection) in order to receive additional coverage for a period of three (3) years total. If you did not previously sign up for identity protection services, and you submit a valid Claim Form (Identity Protection), you will receive three (3) years of identity theft protection coverage.

To be eligible to receive identity theft protection coverage, you must submit a completed Claim Form (Identity Protection) by [75 days after Notice Deadline].

Reimbursement for Out-of-Pocket Losses.

If you incurred expenses that are fairly traceable to the Data Breach, that were not reimbursed by insurance provided through Experian IdentityWorksSM, you can be reimbursed up to \$5,000. Examples of reimbursable Out-of-Pocket Losses include:

- costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your personal information;
- costs incurred on or after August 25, 2020, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; or
- other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

If you submit a claim for Reimbursement of Out-of-Pocket Losses, you must provide the Settlement Administrator with your contact information as well as documents that show what happened and how much you lost or spent so that you can be repaid. You must also submit documents that show Experian IdentityWorksSM denied your claim(s). Handwritten receipts are, by themselves, not enough to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

Out-of-Pocket Losses will be deemed fairly traceable to the Data Breach if the timing of the loss occurred on or after July 14, 2020, and the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Brown-Forman prior to the Data Breach.

To be reimbursed for Out-of-Pocket Losses, you must first sign up for Experian IdentityWorksSM provided through the Settlement by submitting a Claim Form (Identity Protection) by [75 days after Notice Deadline], submit a claim for reimbursement to Experian IdentityWorksSM that is denied in whole or in part by Experian, and have exhausted Experian's claims process.

To be eligible to receive Reimbursement for Out-of-Pocket Losses, you must submit a completed Claim Form (Other Benefits) by the date on which your Experian IdentityWorksSM provided under the Settlement expires.

Reimbursement for Attested Time.

If you spent time remedying issues related to identify theft directly caused by the Data Breach, you can submit a claim for \$20 per hour for up to eight (8) total hours.

If you submit a claim for Reimbursement for Attested Time, you must provide the Settlement Administrator with your contact information as well as the actions you took in response to the Data Breach and the time each action took. Class Members must also attest that the information is provided under penalty of perjury.

To be eligible to receive Reimbursement for Attested Time, you must submit a completed Claim Form (Other Benefits) by the date on which your Experian IdentityWorksSM provided under the Settlement expires.

Cash Payment for Inconvenience.

If you submitted and received an insurance payment through Experian IdentityWorksSM relating to the Data Breach, you can receive a cash payment of \$250.

If you submit a claim for a Cash Payment for Inconvenience, you must provide the Settlement Administrator with your contact information as well as documentation showing the insurance payment by Experian.

To receive a Cash Payment for Inconvenience, you must first sign up for Experian IdentityWorksSM provided through the Settlement by submitting a Claim Form (Identity Protection) by **[75 days after Notice Deadline]** and receive an insurance payment through Experian IdentityWorksSM relating to the Data Breach.

To be eligible to receive Cash Payment for Inconvenience, you must submit a completed Claim Form (Other Benefits) by the date on which your Experian IdentityWorksSM provided under the Settlement expires.

Business Practice Commitments. Brown-Forman agrees to adopt and implement certain business practice commitments and remedial measures within the following general categories until at least August 2024:

1. Enhanced Cybersecurity Training and Awareness Program.
2. Enhanced Data Security Policies.
3. Enhanced Security Measures.
4. Further Restricting Access to Personal Information.
5. Enhanced Monitoring and Response Capability.

5. How will the proposed Settlement impact my legal rights?

If the Court approves the proposed Settlement and you do not opt out of the Settlement, you will no longer be able to sue Brown-Forman for claims relating to the Data Breach (see Question 8 below).

The Settlement Agreement describes the released claims specifically, so read it carefully. Section IV of the Settlement Agreement describes the specific claims you are giving up against Brown-Forman. You will be releasing Brown-Forman and all related people as described in Paragraph 48 of the Settlement Agreement. The Settlement Agreement is available at brownformanbreachsettlement.com or you can request a copy from the Settlement Administrator at [phone]. Talk to Class Counsel (see Question 10 in the section on “The Lawyers Representing You” below) or your own lawyer if you have questions about the Released Claims or what they mean.

SUBMITTING THE CLAIM FORMS TO PARTICIPATE IN THE SETTLEMENT

6. How do I submit the Claim Forms to receive the benefits of the proposed Settlement?

You must submit a Claim Form (Identity Protection) and/or a Claim Form (Other Benefits) to receive Settlement benefits. **Note that there are different deadlines that apply for each Claim Form, and to be eligible for Reimbursement for Out-of-Pocket Losses or Cash Payment for Inconvenience you must first submit a claim for Identity Protection.**

- The **Claim Form (Identity Protection)** must be submitted online [here] on [75 days after notice deadline] or by mail postmarked on or before [75 days after notice deadline].
- The **Claim Form (Other Benefits)** must be submitted online [here] or by mail postmarked on or before the date on which your Experian IdentityWorksSM provided under the Settlement expires.

You can access and submit the Claim Forms online by going to brownformanbreachsettlement.com. Alternatively, you can submit the Claim Forms by printing the forms from the Website or requesting paper copies from the Settlement Administrator, and mailing the completed Claim Forms to the Settlement Administrator at [SETTLEMENT ADMINISTRATOR ADDRESS].

You must sign the Claim Forms. If you submit your Claim Form(s) online, typing your name in the signature box will constitute your legal signature.

If you move after submitting a Claim Form, it is your responsibility to provide your new address to the Settlement Administrator. The Settlement Administrator will use the most recent address it has on file for providing benefits under the Settlement.

OBJECTING TO THE PROPOSED SETTLEMENT

7. How can I object?

As a Class Member, you can object to the proposed Settlement if you do not think the proposed Settlement is fair, reasonable, or adequate by filing a written objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, the Class Members will not receive the benefits described in this notice, and the lawsuit will continue.

You may object to the proposed Settlement in writing and appear at the Final Approval Hearing, either in person or through your own attorney, at your own expense, if the Court allows. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must include:

- i. the name of the proceedings (“*Goodlett v. Brown-Forman Corporation*”);
- ii. your full name, current mailing address, and telephone number;
- iii. a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- iv. a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- v. the identity of any attorney(s) representing you;
- vi. a statement regarding whether you (or your attorney) intends to appear at the Final Approval Hearing; and
- vii. either your or your attorney’s signature.

CLASS MEMBERS MUST MAIL OBJECTIONS TO THE SETTLEMENT ADMINISTRATOR POSTMARKED BY [75 DAYS AFTER THE NOTICE DEADLINE].

If you wish to be heard at the Final Approval Hearing, you must send a signed Notice of Intention to Appear to the Settlement Administrator no later than [seventy-five (75) days following the Notice Deadline (or other date required by the Court)]. The Notice of Intention to Appear must include the following:

- i. the name of this Action (“*Goodlett v. Brown-Forman Corporation*”);
- ii. your full name, address, and telephone number if you intend to appear at the Final Approval Hearing;
- iii. the words “Notice of Intention to Appear” at the top of the document;
- iv. the points you wish to speak about at the Final Approval Hearing; and

- v. the identity (name, address, and telephone number) of any lawyer who will speak on your behalf.

If you object and the Settlement is approved, you will still be entitled to receive benefits under the Settlement that you qualify for, but you must submit a valid Claim Form to do so (see Question 6 above). Submitting a Claim Form does not waive your objection to the Settlement.

If you want to keep the right you may have, if any, to sue Brown-Forman based on the Data Breach, you must exclude yourself from the Settlement Class, as described below in Question 8.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

8. How do I opt out of the proposed Settlement?

To opt out and not be part of the Class, you must mail a letter to the Settlement Administrator stating that you wish to do so.

Your opt-out request should state: “I request that I be excluded from the settlement class in *Goodlett v. Brown-Forman Corporation*, and do not wish to participate in the Settlement.” The letter must include: (1) your full name and current address; and (2) your signature. Your request for exclusion must be postmarked no later than [75 days after Notice Deadline] and must be mailed to:

[SETTLEMENT ADMINISTRATOR ADDRESS]

REQUESTS TO OPT-OUT THAT ARE NOT POSTMARKED ON OR BEFORE [DATE] WILL NOT BE HONORED.

If you opt-out of the Settlement, you cannot also object to the Settlement.

9. If I do not exclude myself, can I sue Brown-Forman for the same thing later?

No. If you do not exclude yourself from the Settlement, and the Court approves the proposed Settlement, you give up the right you may have, if any, to sue Brown-Forman and the Released Entities for any claims arising out of the Data Breach. See the answer to Question 5 above.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in the case?

The Court has appointed the following lawyers to represent you and the other Settlement Class Members:

J. Nelson Thomas Jessica L. Lukasiewicz Thomas & Solomon, LLP 693 East Avenue Rochester, NY 14607	Jeremiah Frei-Pearson Greg Blankinship Finkelstein, Blankinship, Frei-Pearson & Garber, LLP One North Broadway
---	--

	Suite 900 White Plains, NY 10601
--	-------------------------------------

These lawyers are called Class Counsel. Class Members will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

You can contact Class Counsel at 585-272-0540 or at ContactUs@theemploymentattorneys.com.

11. How will the lawyers be paid?

Any attorneys' fees and expenses approved by the Court will be paid by Brown-Forman, and the amount of any such award will not affect the benefits to be provided to eligible Settlement Class Members as described above. Class Counsel will ask the Court to award up to \$195,000 for attorneys' fees and costs to Class Counsel. Brown-Forman has agreed not to oppose the request for the award up to this amount. The Court may award less than this amount.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing on [DATE] in Courtroom _____ of the Jefferson County Judicial Center, 700 W. Jefferson St., Louisville, KY 40202, or the hearing may be conducted virtually by online or telephonic means. The date of the hearing may change. If you plan to attend, please check the Settlement website at brownformanbreachsettlement.com. If the hearing is conducted virtually, instructions for how Class Members may attend the hearing will be posted at brownformanbreachsettlement.com.

At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who have submitted timely requests to speak at the hearing. The Court may also decide how much Class Counsel will receive as attorneys' fees and expenses. At or after the hearing, the Court will decide whether to approve the proposed settlement. We do not know how long these decisions will take.

YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING.

IF YOU DO NOTHING

12. What happens if I do nothing?

If you do nothing, you will be included in the Settlement Class, and will not be able to pursue any other lawsuit against Brown-Forman and the Released Entities concerning or relating to the Data Breach. If you previously signed up for identity protection services when offered by Brown-Forman, you will not receive any further benefits other than the identity protection services you have already received. If you did not previously sign up for identity protection services, and you do nothing, you will not be eligible for reimbursement of out-of-pocket losses or the cash payment for inconvenience.

GETTING MORE INFORMATION

13. Are there more details about the proposed Settlement?

This notice summarizes the proposed Settlement. For precise terms and conditions of the Settlement, please see the Settlement Agreement available at brownformanbreachsettlement.com.

PLEASE DO NOT CONTACT BROWN-FORMAN, THE COURT, OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS. CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR ARE AVAILABLE TO ASSIST YOU SHOULD YOU HAVE ANY QUESTIONS.

EXHIBIT 5

Goodlett v Brown-Forman
PO Box 99
Warminster, PA 18974-0099

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

**A COURT DIRECTED THIS
NOTICE. THIS IS NOT
SOLICITATION FROM A
LAWYER.**

**YOU ARE ELIGIBLE FOR
UP TO THREE YEARS OF
CREDIT MONITORING
AND YOU MAY ALSO BE
ELIGIBLE TO RECEIVE
CASH PAYMENTS.**

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

TO: All individuals who (i) were notified by Brown-Forman Corporation after August 12, 2021 that their personal information was or may have been compromised in the data breach initially disclosed by Brown-Forman in or about August 2020; or (ii) who previously were notified by Brown-Forman of the Data Breach, but to whom the Settlement Administrator inadvertently did not send notice of the February Settlement.¹

A class action settlement has been proposed in litigation against Brown-Forman relating to a data breach that Brown-Forman disclosed on or about August 2020 ("Data Breach"). The case is known as Goodlett et al. v. Brown-Forman Corporation, Case No. 20-CI-005631 in the Jefferson Circuit Court. You are receiving this notice because Brown-Forman's records show that your personal information was or may have been compromised in the Data Breach. The easiest way to submit a claim under the settlement is online at www.brownformanbreachsettlement.com.

Please read the detailed Class Notice and proposed settlement at www.brownformanbreachsettlement.com to fully understand your legal rights and options.

Under the terms of the settlement, you could be eligible to receive:

Identity Theft Protection Coverage: You can sign up for three years total of identity theft protection coverage through Experian IdentityWorksSM. For example, if you previously signed up for one (1) year of identity theft protection coverage through Brown-Forman, you will be eligible to receive an additional two (2) years of coverage.

To be eligible to receive identity theft protection coverage, you must submit a completed Claim Form (Identity Protection) by [75 days after notice is mailed/emailed]. You can access the Claim Form online at www.brownformanbreachsettlement.com.

Other Benefits: You may also be eligible to receive Reimbursement for Out-of-Pocket Losses, Reimbursement for Attested Time, and a Cash Payment for Inconvenience caused by the Data Breach. Further information about these benefits and whether you are eligible to receive them can be found at www.brownformanbreachsettlement.com.

To be eligible to receive these benefits, you must submit a completed Claim Form (Other Benefits) by the date on which your Experian IdentityWorksSM provided under the settlement expires. You can access the Claim Form online at www.brownformanbreachsettlement.com.

Additional Information:

To object to the proposed settlement, please review Section 7 of the detailed Class Notice at [HYPERLINK]. To opt-out of the proposed Settlement, please review Section 8 of the detailed Class Notice at [HYPLERLINK]. The deadline for objecting to the proposed settlement or opting out of the settlement is [75 DAYS FROM THE NOTICE DATE]. The Court will hold a hearing on [DATE] to consider whether to approve the Settlement and whether to award up to \$195,000 in attorneys' fees and expenses to Class Counsel.

If you have questions or concerns, you can contact Class Counsel at ContactUs@theemploymentattorneys.com or at 585-272-0540. You can also contact the Settlement Administrator at Info@BrownFormanBreachSettlement.com or at 833-326-0772. If you do not have access to the internet, and need paper copies of the Claim Forms, please contact the Settlement Administrator at 833-326-0772.

¹ The February Settlement refers to the class action settlement entered into between Alissa Goodlett and Brown-Forman Corporation on February 9, 2021, which the Court granted final approval of on August 12, 2021. The February Settlement also arose out of the Data Breach.

Postage
Required

Goodlett v Brown-Forman
c/o Settlement Administrator
PO Box 99
Warminster, PA 18974-0099

< < B a r c o d e > >

Class Member ID: <<Refnum>>

Address Update

If you have an address different from where this postcard was mailed to, please write your correct address and email below and return this portion to the address provided on the other side

DO NOT USE THIS POSTCARD TO FILE A CLAIM, AN EXCLUSION OR OBJECTION.

Name: _____
First Name M.I. Last Name

Street Address: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

EXHIBIT 6

NO. _____

JEFFERSON CIRCUIT COURT
DIVISION: _____
JUDGE: _____

(ELECTRONICALLY FILED)

ALISSA GOODLETT, individually,
and as the representative of a class
of similarly-situated persons,
123 Lakeview Drive
Lawrenceburg, Kentucky 40342

PLAINTIFF

-AND-

VS.

BROWN-FORMAN CORPORATION
850 Dixie Highway
Louisville, Kentucky 40210

DEFENDANT

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND APPROVING NOTICE PROGRAM**

This matter coming before the Court upon the motion of Plaintiff seeking preliminary approval of a class action settlement between Plaintiff Alissa Goodlett and Defendant Brown-Forman Corporation, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this order shall have the same meaning as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Action, Plaintiff, the Class, and Defendant, and venue is proper in this Court
3. On August 12, 2021, the Court granted final approval of the class action settlement entered into between Alissa Goodlett and Brown-Forman Corporation on February 9, 2021 (the "February Settlement").

Settlement Class Certification

4. Pursuant to Rule 23 of the Kentucky Rules of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, a Class consisting of the following:

All individuals (i) who were notified by Brown-Forman after August 12, 2021 that their personal information was or may have been compromised in the Data Breach; or (ii) who previously were notified by Brown-Forman of the Data Breach, but to whom the Settlement Administrator inadvertently did not send notice of the February Settlement.

5. The Court hereby appoints Plaintiff Alissa Goodlett as Class Representative.

6. The Court hereby appoints Thomas & Solomon LLP and Finkelstein, Blankinship, Frei-Pearson & Garber, LLP as Class Counsel, finding that Class Counsel are well-qualified and experienced.

Preliminary Approval

7. Plaintiff has moved the Court for an order approving the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice against Defendant. The Court, having read and considered the Settlement Agreement and having received the Parties' arguments in support of the Settlement Agreement, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing.

8. The Court preliminarily finds that the requirements for class certification under Rule 23.02(a) *et seq.* of the Kentucky Rules of Civil Procedure are satisfied for the reasons set forth in the Plaintiff's Motion for Preliminary Approval. For purposes of the settlement, the Court finds that the proposed Class is ascertainable and that the requirements of numerosity, commonality, typicality, and adequacy of representation are satisfied. The Court further finds preliminarily that, for purposes of the settlement, there are predominant common questions of fact or law. The Court further finds preliminarily that the settlement is a superior means of resolving the Class Members' claims rather than individual suits.

9. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class as to their claims against Defendant. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides beneficial relief to the Settlement Class. The Court also finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arms' length negotiations involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance of experienced mediator, the Honorable Ann O'Malley Shake (Ret.); (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Kentucky Rule of Civil Procedure 23; and (d) is not a finding or admission of liability by Defendant.

Notice and Administration

10. Kroll Settlement Administration is hereby appointed as Settlement Administrator and shall perform all the duties of the Settlement Administrator as set forth in the Settlement Agreement and this order.

11. The Court finds that the notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 3 through 5 thereto (the "Notice Program") is reasonably calculated to, under the circumstances, apprise the members of the Class of the pendency of this action, the certification of the Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process and constitutes the best notice practicable under the circumstances.

12. The Court thus hereby approves the Notice Program, including the proposed Notice documents attached as Exhibits 3 through 5 to the Settlement Agreement. The Court also approves the plan for claims administration, including the Claim Forms attached as Exhibits 1 and 2 to the Settlement Agreement. The Parties may, by agreement, revise the Notice and Claims Forms in

ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

13. Within twenty (20) days of entry of the Preliminary Approval Order, Brown-Forman shall provide the Settlement Administrator with a list of the names, last known mailing addresses, and electronic mail addresses of the Class Members;

14. Pursuant to the Settlement Agreement, after the entry of this Preliminary Approval Order, and subject to the requirements of the Settlement Agreement and this Preliminary Approval Order, Brown-Forman shall coordinate with the Settlement Administrator to provide Notice beginning within thirty (30) days of this Order being entered (“Notice Date”) as follows:

- a The Settlement Administrator shall send the Settlement E-mail Notice to each Class Member for whom Defendant provided an email address on or before the Notice Date;
- b The Settlement Administrator shall send the Settlement Postcard Notice via U.S. Mail to each Class Member on or before the Notice Date;
- c If the mailing of a Settlement Postcard Notice is returned as undeliverable, the Settlement Administrator will make reasonable efforts to identify a new address for that Class Member, including, but not limited to, skip-tracing, and promptly re-send the Settlement Postcard Notice to the identified new address, if any. If the Settlement Postcard Notice is returned as undeliverable a second time, the Settlement Administrator shall not have any obligation to attempt to identify a new address for that Class Member unless the USPS provides a new address when returning the postcard as undeliverable for the second time.
- d The Settlement Administrator shall publish, on or before the Notice Date, the Long-Form Notice on the website in accordance with the requirements set forth in the Settlement Agreement.

15. Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form (Identity Protection) and/or a valid Claim Form (Other Benefits). The deadline to submit a Claim Form (Identity Protection) is seventy-five (75) days after the Notice Date. Any Claim Forms (Other Benefits) must be submitted by the expiration date of the Settlement Class Member's Experian IdentityWorksSM identity protection services provided under the Settlement.

Objections

16. Any member of the Class may object to the granting of final approval to the settlement. Any Class Member may object on their own or may do so through separate counsel at their own expense. Any objection must be mailed to the Settlement Administrator, no later than seventy-five (75) days after the Notice Date. Any written objection to the Settlement must include: (i) the name of the proceedings ("*Goodlett v. Brown-Forman Corporation*"); (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or their attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. In addition, if the Settlement Class Member (or their attorney) intends to appear at the Final Approval Hearing, a Notice of Intention to Appear must be mailed to the Settlement Administrator, no later than seventy-five (75) days after the Notice Date. The Notice of Intention to Appear must contain the following information, if the Class Member (or their attorney) requests permission to speak at the final approval hearing: (i) the name of this Action ("*Goodlett v. Brown-Forman Corporation*"); (ii) the full name, address, and telephone number of the person intending to appear at the Final Approval Hearing; (iii) the words "Notice of Intention to Appear" at the top of the document; (iv) the points the person wishes to speak about at the Final Approval Hearing;

and (v) the identity (name, address, and telephone number) of any lawyer who will speak on the person's behalf.

18. Any member of the Class who fails to file and serve a timely written objection in compliance with the requirements of this Order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Exclusion

19. Class Members who wish to exclude themselves from the Class for purposes of this Settlement may do so by submitting an opt-out request to the Settlement Administrator prior to the opt-out deadline, which shall be seventy-five (75) days after the Notice Date. The opt-out request must comply with the exclusion procedures set forth in the Settlement Agreement. Each Class Member desiring to opt out from the Settlement Class shall timely submit, by U.S. Mail, a written opt-out request to the Settlement Administrator. The written notice must clearly manifest the intent to opt out from the Settlement Class and must: (1) state "I request that I be excluded from the settlement class in *Goodlett v. Brown-Forman Corporation*, and do not wish to participate in the settlement."; (2) identify a Class Member's name and current address; and (3) include a signature. A request for exclusion may not request exclusion of more than one member of the Class. Mass opt-outs are not permitted.

20. Any member of the Class who timely requests exclusion consistent with these procedures may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement. Any member of the Class who fails to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment.

Fairness Hearing

21. A fairness hearing (the "Final Approval Hearing" or "Fairness Hearing") shall be held before this Court on , Jefferson County Judicial Center, 700 West Jefferson Street, Louisville, KY 40202, or by videoconference or telephonic means, to consider:

(a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be given final approval by the Court; (b) whether a final judgment should be entered; and (c) whether to award payment of attorneys' fees, costs, and expenses to Class Counsel and in what amount. The Court may adjourn the Fairness Hearing without further notice to Class Members. If the Court chooses to hold the Fairness Hearing by videoconference or telephonic means, notice will be posted on the Settlement Website.

22. Class Counsel shall file any papers in support of their requested award of attorneys' fees and expenses on or before 7 days before the deadline for Class Members to object to the Settlement.

23. Plaintiff shall file a Motion for Final Approval and the Parties shall file any response to any objections to the Settlement on or before 10 days before the Fairness Hearing.

Miscellaneous Provisions

24. To protect its jurisdiction to consider the fairness of the Settlement Agreement and to enter a final order and judgment having binding effect on all Class Members, the Court hereby enjoins all members of the Class, and anyone who acts or purports to act on their behalf, from pursuing all other proceedings in any state or federal court that seeks to address rights or claims of any Released Party or Class Member relating to, or arising out of, any of the Released Claims.

25. Class Members shall be bound by all determinations and judgments concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

26. All case deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

27. The Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

28. Nonsubstantive amendments may be made to Settlement Agreement and Settlement Notice upon written agreement of the Parties without Court approval.

29. In the event that this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture in effect prior to entry of this Order. Neither party, nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or Rule 23 of the Kentucky Rules of Civil Procedure if this Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under Rule 23 of the Kentucky Rules of Civil Procedure.

30. The Settlement Agreement is not a concession or admission, and shall not be used against Brown-Forman or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Brown-Forman or any of the Released Parties. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be:

- a Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by Brown-Forman or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

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- b Disclosed, referred to, or offered or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Action pursuant to the Settlement Agreement and by the Parties for purposes of enforcing the Settlement Agreement.

ENTERED this _____ day of _____, 2021.

Hon. Mitch Perry
Jefferson Circuit Judge

EXHIBIT 7

NO. _____

JEFFERSON CIRCUIT COURT
DIVISION: _____
JUDGE: _____

(ELECTRONICALLY FILED)

ALISSA GOODLETT, individually,
and as the representative of a class
of similarly-situated persons,
123 Lakeview Drive
Lawrenceburg, Kentucky 40342

PLAINTIFF

-AND-

VS.

BROWN-FORMAN CORPORATION
850 Dixie Highway
Louisville, Kentucky 40210

DEFENDANT

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On August 12, 2021, the Court granted final approval of the class action settlement entered into between Alissa Goodlett and Brown-Forman Corporation on February 9, 2021 (the “February Settlement”). This Court conducted a hearing regarding final approval of the second Settlement Agreement in this action on [REDACTED], 2021. After reviewing the Settlement Agreement, all papers filed in connection with Plaintiff’s motion for final approval of the Settlement Agreement, motion for attorneys’ fees and costs, and the argument of counsel, and, good cause appearing, IT IS HEREBY ORDERED THAT:

1. Plaintiff’s motion for final approval of the parties’ Settlement Agreement is GRANTED. The Court hereby finally approves the Settlement Agreement and finds that the settlement terms set forth therein are fair, adequate, and reasonable, and are hereby ordered to be performed by all parties.

2. The Court hereby confirms as final its provisional certification, for the purposes of

settlement pursuant to Rule 23 of the Kentucky Rules of Civil Procedure, a settlement class as defined as follows:

All individuals (i) who were notified by Brown-Forman after August 12, 2021 that their personal information was or may have been compromised in the Data Breach; or (ii) who previously were notified by Brown-Forman of the Data Breach, but to whom the Settlement Administrator inadvertently did not send notice of the February Settlement.

(the “Settlement Class”). The Settlement Class does not include persons who validly and timely submitted an opt-out request.

3. The Court hereby confirms as final its appointment of Alissa Goodlett as the representative of the Settlement Class.

4. The Court hereby confirms as final its appointment of Thomas & Solomon LLP and Finkelstein, Blankinship, Frei-Pearson & Garber, LLP as Class Counsel.

5. The Court has determined the Class Members received proper and adequate notice of the Settlement, final approval hearing, Class Counsel’s application for attorneys’ fees, and service award to the Class Representative.

6. This final approval order and judgment applies to all claims or causes of action settled under the terms of the Settlement Agreement, and shall be fully binding with respect to all Settlement Class Members who did not properly request exclusion.

7. The Court hereby grants Class Counsel’s motion for attorneys’ fees and costs in the amount of one hundred and ninety-five thousand dollars (\$195,000.00). The Court finds that the amount of this award is fair and reasonable in light of the efforts expended by Class Counsel in prosecuting this action and the benefits obtained for the Settlement Class. Defendant is hereby directed to pay Settlement Class counsel this amount as provided in Paragraph 31 of the Settlement Agreement.

8. Upon the Effective Date, the Action shall be, and hereby is dismissed with prejudice in its entirety as to the Defendant, with each party to bear their own costs and attorneys' fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement Agreement.

9. This Judgment and Order, and the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by the Defendant of any liability, claim, or wrongdoing in this Action or in any other proceeding.

10. In the event that the Settlement Agreement does not become effective in accordance with the Settlement Agreement, then this Judgment and Order shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated, and in such event, all orders entered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

11. The Court hereby finds that there is no just reason for delay of entry of this Judgment and hereby directs its entry.

12. Without affecting the finality of this Judgment in any way, this Action shall remain open and the Court hereby retains continuing jurisdiction over (a) implementation of this Settlement Agreement; (b) disposition of the benefits to the class and payment of attorneys' fees and costs; and (c) all parties hereto for the purpose of construing, enforcing and administering the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

Hon. Mitch Perry