

**If you were notified by Brown-Forman that your personal information was or may have been compromised in the Data Breach initially disclosed by Brown-Forman in or about August 2020, 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**

<b>Do Nothing</b>	<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> <p>You are also relinquishing any rights you may have to sue Brown-Forman regarding the Data Breach.</p>
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<b>Timely Submit Claim Form(s).</b>	<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 Wednesday, July 7, 2021.</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 IdentityWorks<sup>SM</sup> credit monitoring provided under the Settlement expires.</p>
<b>Object to the Settlement</b>	<p>Submit an objection to the Court by Wednesday, July 7, 2021, 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.</p>
<b>Opt-out of the Settlement</b>	<p>Submit an opt-out statement by Wednesday, July 7, 2021, 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.</p>

**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 Brown-Forman notified you that your personal information was or may have been compromised in the Data Breach.

If you have questions about whether you are a Class Member, you may contact the Settlement Administrator at 833-326-0772 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 IdentityWorks<sup>SM</sup> identity protection services for a total period of three (3) years. Experian IdentityWorks<sup>SM</sup> 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 Wednesday, July 7, 2021.**

**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 IdentityWorks<sup>SM</sup>, 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 IdentityWorks<sup>SM</sup> 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 IdentityWorks<sup>SM</sup> provided through the Settlement by submitting a Claim Form (Identity Protection) by Wednesday, July 7, 2021, submit a claim for reimbursement to Experian IdentityWorks<sup>SM</sup> 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 IdentityWorks<sup>SM</sup> provided under the Settlement expires.**

**Reimbursement for Attested Time.**

If you spent time remedying issues related to identity 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 IdentityWorks<sup>SM</sup> provided under the Settlement expires.**

**Cash Payment for Inconvenience.**

If you submitted and received an insurance payment through Experian IdentityWorks<sup>SM</sup> 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 IdentityWorks<sup>SM</sup> provided through the Settlement by submitting a Claim Form (Identity Protection) by Wednesday, July 7, 2021 and receive an insurance payment through Experian IdentityWorks<sup>SM</sup> 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 IdentityWorks<sup>SM</sup> 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 three years after the Effective Date of the Settlement:

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 47 of the Settlement Agreement. The Settlement Agreement is available at [www.BrownFormanBreachSettlement.com](http://www.BrownFormanBreachSettlement.com) or you can request a copy from the Settlement Administrator at 833-326-0772. 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 at [www.BrownFormanBreachSettlement.com](http://www.BrownFormanBreachSettlement.com) by Wednesday, July 7, 2021 or by mail postmarked on or before Wednesday, July 7, 2021.
- The **Claim Form (Other Benefits)** must be submitted online at [www.BrownFormanBreachSettlement.com](http://www.BrownFormanBreachSettlement.com) or by mail on or before the date on which your Experian IdentityWorks<sup>SM</sup> provided under the Settlement expires. If submitted by mail, it must be postmarked on or before that date.

You can access and submit the Claim Forms online by going to [www.BrownFormanBreachSettlement.com](http://www.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 Goodlett v Brown-Forman, c/o Settlement Administrator, P.O. Box 99, Warminster, PA 18974-0099.

**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 WEDNESDAY, JULY 7, 2021.**

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 Wednesday, July 7, 2021. 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. I understand that by requesting to be excluded from the Settlement Class, I will not receive any

benefits under the Settlement.” The letter must include: (1) your full name, current address, and telephone number; (2) the words “*Request for Exclusion*” at the top of the document” and (3) your signature. Your request for exclusion must be postmarked no later than Wednesday, July 7, 2021 and must be mailed to:

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

**REQUESTS TO OPT OUT THAT ARE NOT POSTMARKED ON OR BEFORE WEDNESDAY, JULY 7, 2021 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:

<b>J. Nelson Thomas</b> <b>Jessica L. Lukasiewicz</b> Thomas & Solomon, LLP 693 East Avenue Rochester, NY 14607	<b>Jeremiah Frei-Pearson</b> <b>Greg Blankinship</b> Finkelstein, Blankinship, Frei-Pearson & Garber, LLP One North Broadway Suite 900 White Plains, NY 10601
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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](mailto: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 (1) up to \$570,000 for attorneys’ fees and costs to Class Counsel; and (2) up to \$5,000 for a service award to the class representative. Brown-Forman has agreed not to oppose the request for the award up to these amounts. The Court may award less than this amount.



## THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing on Wednesday, August 11, 2021, at 12:00 p.m. Eastern Time, in Division Three 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 or time of the hearing may change. If you plan to attend, please check [www.BrownFormanBreachSettlement.com](http://www.BrownFormanBreachSettlement.com). If the hearing is conducted virtually, instructions for how Class Members may attend the hearing will be posted at [www.BrownFormanBreachSettlement.com](http://www.BrownFormanBreachSettlement.com).

At the Final Approval 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, and the amount of an award, if any, the class representative will receive. 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 [www.BrownFormanBreachSettlement.com](http://www.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.**