

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JUAN ANAYA, MARILYN BORNE, DREW
DION, KELVIN JAMES, KEVIN MAHLE,
KYLE REYNOLDS, VIRGINIA ROMANO,
EDWARD SKIBINSKI, CELIA
SKORUPSKI, ROBERT ANGULO, TAMI
SMITH, SANDRA WEYERMAN, PEYTON
MCQUILLEN, MARK HARRELL,
MICHELLE PETTIFORD, BONNIE
COLLINS-WHITE, JAMES SOWARD,
KATELYN SKOWRONSKI, ROBERT
MOSKOWITZ, IVERY JOHNSON,
THEODORE TSANGARINOS, TUAN
NGUYEN, DEBRA BROWN, LISA
DESMET, BRIDGET REARDON, MICHAEL
WILLIAMSON, AMANDA TUCKER, and
MARGIE LOPEZ individually and on behalf
of all others similarly situated,

Case No. 2:24-cv-02961-CMR

Plaintiffs,

v.

CENCORA, INC., *et al.*,

Defendants.

**AMENDED ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS, on February 25, 2025, Plaintiffs filed a Consolidated Class Action Complaint (ECF No. 100) on behalf of themselves and all others similarly situated;

WHEREAS, Defendants Cencora, Inc. and The Lash Group, LLC, which may now be known as Cencora Patient Services, LLC (collectively, “Cencora” or “Defendants”) have entered into a Settlement Agreement¹ with Plaintiffs, individually and on behalf of the Settlement Class,

¹ Unless otherwise defined herein, all capitalized terms in this Order shall have the definitions ascribed to them in the Settlement Agreement.

dated July 2, 2025, that will create a \$40,000,000.00 Settlement Fund for the benefit of the proposed Class in full and final settlement of Plaintiffs' claims against Defendants and the other Released Parties;

WHEREAS, the Parties engaged in good faith, arm's-length negotiations to resolve the claims, with the assistance and oversight of an experienced mediator, Hon. Diane M. Welsh (Ret.), and entered into a Settlement Agreement dated July 2, 2025;

WHEREAS, on July 28, 2025, the Settlement Class Representatives filed a Motion for Preliminary Approval of Proposed Class Action Settlement Agreement and to Direct Notice to the Proposed Settlement Class pursuant to Fed. R. Civ. P. 23(e) (the "Motion");

WHEREAS, on August 5, 2025, the Court granted the Motion and entered the Preliminary Approval Order (ECF No. 118), which, among other things, preliminarily confirmed the Settlement's fairness, directed dissemination of Notice to the Settlement Class, adopted the settlement timelines agreed to by the Parties in the Settlement Agreement, and set a Final Approval Hearing for January 6, 2026; and

WHEREAS, on August 21, 2025, the Parties submitted a Stipulation & Proposed Order requesting that (1) the Final Approval Hearing be continued at least four weeks in order to allow sufficient time in advance of the Final Approval Hearing for briefing issues related to the fairness of the Settlement; and (2) the Court enter an Amended Preliminary Approval Order setting a new date for the Final Approval Hearing, with all other aspects of the August 5, 2025 Preliminary Approval Order remaining the same. For purposes of calculating the settlement timelines agreed to by the Parties in the Settlement Agreement, entry of the Preliminary Approval Order shall be deemed to have occurred on August 5, 2025.

NOW, THEREFORE, THIS 22nd DAY OF AUGUST, 2025, IT IS HEREBY ORDERED AS FOLLOWS:

A. The Settlement Is Preliminarily Approved

1. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Settlement pursuant to Fed. R. Civ. P. 23(e)(1)(B). The Court hereby finds that the Settlement falls within the range of reasonableness meriting possible final approval and has key indicia of fairness, including that (1) the Parties have reached the Settlement after investigating the strengths and weaknesses of the claims and the defenses thereto, taking into account the considerable risks, delay, expense, and uncertainty of continued litigation, (2) the settlement negotiations were arm's-length and included a day-long mediation session overseen by an experienced mediator and multiple follow-up negotiations to reach the Settlement, (3) there is no evidence of collusion in reaching this Settlement, and (4) the proponents of the Settlement are experienced in similar litigation.

2. The Court therefore preliminarily approves the Settlement on the terms set forth in the Agreement, subject to further consideration at the Final Approval Hearing. Settlement Class Members shall have the right to object to, or request exclusion from, the Settlement, as set forth in the Agreement and this Order.

3. Pursuant to Fed. R. Civ. P. 23(e)(1)(B), the Court orders that Notice be disseminated to the Settlement Class Members pursuant to the terms of the Agreement and as set forth herein, subject to any revisions the Court may order from time to time as may be necessary in the Court's discretion and under Fed. R. Civ. P. 23. The Notice shall inform Settlement Class Members that they will be bound by the Settlement and the Final Approval Order and Judgment unless, on or before the end of the Exclusion Deadline specified in the Agreement, the Notice, and

this Order, they follow the required procedures to make a written Request for Exclusion as set forth in the Agreement and Notice, which procedures are hereby approved.

4. Any objections by any Settlement Class Member to the Settlement (in whole or in part) shall be heard, and any papers submitted in support of any objections shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline, such Settlement Class Member follows the required objection procedures set forth in the Agreement and Notice, which procedures are hereby approved but are subject to any revisions the Court may order from time to time as may be necessary in the Court's discretion and under Fed. R. Civ. P. 23 and controlling law.

5. The Court preliminarily approves the plan of allocation of Settlement funds set forth in the Agreement, subject to further consideration at the Final Approval Hearing.

B. Appointments of Settlement Administrator and Escrow Agent, and Establishment of Settlement Fund

1. The Court hereby appoints Kroll Settlement Administration LLC as the Settlement Administrator. The Settlement Administrator shall be responsible for the duties set forth in the Settlement Agreement, including but not limited to, (a) designing, overseeing, and implementing the Notice Plan according to the terms set forth in the Agreement (including creating and maintaining the Settlement Website, www.CencoraIncidentSettlement.com); (b) administering the Settlement pursuant to the terms and conditions of the Agreement (including processing Claim Forms in a rational, responsive, cost-effective, and timely manner; determining whether a Claim Form is valid, timely, and complete; calculating Settlement Payments in accordance with the Agreement; distributing Settlement Payments from the Settlement Fund; and providing weekly reports to Class Counsel and Cencora's Counsel as set forth in the Agreement); (c) establishing and administering an interest-bearing Escrow Account for the Settlement Fund pursuant to

Treasury Regulation § 1.468B-1(c)(1); (d) making disbursements from the Settlement Fund as provided in the Agreement; (e) properly filing all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)); (f) paying, out of the Settlement Fund, the Taxes and Tax Expenses related to the Settlement Fund or the Agreement; (g) collecting Requests for Exclusion and objections submitted by Settlement Class Members and providing copies to Class Counsel and Cencora's Counsel, along with reports of opt-outs, objections, and Claim Forms as described in the Agreement; (h) maintaining reasonably detailed records of its activities under the Agreement; and (i) any other duties as provided in any agreement entered into between Class Counsel and the Settlement Administrator. The Settlement Administrator shall sign and be bound by the Protective Order entered by this Court (ECF No. 89). Class Counsel and Cencora's Counsel may, by agreement, substitute a different Settlement Administrator subject to Court approval, or the Settlement Administrator may be replaced by the Court upon motion of any of the Parties.

2. The Court hereby orders the establishment of a Settlement Fund pursuant to Treasury Regulation § 1.468B-1(c)(1). The Settlement Fund shall be governed by Section 468B-1 through 468B-5 of the Treasury Regulations and maintained as a "qualified settlement fund." The Parties agree to work in good faith to maintain such status. The Court shall retain continuing jurisdiction over the Settlement Fund, pursuant to Section 468B-1(e)(1) of the Treasury Regulations.

3. Pursuant to the Agreement, Cencora shall deposit, or cause to be deposited, an initial payment of \$7,500,000.00 into the Escrow Account within 20 days after the later of (i) entry of the August 5, 2025 Preliminary Approval Order, or (ii) Cencora's receipt of the Payment Instructions for such payment. This initial payment shall be used to pay the following: (i)

Administrative Expenses (including all expenses and costs associated with notice and establishment of the Settlement Website), (ii) escrow fees; and (iii) Taxes.

4. The Court approves Huntington Bank as the Escrow Agent pursuant to the Agreement.

C. The Notice and Notice Plan Are Approved

1. The Court approves the forms and the substance of the Notices attached as Exhibits C and E to the Settlement Agreement.

2. The Court finds that the Notice Plan, as described in the Agreement, in the Declaration of Christie K. Reed; and the forms and content of Notice, attached to the Agreement as Exhibits C and E, (a) constitute the best notice practicable under the circumstances, (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms and benefits of the proposed Settlement, how to file a claim and the deadline for filing a claim, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement, as well as of the scope of the release of Cencora and other Released Parties and the binding effect of a Final Judgment, (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and any other persons entitled to receive notice, (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws, and (e) fairly and adequately inform Settlement Class Members that if they do not comply with the specified procedures and the deadline for objections, they will lose any opportunity to have any objection considered at the Final Approval Hearing or to otherwise contest approval of the Settlement or appeal from any order or judgment entered by the Court in connection with the Settlement. The

Court shall retain discretion to modify the Notice Plan and materials as may be necessary in the Court's discretion and under Fed. R. Civ. P. 23.

3. Within 14 days after the entry of the Preliminary Approval Order, Cencora will provide the Settlement Class List to the Settlement Administrator.

4. The Settlement Administrator shall disseminate Notice to Settlement Class Members pursuant to the terms of the Settlement Agreement by no later than the Notice Date (*i.e.*, within 60 days after entry of the August 5, 2025 Preliminary Approval Order).

D. The Settlement Class

1. Pursuant to Fed. R. Civ. P. 23(a) and (b)(3), the Court preliminarily certifies, for settlement purposes only, the following Settlement Class:

All individuals or other persons in the United States and its territories whose Personal Information was involved in the Incident, to whom Cencora provided Incident Notice or who were on Inquiry Notice.

EXCLUDED from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; and (2) Cencora, its subsidiaries, parent companies, successors, predecessors, and any entity in which Cencora or its parents have a controlling interest, and any current or former members of Cencora's Executive Leadership Team, Executive Management Committee, or Board of Directors. However, any other current or former employees of Cencora or any of its affiliates to whom Cencora provided Incident Notice and whose Personal Information was involved in the Incident are included in the Settlement Class. Persons who properly execute and submit a valid Request for Exclusion prior to the expiration of the Exclusion Deadline shall be excluded from the Class.

2. The Court finds that, for settlement purposes only, the Settlement Class meets all prerequisites for class certification under Fed. R. Civ. P. 23(a) and (b)(3), including that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representatives' claims are typical of the claims of the Settlement Class Members they seek to represent for purposes of

the Settlement; (d) the Class Representatives and their counsel are capable of fairly and adequately protecting the interests of the Settlement Class; (e) common questions of law and fact predominate over questions affecting only individual Settlement Class Members; (f) certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of Settlement Class Members; and (g) the Settlement Class is ascertainable.

3. For settlement purposes only, the Court appoints Juan Anaya, Marilyn Borne, Drew Dion, Kelvin James, Kevin Mahle, Kyle Reynolds, Virginia Romano, Edward Skibinski, Celia Skorupski, Robert Angulo, Tami Smith, Sandra Weyerman, Peyton McQuillen, Mark Harrell, Michelle Pettiford, Bonnie Collins-White, James Soward, Katelyn Skowronski, Robert Moskowitz, Ivery Johnson, Theodore Tsangarinos, Tuan Nguyen, Debra Brown, Lisa DeSmet, Bridget Reardon, Michael Williamson, Amanda Tucker, and Margie Lopez as the Class Representatives.

4. The Court appoints the following as Settlement Class Counsel: (i) Jeannine M. Kenney of Hausfeld LLP, (ii) Shauna Itri of Seeger Weiss, (iii) Andrew W. Ferich of Ahdoot & Wolfson, PC, (iv) Erin Green Comite of Scott + Scott Attorneys at Law, LLP, and (v) Roberta D. Liebenberg of Fine, Kaplan, and Black, RPC.

E. Schedule for Motion for Final Approval and Final Approval Hearing

1. Class Counsel may petition the Court for an award of attorneys' fees and reasonably incurred litigation expenses and costs (*i.e.*, Fee Award and Costs), to be paid from the Settlement Fund, no later than 14 days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. In addition, the Notice shall apprise Settlement Class Members of the amount of the requested Fee Award and Costs.

2. On behalf of the Class Representatives, Class Counsel may seek Service Awards of up to \$1,500 per Class Representative. Class Counsel may request Service Awards for the Class Representatives as part of their motion for a Fee Award and Costs, which must be filed no later than 14 days prior to the Objection Deadline. The Notice shall apprise Settlement Class Members of these requested Service Awards.

3. The deadline for Settlement Class Members to submit claims is 120 days after the Notice Date.

4. The deadline for Settlement Class Members to request exclusion from the Settlement or object to the Settlement, the proposed plan for allocating Settlement funds, the proposed Service Awards, or the request for an award of attorneys' fees and reimbursement of costs and expenses shall be 90 days after the Notice Date. Requests for Exclusion and objections must be made in writing and must be made in accordance with the requirements set forth in the Agreement and Notices, and must be postmarked no later than the Exclusion Deadline and the Objection Deadline.

5. Settlement Class Counsel and/or Cencora's Counsel shall file any response to the objections with the Court no later than 14 days before the Final Approval Hearing.

6. Settlement Class Counsel shall file a Motion for Final Approval of the Class Action Settlement Agreement and Release and entry of the Final Approval Order and Judgment no later than 14 days before the Final Approval Hearing. Settlement Class Counsel shall file a list of all timely and valid opt-outs as an attachment to their motion for final approval of the Settlement. The Settlement Administrator shall publish the motion and supporting materials on the Settlement Website.

7. Cencora shall serve, or cause to be served, notice of this Settlement on the appropriate government officials within 10 days of its filing with the Court, as required by 28 U.S.C. § 1715, and shall file a declaration with the Court evidencing the same.

8. If the last day of any period mentioned hereto falls on a weekend or legal holiday, the period shall include the next business day.

9. The Court will hold a Final Approval Hearing on **February 5, 2026, at 10:30 a.m.** at the United States District Court for the Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, in Courtroom 12A for the following purposes:

- a. To finally determine whether the proposed Settlement is a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Fed. R. Civ. P. 23(e)(2);
- b. To determine whether a Final Approval Order and Judgment should be entered dismissing the claims of the Settlement Class against Cencora and the other Released Parties with prejudice, as required by the Settlement Agreement;
- c. To consider the proposed plan of allocation of the Settlement Fund;
- d. To consider Settlement Class Counsel's request for an award of attorneys' fees and reimbursement of costs and expenses;
- e. To consider the request for Service Awards to the Class Representatives;
- f. To consider timely, written objections that conform to the requirements set forth in the Settlement Agreement and Notices;
- g. To enter the injunction contemplated by Section 7.2(e) of the Settlement Agreement; and
- h. To consider such other matters as the Court may deem appropriate.

10. The Final Approval Hearing may be continued without further notice to Settlement Class Members, other than an update posted on the Court docket and Settlement Website.

F. Miscellaneous

1. This Preliminary Approval Order shall become null and void and shall not prejudice the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court, or does not become final and effective for any reason. Pursuant to the Agreement, Cencora may then terminate the Agreement on 10 Business Days' written notice from Cencora's Counsel to Class Counsel. In such event, the Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders relating to the Settlement, including this Preliminary Approval Order, shall be used or referred to for any purpose. The preliminary certification of the Settlement Class provided for herein for settlement purposes only will be vacated, and the claims in this litigation shall proceed as though the Settlement Class had never been preliminarily certified, without prejudice to any party's position on the issues of class certification, personal jurisdiction, or any other issue. In such event, Cencora retains all rights to assert that Plaintiffs' claims may not be certified as a class action.

2. Pending the Final Approval Hearing, the Court hereby stays the continued pursuit or prosecution of all Released Claims by Settlement Class Members, in this Court or in any other court, tribunal or proceeding, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction as to Settlement Class Members is necessary and appropriate in aid of the Court's continuing jurisdiction and authority. Such injunction shall remain

in force until the Final Approval Hearing or until such time as the Parties notify the Court that the Settlement has been terminated.

3. This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Settlement Class.

IT IS SO ORDERED.

BY THE COURT:

/s/ Cynthia M. Rufe

The Honorable Cynthia M. Rufe
UNITED STATES DISTRICT JUDGE