

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;

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, 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 (Identify 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 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 on or about August 25, 2020.

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 42 of this Agreement.

11. **“Final Approval Hearing”** means the hearing to determine whether the Settlement should be given final approval and whether the applications of Class Counsel for attorneys’ fees, costs, expenses, and the class representative service award should be approved.

12. **“Motion for Final Approval”** is the motion to be filed by Plaintiff pursuant to Paragraph 41 of this Agreement.

13. **“Motion for Preliminary Approval”** is the motion to be filed by Plaintiff pursuant to Paragraph 33 of this Agreement. This Agreement shall be an exhibit to the Motion for Preliminary Approval.

14. **“Notice(s)”** means the written notices to be sent to the Class pursuant to the Preliminary Approval Order, as set forth in Paragraph 34 of this Agreement.

15. **“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.

16. **“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.

17. **“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.

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

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

20. **“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.

21. **“Settlement”** means the settlement reflected by this Agreement.

22. **“Settlement Administrator”** means Heffler Claims Group or another settlement administrator selected by Brown-Forman with the consent of the Plaintiff (not to be unreasonably withheld, conditioned or delayed).

23. **“Settlement Class”** or **“Settlement Class Member”** means all Class Members other than any Settlement Class Opt-Outs.

24. **“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 40 of this Agreement and the Settlement Long-Form Notice.

25. **“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 34(b) of this Agreement.

26. **“Settlement Long-Form Notice”** refers to the notice to be made available to the Class on the website (see Paragraph 34(b)(iii)), substantially in the form of Exhibit 4 attached hereto, in accordance with Paragraph 34(c) of this Agreement.

27. **“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 34(b) of this Agreement.

II. SETTLEMENT TERMS

28. **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 28(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 28(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.

29. Business Practice Commitments. Brown-Forman agrees to adopt and implement certain business practice commitments and remedial measures set forth in the declaration described below in Paragraph 29(ii) ("Business Practice Commitments") for a period of at least three (3) years following the Effective Date, subject to Paragraph 29(i) Modification and Costs. These Business Practice Commitments are specific business practice commitments and remedial measures within the following general categories:

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

(i) Modification and Costs. The Parties acknowledge that technical requirements for securing information evolve and change dynamically. In the event that technological or industry developments, or intervening changes in law or business practices render specific Business Practice Commitments obsolete or make compliance by Brown-Forman with them unreasonable or technically impractical, Brown-Forman may modify its business practices as necessary to ensure appropriate security practices are being followed. For three years following the Effective Date (on or before the anniversary of the Effective Date), Brown-Forman will confirm in writing to Class Counsel that it is in compliance with its obligations under this Paragraph and the previous Paragraph. All costs associated with implementing the Business Practice Commitments will be borne by Brown-Forman.

(ii) Enforcement. Brown-Forman will provide to Class Counsel a declaration attesting to the Business Practice Commitments within thirty (30) days after the Effective Date. Such declaration shall be treated as confidential and cannot be used for any purpose other than enforcement of this Settlement Agreement. If at any time Class Counsel has information indicating Brown-Forman is not complying with its Business Practice Commitments, the Parties are required to meet and confer to discuss the issue prior to seeking Court intervention. To the extent Court intervention is required, the Parties agree to cooperate in seeking the Court's permission to file the Business Practice Commitments and any discussion of the Business Practice Commitments under seal.

30. Class Counsel's Attorneys' Fees, Expenses, and Class Representative Service Award for Plaintiff. Plaintiff will move the Court for an order awarding Class Counsel's application for attorneys' fees and costs not to exceed five hundred seventy thousand dollars (\$570,000) and a class representative service award not to exceed five thousand dollars (\$5,000) (for a total amount not to exceed \$575,000), 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 28 and 29.

Any order for attorneys' fees, expenses, and the class representative award 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. Brown-Forman shall wire the amount(s) awarded for (i) attorneys' fees and expenses and (ii) the class representative service award separately, through two wire transfers. Class Counsel shall provide Brown-Forman Counsel payment instructions within five (5) days of the Effective Date.

III. IMPLEMENTATION OF SETTLEMENT

31. 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.

32. 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.

33. 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.

34. 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). 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.

(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, and/or class representative service award for Plaintiff, 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.

(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 34.

35. 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 34 and otherwise administering the Settlement.

36. Claim Forms. Settlement Class Members may submit Claim Forms electronically via the website referenced in Paragraph 34(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.

37. 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.

38. 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 38 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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 36 and 37 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.

45. 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 47 below, shall remain in effect.

46. All Claims Satisfied. Each Settlement Class Member shall look solely to the relief described in Paragraphs 28 and 29 for settlement and satisfaction, as provided herein, of all Released Claims.

IV. RELEASES AND JURISDICTION OF COURT

47. 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.

48. 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.

49. 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.

50. 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.

51. 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

52. 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 award and service award in accordance with Paragraph 30) 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.

53. Return to Pre-Agreement Status. In the event any of the Parties exercise the right of termination enumerated in Paragraph 52, 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.

54. 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 52, 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

55. 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.

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

57. 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

58. 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.

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

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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:

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

68. 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.

69. 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.

70. 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.

71. 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.

72. 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: 02/08/2021
February __, 2021

ALISSA GOODLETT



By: Alissa Goodlett
SignNow - Signature ID: 1731841d...
02/09/2021 01:53:11 UTC

Dated: February __, 2021

BROWN-FORMAN CORPORATION

By: _____

Its: _____

APPROVED AS TO FORM ONLY:

Dated: February __, 2021

THOMAS & SOLOMON LLP

By: Jessica L. Lukasiewicz
Attorney for Plaintiff

70. 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.

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72. 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: February __, 2021

ALISSA GOODLETT

By: Alissa Goodlett

Dated: February __, 2021

BROWN-FORMAN CORPORATION

By: _____

Its: _____

APPROVED AS TO FORM ONLY:

02/09/2021
Dated: February __, 2021

THOMAS & SOLOMON LLP



SignNow e-signature ID: 7e7952af2a...
By: Jessica L. Lukaszewicz
Attorney for Plaintiff

70. 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.

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72. 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: February __, 2021

ALISSA GOODLETT

By: Alissa Goodlett

Dated: February 9, 2021

BROWN-FORMAN CORPORATION

By: [Signature]

Its: SVP - Deputy General Counsel

APPROVED AS TO FORM ONLY:

Dated: February __, 2021

THOMAS & SOLOMON LLP

By: Jessica L. Lukasiewicz
Attorney for Plaintiff

Dated: February __, 2021

FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP

By: Greg Blankinship
Attorney for Plaintiff

Dated: February 9, 2021

MORRISON & FOERSTER LLP



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

Dated: February 9, 2021

FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP

A handwritten signature in black ink, appearing to read 'G. Blankinship', is written over a light gray rectangular background.

By: Greg Blankinship
Attorney for Plaintiff

Dated: February __, 2021

MORRISON & FOERSTER LLP

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