

NO. 20-CI-005631

JEFFERSON CIRCUIT COURT
DIVISION: THREE
HON. MITCH PERRY*(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.

Settlement Class Certification

3. 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 who were notified by Brown-Forman that their personal information was or may have been compromised in the data breach initially disclosed by Brown-Forman in or about August 2020.

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

5. 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

6. 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.

7. 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.

8. 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

9. Heffler Claims Group 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.

10. 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.

11. 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.

12. 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;

13. 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.

14. 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

15. 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.

16. 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 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.

17. 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

18. 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.

19. 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

20. 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; (c) whether to award payment of attorneys' fees, costs, and expenses to Class Counsel and in what amount; and (d) whether to award payment of a service award to the Class Representative 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.

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

22. 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

23. 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.

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

25. 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.

26. 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.

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


28. 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.

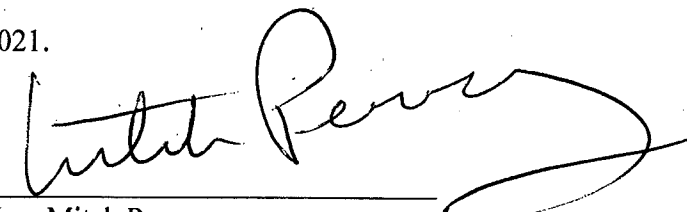
29. The Settlement Agreement is not a concession or admission, and shall not be used against Brown-Forman or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Brown-Forman or any of the Released Parties. Whether or not the Settlement Agreement 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
- 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.

ENTERED IN COURT
 DAVID L. NICHOLSON, CLERK
 MAR 11 2021
 BY 
 DEPUTY CLERK

3-3-21


 Hon. Mitch Perry
 Jefferson Circuit Judge

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