

**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,

Plaintiffs,

v.

CENCORA, INC., *et al.*,

Defendants.

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

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs 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 (collectively, "Plaintiffs"), individually and on behalf of all others

similarly situated, hereby move this Court, pursuant to Federal Rule of Civil Procedure 23, for an Order granting preliminary approval (“Motion”) of the proposed Class Action Settlement Agreement and Release (“Settlement Agreement”) between Plaintiffs and Defendants Cencora, Inc. and The Lash Group, LLC, which may now be known as Cencora Patient Services, LLC (collectively, “Cencora”), among other relief set forth in the proposed Preliminary Approval Order (attached hereto as Exhibit “1”). Defendants do not oppose the relief requested in this Motion.

In support of this Motion, Plaintiffs rely upon the proposed Preliminary Approval Order, the Settlement Agreement and its accompanying exhibits (attached hereto as Exhibit “2”), the Joint Declaration of Proposed Settlement Class Counsel (attached hereto as Exhibit “3”), the Declaration of Hon. Diane M. Welsh (attached hereto as Exhibit “4”), the Declaration of Gregory T. Parks (attached hereto as Exhibit “5”), the Declaration of Christie K. Reed of Kroll Settlement Administration LLC (attached hereto as Exhibit “6”), the accompanying Memorandum of Law filed herewith, the pleadings, and any oral argument the Court may hear on this Motion.

Plaintiffs respectfully request that the Court: (1) grant preliminary approval to the Settlement; (2) conditionally certify the Settlement Class for settlement purposes only; (3) approve the proposed Summary and Long Form Notices and Notice Plan; (4) approve, set deadlines for, and order the claims, opt out, and objection procedures set forth in the Settlement Agreement; (5) appoint Plaintiffs as Class Representatives; (6) appoint Class Counsel; (7) approve the appointments of the Settlement Administrator and Escrow Agent and the establishment of the Settlement Fund; and (8) schedule a Final Approval Hearing in accordance with the proposed schedule set forth in the proposed Preliminary Approval Order.

Dated: July 28, 2025

Respectfully submitted,

/s/ Jeannine M. Kenney

Jeannine M. Kenney  
**HAUSFELD LLP**  
325 Chestnut St., Ste. 900  
Philadelphia, PA 19106  
[jkenney@hausfeld.com](mailto:jkenney@hausfeld.com)

/s/ Andrew W. Ferich

Andrew W. Ferich  
**AHDOOT & WOLFSON, PC**  
201 King of Prussia Rd., Ste. 650  
Radnor, PA 19087  
[aferich@ahdootwolfson.com](mailto:aferich@ahdootwolfson.com)

/s/ Shauna Itri

Shauna Itri  
**SEEGER WEISS LLP**  
325 Chestnut St., Ste. 917  
Philadelphia, PA 19106  
[sitri@seegerweiss.com](mailto:sitri@seegerweiss.com)

/s/ Erin Green Comite

Erin Green Comite  
**SCOTT+SCOTT ATTORNEYS  
AT LAW LLP**  
156 S. Main Street  
P.O. Box 192  
Colchester, CT 06415  
[ecomite@scott-scott.com](mailto:ecomite@scott-scott.com)

/s/ Roberta D. Liebenberg

Roberta D. Liebenberg  
**FINE, KAPLAN AND BLACK, RPC**  
One South Broad St., Suite 2300  
Philadelphia, PA 19107  
[rliebenberg@finekaplan.com](mailto:rliebenberg@finekaplan.com)

*Proposed Settlement Class Counsel*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on July 28, 2025, I caused the foregoing Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement and Release to be filed via ECF which caused service on all counsel of record.

/s/ Shauna Itri

# **EXHIBIT 1**

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

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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.

**[PROPOSED] 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 Agreement<sup>1</sup> with Plaintiffs, individually and on behalf of the Settlement Class,

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<sup>1</sup> 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, 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; and

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").

NOW, THEREFORE, THIS \_\_\_\_ DAY OF \_\_\_\_, 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](http://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 this 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 this 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 \_\_\_\_\_, 2026 at \_\_\_\_\_ a.m./p.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:

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The Honorable Cynthia M. Rufe  
UNITED STATES DISTRICT JUDGE



# **EXHIBIT 2**

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Settlement Agreement”) dated July 2, 2025, is made and entered into by and between the Settlement Class Representatives,<sup>1</sup> both individually and on behalf of the Settlement Class, and Cencora, Inc. and The Lash Group, LLC (together with Cencora, Inc., “Cencora”). This Settlement Agreement fully and finally resolves and settles all of the Settlement Class Representatives’ and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

### **SECTION 1: RECITALS**

1.1. WHEREAS, on or about February 27, 2024, Cencora filed a Form 8-K Report with the U.S. Securities and Exchange Commission publicly disclosing that it had learned that data from its information systems had been exfiltrated, some of which could contain Personal Information (together with all facts and circumstances related thereto and as more fully defined below, the “Incident”).

1.2. WHEREAS, following an investigation of the Incident, Cencora determined that certain Personal Information regarding individuals had been compromised. Cencora identified such individuals and provided notice to them as required by law or as otherwise appropriate under the circumstances.

1.3. WHEREAS, beginning on May 24, 2024, numerous related putative class actions were filed in or transferred to the United States District Court for the Eastern District of Pennsylvania bringing claims and seeking remedies relating to the Incident. On August 7, 2024, the related actions were consolidated in *Anaya, et al. v. Cencora, Inc., et al.*, No. 24-2961 (the “Action”).

1.4. WHEREAS, on September 27, 2024, the Court appointed Jeannine M. Kenney of Hausfeld LLP, Erin G. Comite of Scott+Scott Attorneys at Law, LLP, Andrew W. Ferich of Ahdoot & Wolfson, PC, and Shauna Itri of Seeger Weiss LLP as Interim Co-Lead Class Counsel, and Roberta D. Liebenberg of Fine, Kaplan and Black R.P.C. as Interim Liaison Counsel for Plaintiffs, pursuant to Fed. R. Civ. P. 23(g). See *Anaya, et al. v. Cencora, Inc., et al.*, No. 24-2961 (ECF No. 75).

1.5. WHEREAS, in a Consolidated Class Action Complaint filed on February 25, 2025, Plaintiffs alleged that Cencora breached its duty of care to the Settlement Class in connection with the Incident, resulting in the compromise of Class Members’ Personal Information, and are seeking monetary damages and declaratory and injunctive relief. *Id.*, ECF No. 100.

1.6. WHEREAS, after considerable meet and confer efforts, and while simultaneously litigating this matter, the Parties agreed to mediate the Action.

1.7. WHEREAS, in preparation for the scheduled mediation, the Parties requested and exchanged extensive documents and information related to the Incident, the Personal Information of Class Members involved, and the Action. The Parties also prepared for mediation by laying out

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<sup>1</sup> Unless otherwise specified, capitalized terms are the defined terms in Section 2 (“Definitions”) of this Settlement Agreement.

their respective positions in the litigation, including with respect to the merits, class certification, and settlement, in detailed mediation statements, which they exchanged with each other and provided to the mediator, the Honorable Diane M. Welsh, U.S.M.J. (Ret.).

1.8. WHEREAS, in the months and weeks prior to the mediation, the Parties maintained an open dialogue concerning a potential settlement. On April 15, 2025, the Parties engaged in an all-day, in-person mediation session with Judge Welsh. The mediation assisted the Parties in resolving the claims in the Action. With the assistance of Judge Welsh, and through good faith arm's-length negotiations, the Parties reached an agreement in principle to settle this matter. In the weeks that followed that mediation session, the Parties were able to finalize all the terms of this Settlement Agreement and related documents.

1.9. WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings related to the Incident as set forth in the release contained herein, by Settlement Class Representatives on behalf of members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

1.10. WHEREAS, Class Counsel, on behalf of Settlement Class Representatives and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and Cencora's potential defenses, including conducting independent investigation and pre-mediation document and information exchange, confirmatory discovery, conferring with Cencora's Counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the Action, including on a motion for class certification. Based on a thorough analysis of the facts and the law applicable to Settlement Class Representatives' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Cencora may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Settlement Class Representatives and Class Counsel believe that this Agreement is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits expeditiously. Settlement Class Representatives and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

1.11. WHEREAS, Settlement Class Representatives and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

1.12. WHEREAS, Cencora has similarly concluded that this Agreement is desirable in order to avoid the considerable time, risk, burden, and expense of defending protracted litigation, and to resolve finally and completely the claims of Settlement Class Representatives and the Settlement Class.

1.13. WHEREAS, this Agreement, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. Cencora specifically denies the allegations and all liability with respect to any and all facts and/or claims alleged in the Action and denies any and all

wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Cencora (i) of the validity of any claim or fact asserted in the Action or any other pending or future action, (ii) of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties; or (iii) that the Action may be maintained as a class action under Rule 23 for any purposes other than settlement or over Cencora's objection in the absence of a settlement.

1.14. WHEREAS, the foregoing Recitals are hereby fully incorporated in, and made a part of, this Agreement.

NOW, THEREFORE, in light of the foregoing, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties hereby stipulate and agree that the Action be settled, compromised, and dismissed on the merits and with prejudice, subject to preliminary and final Court approval, as required by Rule 23, on the following terms and conditions:

## **SECTION 2: DEFINITIONS**

As used in this Agreement, the following terms shall be defined as follows:

2.1. "Action" means the consolidated class action litigation captioned *Anaya, et al. v. Cencora, Inc., et al.*, No. 24-2961 (E.D. Pa.), currently pending before the Honorable Cynthia M. Rufe, United States District Judge.

2.2. "Administrative Expenses" means all reasonable charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with (i) claims administration, (ii) the Notice Plan, (iii) the Notice Plan's design and implementation, (iv) design and dissemination of the Long Form Notice, (v) Summary Notice and Claim Form, (vi) creating and establishing the Settlement Website, (vii) providing Notice to the Settlement Class, and (viii) administering the Settlement Fund and the Qualified Settlement Fund defined in Section 4.3.e of this Agreement. Administrative Expenses also include all reasonable third-party fees and expenses (including, but not limited to, postage, accounting, printing, data storage and management, website design and management, bank, fraud avoidance and detection, digital payment systems, and escrow expenses and costs but excluding attorneys' fees and costs of Class Counsel) incurred by the Settlement Administrator in administering the terms of this Agreement.

2.3. "Agreement" or "Settlement Agreement" means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein, including the exhibits hereto.

2.4. "Approved Claim" means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

- 2.5. “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and holidays observed by the federal government.
- 2.6. “Cencora” or “Defendants” means Cencora, Inc., a Pennsylvania Corporation, The Lash Group, LLC, which may now be known as Cencora Patient Services, LLC, a Delaware Limited Liability Company.
- 2.7. “Cencora’s Counsel” means Morgan, Lewis & Bockius LLP.
- 2.8. “Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.
- 2.9. “Claims Deadline” means the date by which all Claim Forms must be postmarked via U.S. Mail or electronically submitted via the Settlement Website to be considered timely. The Claims Deadline shall be set as the date 120 days after the Notice Date unless otherwise ordered by the Court. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s Preliminary Approval Order.
- 2.10. “Claim Form” means the claim form substantially similar to the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be electronically available for submission or download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.
- 2.11. “Claims Period” means the period of time during which Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date 120 days thereafter.
- 2.12. “Class Counsel” or “Settlement Class Counsel” means (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.
- 2.13. “Class Member” or “Settlement Class Member” means a member of the Settlement Class.
- 2.14. “Class Representatives” or “Settlement Class Representatives” means the following persons: 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.
- 2.15. “Complaint” means the Consolidated Class Action Complaint filed in the Action on February 25, 2025 (ECF No. 100).
- 2.16. “Court” means the United States District Court for the Eastern District of Pennsylvania, or

any other court in which this matter may be presented.

2.17. “Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy issues that are more likely than not a result of the Incident, as further described in Section 4.7.a. below. Documented Losses must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Incident and incurred on or after September 1, 2023 and up to the Claims Deadline.

2.18. “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.

2.19. “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.

2.20. “Escrow Account” means the interest-bearing account that will hold the Settlement Fund as set forth in Section 4.3 of this Agreement.

2.21. “Escrow Agent” means Huntington Bank, which will enter into an Escrow Agreement in a form mutually agreed upon by the Parties to carry out the tasks more fully detailed in that Escrow Agreement, including to receive, hold, invest, and disburse the Settlement Fund, including for payment of notice-related costs and other reasonable Administrative Expenses authorized under this Agreement.

2.22. “Exclusion Deadline” means the date by which Class Members may postmark a Request for Exclusion, pursuant to the terms and conditions herein, which shall be 90 days following the Notice Date. The deadline for filing a Request for Exclusion shall be clearly set forth in the Long Form Notice, the Summary Notice, and the Court’s Preliminary Approval Order.

2.23. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel and other Plaintiffs’ counsel, to be paid from the Settlement Fund after Court approval.

2.24. “Final Approval Order and Judgment” means the final approval order and judgment to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement without material change, unless said material change is accepted and waived by the Parties. The proposed Final Approval Order and Judgment to be submitted to the Court shall be substantially similar to the form attached hereto as **Exhibit B**.

2.25. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the proposed Settlement Agreement pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure.

2.26. “Incident” refers to all facts and circumstances related in any way to the cybersecurity incident that was the subject of the Form 8-K Report that Cencora filed with the U.S. Securities and Exchange Commission on or about February 27, 2024 and all facts and circumstances related thereto, including the alleged unauthorized data disclosure, access, and compromise that is the subject of the Action and any other effects of said incident.

2.27. “Incident Notice” means either mailed notice of the Incident to a previously known address without proof of delivery or substitute notice of the Incident through website and/or media press release as contemplated by any applicable breach notification law, including those in effect in any U.S. state or territory or under United States federal law, regulation or guidance.

2.28. “Inquiry Notice” means circumstances occurring on or after September 1, 2023 through the date of Preliminary Approval suggesting that an individual is aware of harm potentially arising from the unauthorized use of the individual’s Personal Information, such as receipt of an unexpected explanation of benefits statement or a fraud alert from a bank, that upon inquiry, would have caused the individual to determine that the harm may have been caused by the Incident.

2.29. “Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit C**, as approved by the Court.

2.30. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Administrative Expenses incurred pursuant to this Settlement Agreement; (ii) reasonable escrow fees; (iii) Service Awards approved by the Court; (iv) any amounts approved by the Court for the Fee Award and Costs; (v) any fees paid to the mediator for mediation of any dispute between the Parties arising from, or relating to, this Settlement, pursuant to Section 12.16 below (“mediation fees”); and (vi) applicable taxes, if any.

2.31. “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line.

2.32. “Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than 60 days after entry of the Preliminary Approval Order.

2.33. “Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement, including but not limited to Class Members’ right to submit a Request for Exclusion or object to the Settlement, and the date of the Final Approval Hearing.

2.34. “Objection Deadline” means the date by which Class Members must file or postmark any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be 90 days following the Notice Date. The deadline for submitting an objection will be set forth in the Long Form Notice, the Summary Notice, and the Court’s Preliminary Approval Order.

2.35. “Parties” means Cencora and Class Representatives on behalf of the Settlement Class.

2.36. “Payment Instructions” means (a) written directions from the Settlement Administrator from an email address controlled by the Settlement Administrator, which shall specify: (i) as for any wire transfer payment, the routing, account number, bank name and address and any other



pertinent details required for the transfer; and (ii) as for any check payment, the payee of the check and the address to which the check shall be delivered; and (b) a W-9 form for the Escrow Account. The Payment Instructions shall be confirmed by: (1) voice phone call by the Settlement Administrator from a number verifiable online; (2) voice phone call by Class Counsel from a phone number that Cencora's Counsel had before April 15, 2025; and (3) approved by Class Counsel in writing from an email address that Cencora's Counsel had before April 15, 2025.

2.37. "Personal Information" means a natural individual's name or other information from which the individual may be identified in combination with any other data element recognized or protected by law, including at least the following types of data: addresses, phone numbers, email addresses, dates of birth, medical information (including but not limited to prescription, medical history, lab results, health insurance, treatment information, and diagnosis), Social Security numbers, financial information (including financial account information, compensation information, and payment information), transactional information of any sort, consumer profile information, racial or ethnic identity, political opinions, sexual orientation or identity, criminal history, IP addresses or other electronic identifiers, fingerprint or other biometric information, genetic information, trade union membership, passport information, and driver's license information.

2.38. "Preliminary Approval Order" means an order by the Court that preliminarily approves the Settlement (including, but not limited to, fully approving the forms and procedure for providing Notice to the Settlement Class under Rule 23), permits and directs Notice to be disseminated to the proposed Settlement Class, establishes a procedure for Class Members to file claims, object to, or opt out of the Settlement, and sets a date for the Final Approval Hearing. The proposed Preliminary Approval Order to be submitted to the Court shall be substantially similar to the form attached hereto as **Exhibit D**.

2.39. "Reasonable Documentation" means documentation supporting a claim for Documented Loss(es) as set forth in Section 4.7.a below, including, but not limited to, credit card statements, bank statements, insurance statements, invoices, telephone records, screen shots, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting Reasonable Documentation.

2.40. "Released Claims" means any claim, liability, right, demand, suit, obligation, demand, request or demand for injunctive relief, damage, including consequential damages, loss or cost, punitive damages, attorneys' fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term "Unknown Claims" is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, equitable or injunctive—that was or could have been asserted on behalf of the Settlement Class in the Action, related to or otherwise arising from the Incident regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action. For the avoidance of doubt, "Released Claims" do not include any claims held by the Settlement Class Representatives and Settlement Class Members against the Released Parties that are unrelated to or do not arise from



the Incident.

2.41. “Released Parties” means:

a. Defendants Cencora, Inc. and The Lash Group, LLC, which may now be known as Cencora Patient Services, LLC, a Delaware Limited Liability Company and all of each of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, owners, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, beneficiaries, insurers, reinsurers, subrogees and assigns of any of the foregoing (“Cencora Released Parties”).

b. All customers, business partners, contractual counterparties of all Cencora Released Parties or other persons against whom claims may be brought related to the Incident or Cencora’s alleged liability therefore, and all of each of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, owners, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, beneficiaries, insurers, reinsurers, subrogees and assigns, including without limitation:

i. The pharmaceutical companies which were formerly Defendants in the Action:

- 1) Bristol-Myers Squibb Company
- 2) Bristol-Myers Squibb Patient Assistance Foundation, Inc.
- 3) GlaxoSmithKline LLC / GlaxoSmithKline Group of Companies
- 4) GlaxoSmithKline Patient Access Programs Foundation
- 5) ViiV Healthcare Company
- 6) Regeneron Pharmaceuticals, Inc./ Regeneron Healthcare Solutions, Inc.
- 7) Sumitomo Pharma America, Inc. / Sunovion Pharmaceuticals Inc.

ii. All other customers of Cencora, Inc. and The Lash Group, LLC that had information involved in the Incident, including without limitation:

- 1) Abbott
- 2) AbbVie Inc.
- 3) Acadia Pharmaceuticals Inc.
- 4) Acrotech Biopharma Inc.

- 5) Alexion Pharmaceuticals, Inc.
- 6) Alkermes, Inc.
- 7) Amgen Inc.
- 8) Assertio Holdings, Inc.
- 9) AstraZeneca Pharmaceuticals LP
- 10) Bausch + Lomb
- 11) Bausch Health Companies Inc.
- 12) Bayer Corporation
- 13) CareDx, Inc.
- 14) Clovis Oncology, Inc.
- 15) Dendreon Pharmaceuticals LLC
- 16) Eli Lilly and Company
- 17) Endo Pharmaceuticals Inc.
- 18) Genentech, Inc.
- 19) Grifols, USA, LLC & Grifols Shared Services North America, Inc.
- 20) H. Lundbeck A/S
- 21) Heron Therapeutics, Inc.
- 22) Incyte Corporation
- 23) Johnson & Johnson Patient Assistance Foundation, Inc.
- 24) Johnson & Johnson Services, Inc.
- 25) Marathon Pharmaceuticals, LLC / PTC Therapeutics, Inc.
- 26) Merck Sharp & Dohme
- 27) Novartis Pharmaceuticals Corporation
- 28) Otsuka America Pharmaceutical, Inc.
- 29) Otsuka Patient Assistance Foundation

- 30) Pfizer Inc.
- 31) Pharming Healthcare, Inc.
- 32) Purdue Pharma L.P.
- 33) Rayner Surgical Inc.
- 34) Sandoz Inc.
- 35) Sanofi US Services Inc.
- 36) Smith & Nephew, Inc.
- 37) Stemline Therapeutics, Inc.
- 38) Takeda Pharmaceuticals U.S.A., Inc.
- 39) Tolmar, Inc.
- 40) Adventist Health System/West d/b/a Adventist Health
- 41) BJC Health System d/b/a Barnes-Jewish Hospital

The parties listed in (b) above are collectively the “Non-Cencora Released Parties.”

All Cencora Released Parties and Non-Cencora Released Parties are expressly intended third-party beneficiaries of the releases and other provisions benefiting them herein regardless of whether they are Parties to this Settlement Agreement or are providing any part of the consideration provided in this Settlement Agreement.

Each of the Released Parties may be referred to individually as a “Released Party.”

2.42. “Request for Exclusion” is the written communication by a Class Member who timely requests to be excluded or opt-out from the Settlement Class pursuant to the terms of the Agreement.

2.43. “Service Awards” means the amount awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action and its resolution, as set forth in Section 9.1 of this Agreement.

2.44. “Settlement Agreement,” “Settlement,” or “Agreement” means this Class Action Settlement Agreement and Release.

2.45. “Settlement Administrator” means Kroll Settlement Administration LLC, the third-party class action settlement administrator appointed by the Court to carry out the Notice Plan and administer the Settlement pursuant to the terms and conditions of this Agreement. Under the supervision of Class Counsel and Cencora’s Counsel, the Settlement Administrator shall design, oversee and implement the Notice Plan (and all relevant documents and the Settlement Website)

and receive any Claims, objections, and Requests for Exclusion from the Class. 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.

2.46. "Settlement Benefit(s)" means any Settlement Payments—including the Documented Loss Payments and the Cash Fund Payments set forth in Section 4.7—and the prospective relief set forth in Section 4.1 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief. For the avoidance of any doubt, the Settlement Benefits and Settlement Payments described herein provide what individual Class Members may receive under the Settlement.

2.47. "Settlement Class" or "Class" means 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.

2.48. "Settlement Class List" means the list of Settlement Class Members described in Section 5.3 below.

2.49. "Settlement Fund" means the sum of Forty Million US Dollars and No Cents (\$40,000,000.00), to be paid, or caused to be paid, by Cencora and/or its insurer(s), as specified in Sections 4.2 and 4.3 of this Agreement.

2.50. "Settlement Payment" means any payment to be made to any Class Member on Approved Claims pursuant to Section 4.7 herein.

2.51. "Settlement Website" means the internet website to be created prior to the Notice Date, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and provides access to relevant case documents, including the Settlement Agreement, Preliminary Approval Order, information about the submission of the Claim Form, and other relevant documents, including a downloadable Long Form Notice and Claim Form. The Settlement Website will also provide answers to frequently asked questions. The Settlement Website shall have the URL landing page: [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com).

2.52. "Summary Notice" means the summary postcard notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit E**, as approved by the Court.

2.53. "Taxes" means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of

tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administrative Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court, and Class Counsel and/or the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the Escrow Account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement. None of Class Counsel or the Released Parties shall have any liability for any Taxes or any alleged failure with respect to any obligation related to any Taxes.

2.54. “Unknown Claims” means any of the Released Claims that any Class Member, including the Class Representatives, does not know or suspect to exist at the time of the release of the Released Claims that, if known, might have affected the settlement of the Released Claims with the Released Parties, or might have affected any decision not to object to and/or to participate in this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Settlement Class Representatives expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, waived the provisions, rights, and benefits conferred by Cal. Civ. Code § 1542 to the extent applicable, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Class Members, including the Class Representatives, and any of them, may hereafter 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 Released Claims, but Class Representatives expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims. The Parties acknowledge, and Class Members shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

### **SECTION 3: SETTLEMENT CLASS / REQUIRED EVENTS / COOPERATION**

3.1. Settlement Class. For the purposes of this Settlement only, Settlement Class Representatives shall move for and Cencora shall not oppose the certification of the Settlement Class (and agree that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are satisfied with respect to the Settlement Class), which is contingent upon the Court entering the Final Approval Order and Judgment approving this Settlement and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void and there shall be no preclusive effect of the former certification and Cencora shall have the right to contest class certification on any grounds.

3.2. Appointments of Settlement Class Counsel, Settlement Class Representatives, and the Settlement Administrator. For settlement purposes only, Class Counsel shall also seek, and Cencora shall not oppose, preliminary and final approval of the Settlement, the appointment of Class Counsel as Settlement Class Counsel, the appointment of Settlement Class Representatives, and the appointment of the Settlement Administrator.

3.3. Preliminary Approval. Class Counsel shall file this Agreement with the Court and shall promptly move the Court to enter the Preliminary Approval Order, in a form substantially similar to the form attached hereto as **Exhibit D**. Class Counsel shall provide Cencora's Counsel with a reasonable opportunity to review a draft of the proposed motion for preliminary approval before its filing.

3.4. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement.

3.5. Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than 230 days after the entry of the Preliminary Approval Order. The Parties shall file a response to any objections to the Settlement and a motion for final approval no later than 14 days before the Final Approval Hearing.

### **SECTION 4: CONSIDERATION / SETTLEMENT FUND / SETTLEMENT BENEFITS**

4.1. Security Commitments / Prospective Relief. Cencora agrees that since the Incident, it has adopted, maintained, and/or implemented enhanced data and information security measures, at its expense, which are designed to strengthen Cencora's information security. In the future, Cencora may replace any of these security measures provided: (a) it does so with equivalent or more robust

security measures, such as with more advanced technology and capabilities that become available, or to better address assessed security risks to its information systems; or (b) it employs compensating controls (alternative safeguards used when primary controls cannot be implemented) for any security measures that are replaced.

4.2. Monetary Consideration. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases set forth below and Final Approval Order and Judgment, Cencora shall pay, or cause to be paid, Forty Million US Dollars and No Cents (\$40,000,000.00) in settlement of this Action. In no circumstances shall this payment be considered a fine or penalty. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Cencora's liability pursuant to this Settlement Agreement shall not exceed Forty Million US Dollars and No Cents (\$40,000,000.00) and under no circumstances shall Cencora or any Released Parties be required to pay anything more.

4.3. Settlement Fund. Cencora agrees to pay or cause to be paid one or more payment(s), to be deposited into the Escrow Account established and administered by the Escrow Agent, totaling a sum of Forty Million US Dollars and No Cents (\$40,000,000.00), to create the Settlement Fund on the terms and schedule as follows:

a. Within 20 days after the later of (i) entry of the Preliminary Approval Order, which shall include an order establishing the Settlement Fund pursuant to Treasury Regulation § 1.468B-1(c)(1), or (ii) Cencora's receipt of the Payment Instructions for such payment, Cencora shall cause Seven Million Five Hundred Thousand US Dollars and No Cents (\$7,500,000.00) to be deposited into the Escrow Account.

b. Cencora shall cause the remaining amount of the Settlement Fund (i.e., Thirty Two Million Five Hundred Thousand US Dollars and No Cents (\$32,500,000.00)) to be deposited within 20 days after the later of: (i) the Effective Date; or (ii) Cencora's receipt of the Payment Instructions for such payment.

c. The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses, reasonable escrow fees, any mediation fees, Taxes, the Fee Award and Costs, and Service Awards. The payments set forth in this section shall be Cencora's sole monetary obligations and no other provision of this Settlement Agreement shall be construed to obligate Cencora or any other Released Parties to make any other payment.

d. Accrued Interest. Any and all interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.

e. Qualified Settlement Fund. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times



after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Cencora, Cencora's Counsel, Settlement Class Representatives, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Cencora, Cencora's Counsel, Settlement Class Representatives, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). The Settlement Administrator shall timely and properly file 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)). Such returns shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements following transfer of Settlement Funds to the Settlement Administrator and consistent with the direction of Class Counsel and Court orders. Upon transfer of the Settlement Fund (or a portion thereof) to the Settlement Administrator, the Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement, and with the written instruction of Class Counsel or by order of the Court. All Settlement Funds held by the Escrow Agent or Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such Funds shall be distributed pursuant to this Agreement or further order of the Court.

f. Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to Cencora and/or its insurer(s) in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses and Taxes incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Cencora and/or its insurer(s), and no other person or entity shall have any further claim whatsoever to such amounts.

4.4. Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Cencora and/or its insurer(s) in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Cencora and/or its insurer(s).

4.5. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) reasonable escrow fees; (iv) any Service Awards; (v) any Fee Award and Costs; (vi) the Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement; and (vii) any mediation fees.

4.6. Payment / Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless consistent with this Settlement Agreement and the Escrow Agreement and (i) expressly authorized by Class Counsel in a writing copied to Cencora's Counsel; or (ii) approved



by the Court. The Parties, by agreement, may authorize the periodic payment of actual Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court.

4.7. Settlement Payments: Each Class Member may qualify and submit a claim for one of the following cash Settlement Payments:

a. Documented Loss Payment. Class Members may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation made under penalty of perjury regarding any actual and unreimbursed Documented Loss; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement and that the loss is more likely than not related to the Incident. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member's claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member fails to cure his or her deficient claim, the claim will be rejected and will instead be considered as a claim for a Cash Fund Payment, provided the claimant is a member of the Settlement Class.

b. Cash Fund Payment. In the alternative to the Documented Loss Payment Settlement Benefit, Class Members may submit a claim to receive a Settlement Payment in cash (i.e., a "Cash Fund Payment"). The amount of the Cash Fund Payment will be calculated in accordance with Section 4.7.g below. Class Members who submit a Claim for a Cash Fund Payment will not be entitled to select the Documented Loss Payment Settlement Benefit provided for under Section 4.7.a.

c. Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods (e.g., PayPal, Venmo, etc.). If Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

d. Deadline to File Claims. Claim Forms must be postmarked (if mailed) or electronically received (if submitted on the Settlement Website) within 120 days after the Notice Date.

e. Claims Determinations of the Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete, and the amount to which a claimant is entitled. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel and Cencora's Counsel) of the deficiencies within 30 days of receipt of the claim and notify the Claimant that he or she shall have 20 days to cure the deficiencies and re-submit the claim. No notification or cure opportunity is allowed for late-filed claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable. If the Settlement Administrator determines a claim for a Documented Loss Payment is insufficient

or otherwise denied for lack of Reasonable Documentation, the Settlement Administrator shall consider that claim to be a claim for a Cash Fund Payment instead, provided the claimant is a member of the Settlement Class. Disputes over the Settlement Administrator's Claims Determinations concerning the validity and sufficiency of Claim Forms shall be resolved by the Court. Class Members, by their decision not to opt out of the Settlement Class, knowingly and intentionally waive any right of further appeal from any decision of the Court regarding Claims Determinations, including, but not limited to, to the U.S. Court of Appeals for the Third Circuit.

f. Timing of Settlement Benefits. Within 45 days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each claimant who is entitled to funds based on the selection made on their given Claim Form.

g. Distribution of Settlement Payments: The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) Fee Award and Costs, (iii) Service Awards, (iv) reasonable escrow fees; (v) Taxes; and (vi) any mediation fees. The remaining amount is the Net Settlement Fund. The Settlement Administrator will first apply the Net Settlement Fund to pay Approved Claims for Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied shall be referred to as the "Post DL Net Settlement Fund." The Settlement Administrator shall then utilize the Post DL Net Settlement Fund to make all Cash Fund Payments pursuant to Section 4.7.b.

i. The amount of each Cash Fund Payment shall be calculated by dividing the Post DL Net Settlement Fund by double the number of valid claims submitted by California residents added to the number of valid claims submitted by non-California residents to determine an "Initial Cash Amount" (i.e.,  $\text{Initial Cash Amount} = \text{Post DL Net Settlement Fund} / ((2 \times \text{the total number of Approved Claims submitted by California residents}) + (\text{the total number of Approved Claims submitted by non-California residents}))$ ). The Cash Fund Payment amount to non-California residents with Approved Claims will be equal to the Initial Cash Amount, and the Cash Fund Payment amount to California residents with Approved Claims will equal twice the amount of the Initial Cash Amount.

ii. In the event that the aggregate amount of all valid Documented Loss Payments equals Five Million Dollars and No Cents (\$5,000,000.00) or less, each Documented Loss Payment will be equal to the approved documented losses up to \$5,000.

iii. In the event that the aggregate amount of all valid Documented Loss Payments exceeds the total amount of Five Million Dollars and No Cents (\$5,000,000.00), then the value of the Documented Loss Payment to be paid to each approved Claimant shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments equals Five Million Dollars and No Cents (\$5,000,000.00). All such determinations shall be performed by the Settlement Administrator.

h. Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical check, shall have 90 days following distribution to deposit or cash their benefit check.

i. Residual Funds. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all Settlement Payments to the Class Members, such funds may be apportioned in a second distribution, if practicable, equally to Class Members with Approved Claims who, in the initial distribution, cashed their check or successfully received payment electronically. To the extent that any second distribution is impracticable, or second-distribution funds remain in the Settlement Fund after an additional 180 days, the Parties shall meet and confer regarding the appropriate disposition of any such funds, with the proposed distribution to be presented to the Court for approval.

j. Returned Checks or Other Undeliverable Settlement Payments. For any Settlement Payment that is returned to the Settlement Administrator or deemed as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make a reasonable effort to correct the problem such as finding a valid address (in the case of physical checks) or a valid email address or phone number (in the case of a digital payment) and resend the Settlement Payment within 30 days after the Settlement Payment is returned to the Settlement Administrator or deemed as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.

k. Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Cencora after the Effective Date.

l. Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.

m. Limitation of Liability.

i. Cencora and Cencora's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

ii. Settlement Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

iii. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Settlement Class Representatives, Cencora, and Cencora's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

iv. Neither the Parties nor their respective counsel shall be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for (a) the payment of claims, Taxes (including interest and penalties), legal fees, or any other expenses payable from the Settlement Fund; (b) the investment of any Settlement Fund assets; or (c) any act, omission, or determination of the Settlement Administrator or the Escrow Agent.

## **SECTION 5: CLASS NOTICE, EXCLUSIONS, AND OBJECTIONS**

5.1. Notice shall be disseminated pursuant to the Court's Preliminary Approval Order, which shall be submitted to the Court in the form attached hereto as Exhibit "D."

5.2. The Settlement Administrator, which designed the proposed Notice Plan, shall oversee and implement the Notice Plan approved by the Court. In conducting its duties and responsibilities, the Settlement Administrator may make necessary adjustments to the notice processes as circumstances may dictate, subject to the approval of the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund. The Parties may, by Agreement, make any non-substantive ministerial changes to correct typographical errors or insert correct dates in the Notice, but any other revisions to the Notice must be approved by the Court.

5.3. Settlement Class List. Within 14 days after the entry of the Preliminary Approval Order, Cencora will provide to the Settlement Administrator a list of any and all names with any last known physical mailing addresses, telephone numbers, and email addresses of Class Members that it has in its possession, custody, or control, which Cencora can determine based on reasonable effort and investigation.

5.4. Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members by direct mail of the Summary Notice (in postcard form) by U.S. Mail, postage prepaid, consistent with best practices and designed to provide the best notice that is practicable under the circumstances, consistent with Federal Rule of Civil Procedure 23.

5.5. Publication and Online Notice. The Settlement Administrator shall issue Publication and Online Notice that shall include, a press release in the form attached hereto as **Exhibit F** that will be distributed nationally via BusinessWire on behalf of Cencora, Settlement Class Representatives and the Settlement Administrator, announcing the Settlement and directing Settlement Class Members to the Settlement Website. Cencora will publish the same announcement on the websites

of The Lash Group, LLC, TheraCom L.L.C., MWI Veterinary Supply, Inc., and Amerisourcebergen Specialty Group, LLC. The Settlement Administrator shall issue any other Notice as agreed by the Parties or Ordered by the Court that is necessary to satisfy Rule 23 of the Federal Rules of Civil Procedure and due process.

5.6. The Settlement Administrator shall substantially complete the dissemination of Notice described in Sections 5.4 and 5.5 of this Agreement, within 90 days after the Notice Date.

5.7. Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein), benefits under this Agreement, and allowing them to recover under this Agreement; shall not be provided to the Class Representatives; shall be kept in strict confidence by Class Counsel and the Settlement Administrator; shall not be disclosed to any third party by Class Counsel or the Settlement Administrator; shall not be used for marketing purposes by Class Counsel or the Settlement Administrator; and shall not be used for any other purpose. Within 6 months after completion of the administration of the Settlement, after providing Class Counsel and Cencora's Counsel at least 10 days advance notice, the Settlement Administrator shall destroy all originals, copies, documents, transcriptions, iterations, or drafts of the contact information for Class Members or any portion thereof and shall certify to Cencora's Counsel in writing that such destruction has occurred.

5.8. Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) approval of Claim Forms by persons other than Class Members, (ii) approval of more than one Claim Form per person, and (iii) approval of Claim Forms seeking amounts to which the claimant is not entitled.

5.9. Settlement Website. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet in accordance with this Agreement. The Settlement Administrator shall create, update, and maintain the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claim Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the operative Consolidated Class Action Complaint in the Action, the Fee Petition and Motion for Final Approval, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing, as well as the Claims Deadline, Exclusion Deadline, and Objection Deadline. The Settlement Website shall also provide answers to frequently asked questions as agreed upon by Class Counsel and Cencora's Counsel, and the toll-free telephone number, mailing address, and email address through which Class Members may contact the Settlement Administrator directly. Class Counsel and Cencora's Counsel may agree on changes to the format of the Settlement Website, and may agree to add additional information to the Settlement Website. Information may only be removed from the Settlement Website with approval of both Class Counsel and Cencora's Counsel.

5.10. Opt-Out/Objection Rights. Class Members have the right to opt out of or object to the Settlement, but not both. Opting out from or objecting to the Settlement are mutually exclusive options. Any Class Member who elects to opt out may not also object to the Settlement. Any Class



Member who elects to object may not also opt out of the Settlement. In the event a Class Member submits both an objection and an opt out request, the Settlement Administrator shall notify the Class Member that they can only elect one of those options and must inform the Settlement Administrator of their decision. If the Class Member does not thereafter take corrective action within 10 days, the submission shall be considered a Request for Exclusion, and the objection shall be deemed withdrawn.

5.11. Opt-Out/Request for Exclusion. The Summary Notice and Long Form Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than 90 days after the Notice Date (“Exclusion Deadline”). Any Class Member may submit a Request for Exclusion from the Settlement at any time prior to the Exclusion Deadline. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator prior to the Exclusion Deadline. Requests for Exclusion must be in writing and must identify the case name “*Anaya, et al. v. Cencora, Inc., et al.*, No. 24-2961”; state the name, address, and telephone number of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in ‘*Anaya, et al. v. Cencora, Inc., et al.*, No. 24-2961.’” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. If a Class Member submits both a Request for Exclusion and a claim for a Settlement Payment, the Settlement Administrator shall notify the Class Member that they can only elect one of those options and must inform the Settlement Administrator of their decision. If the Class Member does not thereafter take corrective action within 10 days, the Request for Exclusion shall control and the claim for a Settlement Payment shall be deemed withdrawn.

5.12. The Settlement Administrator shall provide Class Counsel and Cencora’s Counsel weekly updates concerning the number of opt-outs and provide them with the opt-out list no later than 10 days following the Exclusion Deadline.

5.13. Objections. The Summary Notice and Long Form Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Court filed or postmarked no later than 90 days after the Notice Date (the “Objection Deadline”). Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice and expense. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a Final Approval Order and Judgment should not be entered, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have timely submitted to both the Settlement Administrator and the Court in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member wishes the Court to consider, filed or postmarked no later than 90 days following the Notice Date.

Objections may not be submitted or filed by anyone who has excluded themselves from the Settlement Class. All written objections and supporting papers must clearly (a) identify the case name and number (*Anaya, et al. v. Cencora, et al.*, No. 24-2961); (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Incident or other written evidence that he or she is a Class Member); (e) identify the specific factual or legal grounds for the objection; (f) identify whether the objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include all documents or writings that the Class Member desires the Court to consider; (j) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (k) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative. All objections must be submitted (1) to the Settlement Administrator by mailing them to: Cencora Data Security Incident Settlement Administrator, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391, and (2) to the Court either by mailing them to: Clerk's Office, United States District Court for the Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106; or by filing them in person at the Clerk's Office in the Courthouse, electronically through the Court's electronic filing system, or through an attorney. All objections must be filed with the Court or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

5.14. The Settlement Administrator shall provide Class Counsel and Cencora's Counsel copies of any objections submitted by Class Members upon receipt, along with weekly updates concerning the number of objections received.

5.15. 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.

## **SECTION 6: SETTLEMENT ADMINISTRATION**

### **6.1. Submission of Claims.**

a. Submission of Electronic and Hard Copy Claims. Claim Forms must be submitted electronically or postmarked during the Claims Period on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure timely but defective claims, as set forth in Section 4.7.e, unless otherwise noted in this Agreement.

b. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

6.2. Settlement Administrator's Duties.

a. Cost Effective Claims Processing. The Settlement Administrator shall administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

b. Dissemination of Notices. The Settlement Administrator shall implement the Notice Plan and disseminate Notices as provided for in this Agreement.

c. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. Except as set forth in Section 5.7, the Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Cencora's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Cencora's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

i. Receive Requests for Exclusion and objections from Class Members and provide Class Counsel and Cencora's Counsel a copy thereof no later than 10 days following the deadline for submission of the same, and on a weekly basis during the Claims Period. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Class Members after the Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Cencora's Counsel;

ii. Provide weekly reports to Class Counsel and Cencora's Counsel that include, without limitation, the number of Requests for Exclusion, objections, and Claim Forms received by the Settlement Administrator (including a breakdown of the number of claims and amounts approved for Documented Loss Payments and the number of claims and amounts calculated for Cash Fund Payments, if known), and the categorization and description of Claim Forms rejected by the Settlement Administrator or for which the Settlement Administrator has identified deficiencies. The Settlement Administrator shall also, as requested by Class Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

iii. Make available for inspection by Class Counsel and Cencora's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

iv. Cooperate with any audit by Class Counsel or Cencora's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement. Following the Effective Date, Cencora shall have no right to audit any Claim Forms.

6.3. Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.



## **SECTION 7: FINAL APPROVAL ORDER AND JUDGMENT**

7.1. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment granting Final Approval of the Settlement, and whether to approve the application for a Fee Award and Costs, and Service Awards.

7.2. No later than 14 days before the Final Approval Hearing, Settlement Class Representatives shall seek entry of an Order granting final approval and entering final judgment in the form attached hereto as **Exhibit B**, which shall:

a. approve finally this Settlement Agreement and its terms as fair, adequate, and reasonable within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation according to its terms;

b. finally certify the Settlement Class for settlement purposes only;

c. determine that the Settlement Class Notice Plan and form of notice satisfied Rule 23 and due process requirements;

d. dismiss all claims in the Complaint and Action with prejudice;

e. bar and enjoin Settlement Class Representatives and the Settlement Class from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment;

f. release and forever discharge Cencora and the other Released Parties from the Released Claims as provided in this Settlement Agreement;

g. determine under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay, and direct that the Final Approval Order and Judgment shall be entered; and

h. reserve the Court's continuing and exclusive jurisdiction over Cencora and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Settlement in accordance with its terms.

## **SECTION 8: RELEASES**

8.1. Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Settlement Class Representatives and all Settlement Class Members who did not submit a valid and timely Request for Exclusion, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Incident in any way or otherwise arises out of the same facts and circumstances set forth in any pleading or complaint in this Action. This Release does not apply to any Class Member who timely excludes himself or herself from the Settlement. This Release does not apply to any claims that are unrelated to or do not arise from the Incident.

8.2. Upon the Effective Date, Cencora fully, finally and forever releases, remises, waives, surrenders, foregoes, gives up, abandons, cancels, acquits, and forever discharges and covenants not to sue Settlement Class Members and any of their heirs, executors, administrators, agents, attorneys, and legal representatives, for any claims relating to the institution, maintenance or prosecution of the Released Claims.

8.3. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

8.4. For purposes of clarity, the releases described herein are not intended to apply to, and shall not apply to, claims relating to the enforcement of this Agreement.

8.5. As of the Effective Date, Settlement Class Members shall be enjoined from prosecuting or otherwise pursuing, whether directly or in any other capacity, any claim they have released in this Settlement against any Released Parties or based on any actions taken by any Released Parties that are authorized or required by this Settlement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding or action asserting claims released by this Settlement.

## **SECTION 9: ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

### **9.1. Service Awards.**

a. Settlement Class Representatives and Class Counsel may seek Service Awards to the Settlement Class Representatives of up to \$1,500 per Settlement Class Representative. Class Counsel may request Service Awards for the Settlement 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.

b. The Escrow Agent shall pay the Service Awards approved by the Court to the Settlement Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Escrow Agent, in the amount approved by the Court, within 10 Business Days after the later of (a) the date Cencora makes the payment referenced in Section 4.3.b or (b) the entry of the Court's order awarding the Fee Award and Costs.

c. In the event the Court declines to approve, in whole or in part, the payment of the Service Awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for cancellation or termination of this Agreement.

d. The Parties did not discuss the Service Awards which Class Representatives can apply for until after the substantive terms of the Settlement had been agreed upon.

9.2. Attorneys' Fees, Costs, and Expenses.

a. Class Counsel may petition the Court for an award of reasonable attorneys' fees from the Settlement Fund in an amount not to exceed 1/3 of the Settlement Fund, and, separately, seek reimbursement of reasonably incurred litigation expenses and costs that do not include Administrative Expenses (i.e., Fee Award and Costs), 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.

b. The Parties did not discuss the Fee Award and Costs to be sought by Class Counsel until after the substantive terms of the Settlement had been agreed upon, and did not reach any agreement on such Fee Award and Costs.

c. The Settlement is not conditioned upon the Court's approval of Class Counsel's requested Fee Award and Costs.

d. Notwithstanding anything herein, a decision by the Court that fails to approve, in whole or in part, the requested amount of attorneys' fees, costs, and expenses shall not be grounds for termination of this Settlement Agreement.

e. If the Court declines to approve, in whole or in part, the requested attorneys' fees, costs, and expenses in the amount set forth above, or at all, the remaining provisions of this Settlement Agreement will remain in full force and effect. The finality or effectiveness of the Settlement will not be dependent on the Court awarding Class Counsel any particular amount of attorneys' fees or costs or Service Awards to the Settlement Class Representatives.

f. Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel of record. Neither Cencora nor any Released Party shall have any responsibility for, or interest in, or liability whatsoever, with respect to the allocation among Class Counsel, other counsel for the Plaintiffs and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

g. The Fee Award and Costs awarded by the Court shall be paid from the Settlement Fund within 10 Business Days after the later of (a) the date Cencora makes the payment referenced in Section 4.3.b or (b) the entry of the Court's order awarding the Fee Award and Costs.

**SECTION 10: EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

10.1. The Effective Date of the Settlement shall be the first Business Day after all the following conditions have occurred:

- a. Cencora and Class Counsel execute this Agreement;
- b. The Court enters the Preliminary Approval Order;
- c. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;

d. The Court enters the Final Approval Order and Judgment; and

e. The Final Approval Order and Judgment have become “Final” because: (i) the time for appeal, petition, rehearing or other review has expired; 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.

10.2. In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Judgment, or the Final Approval Order and Judgment does not become Final (as described in Section 10.1.e of this Agreement), Cencora may at its sole discretion terminate this Agreement on 10 Business Days’ written notice from Cencora’s Counsel to Class Counsel.

10.3. This Settlement shall remain effective and be fully binding, irrespective of any determination regarding the Court’s jurisdiction in the Action, but subject to the termination provisions in Sections 10.2, 10.4, and 10.5.

10.4. In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within 14 days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.

10.5. In the event that the number of persons who timely and validly submit Requests for Exclusion from the Settlement in accordance with Section 5.11 herein (“Opt-Outs”) exceeds ten thousand (10,000), then Cencora may elect to terminate this Agreement on the ground that exclusion at that level threatens to frustrate the essential purpose of this Agreement. Cencora may exercise its right to terminate this Agreement under this subsection by providing written notification to Class Counsel of its election no later than 10 Business Days after the Settlement Administrator has delivered to the Parties a written list of all persons who have opted out of the Settlement following the Exclusion Deadline in accordance with Section 5.12 above. Neither Cencora, the Released Parties, nor anyone acting on their behalf, shall, either directly or indirectly, solicit, request, encourage, or induce any Settlement Class Member to submit a Request for Exclusion from or opt out of the Settlement Agreement.

10.6. Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the mediation that occurred on April 15, 2025, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or

defenses.

10.7. In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Sections 4.3.c, 4.4, 4.7.i, 10.3, and 10.4 herein) and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the mediation that occurred on April 15, 2025.

10.8. Notwithstanding any provision of this Agreement to the contrary, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Settlement Class Representatives, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

### **SECTION 11: NO ADMISSION OF LIABILITY**

11.1. This Agreement, whether consummated or not, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to this Agreement:

a. Shall not be offered or received against the Released Parties as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by the Released Parties with respect to the truth of any fact alleged by any Settlement Class Representative or Class Member or the validity of any claim that has been or could have been asserted in the Action or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Cencora and the other Released Parties;

b. Shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties;

c. Shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against the Released Parties, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Released Parties may refer to it to effectuate the liability protection granted them hereunder;

d. Shall not be construed against the Released Parties as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

e. Shall not be construed as or received in evidence as an admission, concession or presumption against Settlement Class Representatives or any member of the Settlement Class, including with respect to the merits of their claims, whether the class may be certified, the merits

of any defenses asserted by Cencora, or damages, including the amount of damages recoverable in the Action.

11.2. The Parties understand and acknowledge that this Settlement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Settlement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

### **MISCELLANEOUS**

12.1. Representations. Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

12.2. Singular and Plurals. As used in this Settlement, all references to the plural shall also mean the singular and all references to the singular shall also mean the plural whenever the context so indicates.

12.3. Representation by Counsel. The Class Representatives and Cencora represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

12.4. Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

12.5. Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

12.6. Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.



12.7. Severability. Subject to the provisions of Section 10.4, should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be severable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

12.8. Cooperation of Parties. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement. The Parties to this Settlement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, defend Court approval, and do all things reasonably necessary to complete and effectuate the Settlement, as described herein. Nothing in this paragraph, however, is intended to limit any Party's right to terminate the Settlement in accordance with its terms.

12.9. Entire Agreement. This Settlement (along with any exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

12.10. Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors.

12.11. Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties thereto.

12.12. Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

12.13. No Conflict Intended. Any inconsistency between the headings used in this Settlement and the text of the paragraphs of this Settlement shall be resolved in favor of the text.

12.14. Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania, without reference to its conflict of law provisions, except to the extent that federal law of the United States governs.

12.15. Counterparts. This Settlement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

12.16. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of, or relating to, this Settlement that cannot be resolved by negotiation and agreement by counsel for the Parties. Should the Parties' attempt to negotiate and resolve any dispute arising out of or relating to the Settlement fail, the Parties agree to consult The Honorable Diane M. Welsh, U.S.M.J. (Ret.) who shall, prior to any Court intervention, mediate and attempt to resolve any such dispute. The Court shall retain jurisdiction with respect to the

administration, consummation, and enforcement of the Settlement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and Settlement Administration. As part of its agreement to render services in connection with this Settlement Agreement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

12.17. Notices.

a. All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Jeannine M. Kenney  
**HAUSFELD LLP**  
325 Chestnut St., Ste. 900  
Philadelphia, PA 19106  
jkenney@hausfeld.com

Andrew W. Ferich  
**AHDOOT & WOLFSON, PC**  
201 King of Prussia Rd., Ste. 650  
Radnor, PA 19087  
aferich@ahdootwolfson.com

Shauna Itri  
**SEEGER WEISS LLP**  
325 Chestnut St., Ste. 917  
Philadelphia, PA 19106  
sitri@seegerweiss.com

Roberta D. Liebenberg  
**FINE, KAPLAN AND BLACK, RPC**  
One South Broad St.,  
23rd Floor  
Philadelphia, PA 19107  
rliebenberg@finekaplan.com

Erin Green Comite  
**SCOTT+SCOTT ATTORNEYS  
AT LAW LLP**  
156 S. Main Street  
P.O. Box 192  
Colchester, CT 06415  
ecomite@scott-scott.com

b. All notices to Cencora provided for herein, shall be sent by overnight mail and email to:

Gregory T. Parks  
**MORGAN, LEWIS & BOCKIUS, LLP**  
2222 Market Street  
Philadelphia, PA 19103  
Gregory.Parks@morganlewis.com

Cencora, Inc.  
Attention: General Counsel  
1 W. 1<sup>st</sup> Ave.  
Conshohocken, PA 19428

c. All notices to the Settlement Administrator provided for in this Agreement shall be



sent by email and overnight mail to the following address:

Cencora Data Security Incident Settlement  
 Administrator  
 c/o Kroll Settlement Administration LLC  
 P.O. Box 225391  
 New York, NY 10150-5391

d. The notice recipients and addresses designated in this Section may be changed by written notice.

12.18. Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

12.19. No Assignment. Each Class Representative represents and warrants that he or she has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

12.20. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

12.21. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

DATED: July 2, 2025

**ACCEPTED AND AGREED:**

**DEFENDANT:**

Dated July 25, 2025

DocuSigned by:  
 By: Elizabeth Campbell  
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 NAME Elizabeth Campbell

ITS: EVP & CLOE  
 FOR: **CENCORA, INC.**

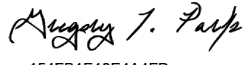
Dated July 25, 2025

DocuSigned by:  
 By: Elizabeth Campbell  
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 NAME Elizabeth Campbell

ITS: EVP & CLOE  
 FOR: **THE LASH GROUP, LLC** (which may now be known as Cencora Patient Services, LLC)

**COUNSEL FOR DEFENDANTS:**

Dated July 25, 2025 \_\_\_\_\_

Signed by:  
By:  \_\_\_\_\_  
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Gregory T. Fairs  
**MORGAN, LEWIS & BOCKIUS, LLP**

**PLAINTIFFS:**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Juan Anaya

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Marilyn Borne

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Drew Dion

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Kelvin James

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Kevin Mahle

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Virginia Romano

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Edward Skibinski

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Celia Skorupski

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Robert Angulo

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Tami Smith

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Sandra Weyerman

**PLAINTIFF:**

Dated: 07 / 09 / 2025

A handwritten signature in black ink, appearing to read 'Juan Anaya', is positioned above a horizontal line.

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Juan Anaya

**PLAINTIFF:**

Dated: 07 / 09 / 2025

*Marilyn Borne*

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Marilyn Borne

**COUNSEL FOR DEFENDANTS:**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Gregory T. Parks  
**MORGAN, LEWIS & BOCKIUS, LLP**

**PLAINTIFFS:**

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Juan Anaya

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Marilyn Borne

Dated 07/09/2025

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Drew D. Dion (Jul 9, 2025 16:35 PDT)  
Drew Dion

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Sandra Weyerman

**COUNSEL FOR DEFENDANTS:**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Gregory T. Parks  
**MORGAN, LEWIS & BOCKIUS, LLP**

**PLAINTIFFS:**

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Sandra Weyerman

**COUNSEL FOR DEFENDANTS:**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Gregory T. Parks  
**MORGAN, LEWIS & BOCKIUS, LLP**

**PLAINTIFFS:**

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Kevin Mahle (Jul 14, 2025 09:04 MDT)

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Sandra Weyerman

**PLAINTIFF:**

Dated: 07 / 11 / 2025

KR

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Kyle Reynolds



**PLAINTIFF:**

Dated: 07 / 09 / 2025

A handwritten signature in black ink, appearing to read "V Romano", is positioned above a horizontal line.

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Virginia Romano

**COUNSEL FOR DEFENDANTS:**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Gregory T. Parks  
MORGAN, LEWIS & BOCKIUS, LLP

**PLAINTIFFS:**

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By: \_\_\_\_\_  
Sandra Weyerman

**PLAINTIFF:**

*Celia Malone*

Dated: 07 / 11 / 2025

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Celia Malone (née Skorupski)

**COUNSEL FOR DEFENDANTS:**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Gregory T. Parks  
MORGAN, LEWIS & BOCKIUS, LLP

**PLAINTIFFS:**

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Robert Angulo

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Tami Smith

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Sandra Weyerman

**COUNSEL FOR DEFENDANTS:**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Gregory T. Parks  
**MORGAN, LEWIS & BOCKIUS, LLP**

**PLAINTIFFS:**

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Robert Angulo

Dated 7/7/2025

By: Jamie L. Smith  
Tami Smith

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Sandra Weyerman

**COUNSEL FOR DEFENDANTS:**

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Gregory T. Parks  
**MORGAN, LEWIS & BOCKIUS, LLP**

**PLAINTIFFS:**

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Marilyn Borne

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Robert Angulo

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By: \_\_\_\_\_  
Tami Smith

Dated 07/08/2025

By: Sandra Weyerman  
Sandra Weyerman



Dated \_\_\_\_\_

By: \_\_\_\_\_  
Peyton McQuillen

Dated 07/07/2025  
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By: Marc Harrell  
Marc Harrell (Jul 7, 2025 15:05 EDT)  
Mark Harrell

Dated 07/07/2025  
\_\_\_\_\_

By: Michele Pettiford  
Michele Pettiford (Jul 7, 2025 15:29 EDT)  
Michelle Pettiford

Dated 07/07/2025  
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By: Bonnie Collins White Kilgore  
Bonnie Collins White Kilgore (Jul 7, 2025 20:05 EDT)  
Bonnie Collins-White

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By: \_\_\_\_\_  
James Soward

Dated \_\_\_\_\_

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Katelyn Skowronski

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Robert Moskowitz

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Theodore Tsangarinos

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Lisa DeSmet

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Bridget Reardon

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Michael Williamson

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Amanda Tucker



Dated \_\_\_\_\_

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Peyton McQuillen

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By: \_\_\_\_\_  
Mark Harrell

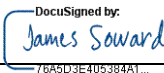
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By: \_\_\_\_\_  
Michelle Pettiford

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Bonnie Collins-White

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James Soward

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By: \_\_\_\_\_  
Michelle Pettiford

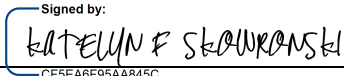
Dated \_\_\_\_\_

By: \_\_\_\_\_  
Bonnie Collins-White

Dated \_\_\_\_\_

By: \_\_\_\_\_  
James Soward

Dated 7/10/2025 \_\_\_\_\_

By:   
Katelyn Skowronski

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Robert Moskowitz

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Ivery Johnson

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Theodore Tsangarinos

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Tuan Nguyen

Dated \_\_\_\_\_

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Debra Brown

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Lisa DeSmet

Dated \_\_\_\_\_

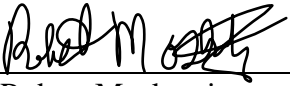
By: \_\_\_\_\_  
Bridget Reardon

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Michael Williamson

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Amanda Tucker

Dated _____	By: _____ Peyton McQuillen
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Katelyn Skowronski

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Robert Moskowitz

Dated 7/8/2025 \_\_\_\_\_

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Ivery Johnson  
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Theodore Tsangarinos

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Tuan Nguyen

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Debra Brown

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Lisa DeSmet

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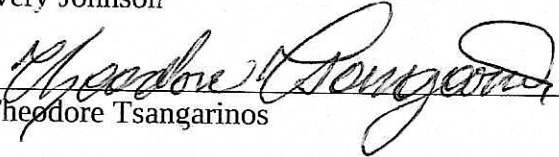
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Bridget Reardon

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Michael Williamson

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Dated _____	By: _____ Devton McQuillen
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Dated _____	By: _____ Robert Moskowitz
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Dated _____	By: _____ Tuan Nguven
Dated _____	By: _____ Debra Brown
Dated _____	By: _____ Lisa DeSmet
Dated _____	By: _____ Bridget Reardon
Dated _____	By: _____ Michael Williamson
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Dated _____	By: _____ Michelle Pettiford
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Dated _____	By: _____ James Soward
Dated _____	By: _____ Katelyn Skowronski
Dated _____	By: _____ Robert Moskowitz
Dated _____	By: _____ Ivery Johnson
Dated _____	By: _____ Theodore Tsangarinos
Dated Jul 7, 2025 _____	By: Tuan Nguyen Tuan Nguyen
Dated _____	By: _____ Debra Brown
Dated _____	By: _____ Lisa DeSmet
Dated _____	By: _____ Bridget Reardon
Dated _____	By: _____ Michael Williamson
Dated _____	By: _____ Amanda Tucker

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By: \_\_\_\_\_  
Peyton McQuillen

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By: \_\_\_\_\_  
Mark Harrell

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Michelle Pettiford

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By: \_\_\_\_\_  
Bonnie Collins-White

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By: \_\_\_\_\_  
James Soward

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Katelyn Skowronski

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By: \_\_\_\_\_  
Robert Moskowitz

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Ivery Johnson

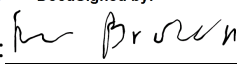
Dated \_\_\_\_\_

By: \_\_\_\_\_  
Theodore Tsangarinos

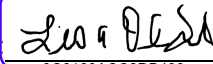
Dated \_\_\_\_\_

By: \_\_\_\_\_  
Tuan Nguyen


Dated 7/8/2025

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By:   
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Debra Brown

Dated 7/8/2025

Signed by:  
By:   
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Lisa DeSmet

Dated 7/3/2025


Signed by:  
By:   
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Bridget Reardon

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Michael Williamson

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Amanda Tucker

Dated _____	By: _____ Peyton McQuillen
Dated _____	By: _____ Mark Harrell
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Dated _____	By: _____ Bonnie Collins-White
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Dated _____	By: _____ Robert Moskowitz
Dated _____	By: _____ Ivery Johnson
Dated _____	By: _____ Theodore Tsangarinos
Dated _____	By: _____ Tuan Nguyen
Dated _____	By: _____ Debra Brown
Dated _____	By: _____ Lisa DeSmet
Dated _____	By: _____ Bridget Reardon
Dated 07/10/2025 _____	By:  _____ <small>Michael Williamson (Jul 10, 2025 11:20 CDT)</small> Michael Williamson
Dated _____	By: _____ Amanda Tucker



Dated \_\_\_\_\_

By: \_\_\_\_\_  
Peyton McQuillen

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Mark Harrell

Dated \_\_\_\_\_

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Michelle Pettiford

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Bonnie Collins-White

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James Soward

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Theodore Tsangarinos

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Tuan Nguyen

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Debra Brown

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Lisa DeSmet

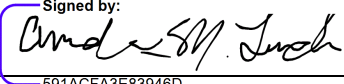
Dated \_\_\_\_\_

By: \_\_\_\_\_  
Bridget Reardon

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Michael Williamson

Dated 7/11/2025

Signed by:   
By: \_\_\_\_\_  
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Amanda Tucker

Dated 07/08/2025

*Margie Lopez*

By: 0B08AD5CA6F9893C7C426828CDCB2134

readysign

Margie Lopez

**CLASS COUNSEL:**

Dated 7/2/2025

By: *Erin Green Comite*

Erin Green Comite

**SCOTT+SCOTT ATTORNEYS**

**AT LAW LLP**

Dated 7/2/2025

By: *Andrew Ferich*

Andrew W. Ferich

**AHDOOT & WOLFSON, PC**

Dated 7/2/2025

By: *Shauna Itri*

Shauna Itri

**SEEGER WEISS LLP**

Dated 7/2/2025

By: *Jeannine M. Kenney*

Jeannine M. Kenney

**HAUSFELD LLP**

Dated 7/2/2025

By: *Roberta D. Liebenberg*

Roberta D. Liebenberg

**FINE, KAPLAN AND BLACK, RPC**

# Exhibit A

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**CENCORA DATA SECURITY INCIDENT SETTLEMENT CLAIM FORM**  
***Anaya, et al. v. Cencora, Inc., et al., Case No. 24-cv-2961 (E.D. Pa.)***

**USE THIS FORM TO MAKE A CLAIM FOR A DOCUMENTED LOSS PAYMENT  
OR FOR A CASH FUND PAYMENT. THIS CLAIM FORM MAY BE SUBMITTED  
ELECTRONICALLY OR BY MAIL.**

**THE DEADLINE TO SUBMIT THIS CLAIM FORM IS: [MONTH **XX**, **20YY**]**

**I. GENERAL INSTRUCTIONS**

On or about February 27, 2024, Cencora, Inc. and The Lash Group, LLC (“Cencora”) filed a Form 8-K Report with the U.S. Securities and Exchange Commission publicly disclosing that it had learned that data from its information systems had been improperly accessed by unknown parties, some of which may contain Personal Information (the “Incident”).

You are a Class Member if you are an individual or other person who resides in the United States or its territories and:

- You received mailed notice of the Incident or substitute notice of the Incident on Cencora’s website and/or in a media press release;

**OR**

- There are circumstances occurring on or after September 1, 2023 through [Preliminary Approval Date] suggesting that you are aware of harm potentially arising from the unauthorized use of your Personal Information, such as receipt of an unexpected explanation of benefits statement or a fraud alert from a bank that upon inquiry, would have caused you to determine that the harm may have been caused by the Incident.

As a Class Member, you are eligible to make a claim for **ONE** of the following cash Settlement Benefits:

- **Documented Loss Payment** – You may submit this Claim Form for a Documented Loss Payment up to \$5,000, subject to a cap of \$5,000,000 for all Documented Loss Payments, by providing supporting Reasonable Documentation that you spent money or incurred losses related to the Incident on or after September 1, 2023 and up to the Claims Deadline;

**OR**

- **Cash Fund Payment** – Instead of selecting a Documented Loss Payment and providing Reasonable Documentation, you may choose to submit this Claim Form for a Cash Fund Payment with no documentation either through the Settlement Website or by mail to receive a Cash Fund Payment. The amount of your Cash Fund Payment depends on the number of valid claims for Cash Fund Payments and how much of the Settlement Fund remains after payment of valid claims for Documented Loss Payments, any Court-approved attorneys’ Fee Award and Costs, Service Awards to the Class Representatives, escrow fees, taxes due on any interest earned by the Settlement Fund, and Administrative Expenses for notice and Settlement administration costs.

**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX**

In the event you choose to submit this Claim Form for a Documented Loss Payment, but your claim is incomplete or otherwise defective after being given an opportunity to correct the deficiencies, the Settlement Administrator will automatically treat an uncured, incomplete, or defective Documented Loss Payment claim as a claim for a Cash Fund Payment, provided you are a member of the Settlement Class.

Complete information about the Settlement and the Settlement Benefits is available at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com).

This Claim Form may be submitted online at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

**Cencora Data Security Incident Settlement Administrator  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391**

## II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments, you must notify the Settlement Administrator in writing at the address above or by calling (XXX) XXX-XXXX.

[illegible][illegible][illegible]

Mailing Address, Line 2:

City: 



 State: 



 Zip Code:

Cellular Telephone Number \_\_\_\_\_ Home Telephone Number \_\_\_\_\_

Email Address

[illegible]

### III. CLASS MEMBERSHIP

**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX**

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\*Page 2 of 6\*

☐ Please check this box if you received a mailed Notice related to this class action settlement, and you have provided your Unique Notice ID Number in Section II above.

☐ Please check this box if you have **not** received a mailed Notice related to this class action settlement but believe that you should be included in the Settlement Class. If you check this box, you must provide Proof of Class Membership in the form of documentation showing either that your Personal Information may have been involved in the Incident or that you took action as a result of receiving notice or substitute notice of the Incident. Examples of Proof of Class Membership include:

(1) A copy of the Notice of Data Security Incident you received following the Incident by mail or by substitute notice;

**OR**

(2) A document showing you were enrolled in, inquired about, or were provided information with respect to a patient support program administered by The Lash Group on behalf of any of the drug companies identified in Section 2.41(b) of the Settlement Agreement. Such documentation can include a confirmation of enrollment, communications regarding the inquiry, or a confirmation of benefits received through the patient support program;

**OR**

(3) A document showing actions you took after seeing Notice of the Incident on Cencora's website and/or in a media press release, such as proof that you signed up for credit monitoring.

You **cannot** receive both a Cash Fund Payment **and** a Documented Loss Payment.

**You may select ONE of the following options:**

#### **IV. CASH FUND PAYMENT**

☐ If you wish to receive a Cash Fund Payment, you must (i) check this box; (ii) complete the payment selection method below; and (iii) submit this Claim Form online at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or return this Claim Form to the Settlement Administrator by mail by **MONTH XX, 20YY**.

If you wish to receive a Cash Fund Payment but do **not** have a Unique Notice ID Number, you must separately sign and date the Certification below.

#### **CERTIFICATION (REQUIRED FOR CASH FUND PAYMENT CLAIMANTS WITH NO UNIQUE NOTICE ID NUMBER)**

By submitting this Claim Form for a Cash Fund Payment, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. I understand that this claim and my membership in the Settlement Class may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me.

Date: \_\_\_\_\_

Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX

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\*Page 3 of 6\*  
Page 3 of 6

Signature

Print Name

OR**V. DOCUMENTED LOSS PAYMENT**

☐ Please check this box if you are electing to seek reimbursement for up to \$5,000 of Documented Losses you incurred that are more likely than not traceable to the Incident and not otherwise reimbursed by any other source. Documented Losses include unreimbursed losses and consequential expenses that are more likely than not related to the Incident and incurred on or after September 1, 2023 and up to the Claims Deadline.

In order to make a claim for a Documented Loss Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the Attestation below; (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented losses need to be deemed more likely than not related to the Incident by the Settlement Administrator based on the documentation you provide and the facts of the Incident; (iv) complete the payment selection method below; and (v) submit this Claim Form online at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or return this Claim Form and Reasonable Documentation to the Settlement Administrator by mail by MONTH **XX**, 20**YY**. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator. If your claim for a Documented Loss Payment is rejected and you fail to cure the defect, your claim will automatically be considered as a claim for a Cash Fund Payment.**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="radio"/> Unreimbursed fraud losses or charges	<div> <div></div> <div></div> <div>/</div> <div></div> <div></div> <div>/</div> <div></div> <div></div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div> </div>	<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
<input type="radio"/> Professional fees incurred in connection with identity theft or falsified tax returns	<div> <div></div> <div></div> <div>/</div> <div></div> <div></div> <div>/</div> <div></div> <div></div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div> </div>	<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
<input type="radio"/> Lost interest or other damages resulting from a delayed state and/or federal tax	<div> <div></div> <div></div> <div>/</div> <div></div> <div></div> <div>/</div> <div></div> <div></div> </div> <div>(mm/dd/yy)</div>	<div> <div>\$</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div>.</div> <div></div> <div></div> </div>	<i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount</i>

Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX

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\*Page 4 of 6\*  
Page 4 of 6





\_\_\_\_\_  
Print Name

**VI. PAYMENT SELECTION**

Please select **one** of the following payment options.

- ☐ **PayPal** - Enter your PayPal email address: \_\_\_\_\_
- ☐ **Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_ - \_\_\_\_ - \_\_\_\_
- ☐ **Zelle** - Enter the mobile number associated with your Zelle account: \_\_\_\_ - \_\_\_\_ - \_\_\_\_
- ☐ **Physical Check** - Payment will be mailed to the address provided in Section II above.

Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX

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\*Page 6 of 6\*  
Page 6 of 6

# Exhibit B

**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.

---

**[PROPOSED] ORDER CERTIFYING SETTLEMENT CLASS, GRANTING FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE,  
AND ENTERING FINAL JUDGMENT, INJUNCTION AND ORDER OF DISMISSAL**

Upon consideration of the Settlement Class Representatives' Motion for Final Approval of Class Action Settlement Agreement and Release, and after dissemination of Notice to Settlement Class Members and a Final Approval Hearing held on \_\_\_\_\_, 2026, it is hereby ORDERED, ADJUDGED AND DECREED, AND FINAL JUDGMENT IS ENTERED, as follows:

1. The Court has subject-matter jurisdiction over the above-captioned action and jurisdiction over all members of the Settlement Class and Defendants Cencora, Inc. and The Lash

Group, LLC, which may now be known as Cencora Patient Services, LLC (together with Cencora, Inc., “Cencora” or “Defendants”).

2. All terms in initial capitalization used in this Final Approval Order and Judgment shall have the same meanings as set forth in the Settlement Agreement.

3. On \_\_\_\_\_, 2025, the Court entered an Order in which it, *inter alia*, preliminarily approved the Settlement, preliminarily certified the Settlement Class for settlement purposes only, directed Notice to Settlement Class Members, and approved the retention of Kroll Settlement Administration LLC as Settlement Administrator, and Huntington Bank as Settlement Fund Escrow Agent (ECF No. \_\_\_\_\_).

4. On \_\_\_\_\_, 2026, the Settlement Class Representatives filed a Motion for Final Approval of Class Action Settlement Agreement and Release [, and on \_\_\_\_\_, 2026, they filed a brief in response to the objections to the Settlement filed by certain Settlement Class Members].

5. On \_\_\_\_\_, 2026, the Court held a Final Approval Hearing to consider whether the Settlement should be finally approved under Fed. R. Civ. P. 23(e)(2) as fair, reasonable and adequate.

6. The Court has reviewed the terms and conditions set forth in the Settlement Agreement, including all exhibits thereto, and finds that they are fair, reasonable, and adequate under Fed. R. Civ. P. 23(e)(2) of the Federal Rules of Civil Procedure. The Court finds that the Settlement is in full compliance with all requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clause), and any other applicable law.

7. The Court finds that the Settlement was negotiated at arm's-length before Hon. Diane M. Welsh (Ret.); there was sufficient formal and informal discovery to enable the Parties and counsel to become fully knowledgeable about the facts relevant to the claims and the potential risks of continued litigation of those claims; and the Parties were represented by highly capable counsel with substantial experience in class action and data breach litigation.

8. The Court also specifically considered the *Girsh* factors, including the complexity, expense, and likely duration of litigation of the claims; [the favorable reaction of the Settlement Class]; the stage of proceedings; the risks of establishing liability, damages, and class certification; and the range of reasonableness of the Settlement in light of the best possible recovery and attendant risks of litigation. *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975). The Court finds that these factors weigh in favor of approving the Settlement.

9. [The Court has carefully considered the objections to the Settlement filed by certain Settlement Class Members, and hereby finds that none of those objections is meritorious.]

10. The Court finds that the dissemination of Notice as set forth in the Declaration of the Settlement Administrator and the Notice Plan were in compliance with the Court's \_\_\_\_\_, 2025 Preliminary Approval Order, and that notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies Fed. R. Civ. P. 23(e) and due process.

11. A full opportunity has been offered to Settlement Class Members to object to or opt out of the Settlement and to participate in the Final Approval Hearing.

12. The Defendants properly and timely notified the appropriate government officials of the Settlement pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. More

than ninety (90) days have elapsed since the Defendants provided notice of the Settlement pursuant to CAFA. (ECF No. \_\_\_\_.)

13. Pursuant to Fed. R. Civ. P. 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court grants final class certification, for settlement purposes only, of the Settlement Class that it preliminarily certified in its \_\_\_\_\_, 2025 Preliminary Approval Order. The Settlement Class is:

All individuals and 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 executed and submitted a valid Request for Exclusion prior to the expiration of the Exclusion Deadline are excluded from the Class.

14. The Court finds that the requirements of Rules 23(a) and (b)(3) are satisfied, solely for the purpose of effectuating the Settlement, as follows:

- a. Pursuant to Fed. R. Civ. P. 23(a)(1), the Court determines that the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable;
- b. Pursuant to Fed. R. Civ. P. 23(a)(2), the Court determines that there are questions of law and fact that are common to the Settlement Class;
- c. Pursuant to Fed. R. Civ. P. 23(a)(3), the Court determines that the Settlement Class Representatives' claims are typical of the claims of the Settlement Class Members;

- d. Pursuant to Fed. R. Civ. P. 23(a)(4), the Court determines that Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented the interests of the Settlement Class and will continue to do so;
- e. Pursuant to Fed. R. Civ. P. 23(b)(3), the Court determines that common questions of law and fact predominate over questions affecting any individual Settlement Class Member;
- f. Pursuant to Fed. R. Civ. P. 23(b)(3), the Court determines that a class resolution provides a fair and efficient method for settling the claims and is superior to other available methods; and
- g. Pursuant to Fed. R. Civ. P. 23(b)(3), the Court determines that the Settlement Class is ascertainable.

15. The Court confirms the appointment of 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 Settlement Class Representatives.

16. The Court confirms the appointment of 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.

17. The list of persons who timely and properly opted out of the Settlement Class was filed by Settlement Class Counsel on \_\_\_\_\_, 2026. (ECF No. \_\_\_\_.) The release and other provisions of the Settlement Agreement shall not apply to them, and they shall not be entitled to any compensation or other relief or benefits provided by the Settlement.

18. The Court grants final approval of the plan for allocating Settlement funds as being fair, reasonable, adequate, and in the best interest of the Settlement Class. The Court further finds that the plan of allocation of Settlement funds treats Class Members equitably relative to each other as required by Federal Rule of Civil Procedure 23(e)(2)(D).

19. Accordingly, the Court hereby grants the Settlement Class Representatives' Motion for Final Approval of Class Action Settlement Agreement and Release.

20. The Court hereby dismisses the Amended Complaint (ECF No. 100) on the merits, with prejudice and, except as explicitly provided for in the Settlement Agreement, without costs.

21. The Court finds and confirms that the Settlement Fund is a "qualified settlement fund" as defined in Sections 1.468B-1 through 1.468B-5 of the Treasury Regulations.

22. The Settlement Administrator shall perform the duties and responsibilities set forth in the Settlement Agreement.

23. Cencora shall deposit \$32,500,000.00 into the Escrow Account within 20 days after the later of: (i) the Effective Date, or (ii) Cencora's receipt of Payment Instructions for such payment.

24. Disputes over the Settlement Administrator's determinations concerning the validity and sufficiency of Claim Forms shall be resolved by the Court, with no right of further appeal.



25. The Claims Period ended on \_\_\_\_\_, 2025, in accordance with the terms of the Settlement Agreement and this Court's Order granting Preliminary Approval (ECF No. \_\_\_\_).

26. All of the Released Claims of the Settlement Class Representatives and all Settlement Class Members against Cencora and the other Released Parties who did not submit a valid Request for Exclusion are hereby released and forever discharged as provided in the Agreement.

27. Settlement Class Representatives and all Settlement Class Members who did not submit a valid Request for Exclusion are hereby enjoined and finally and forever barred from asserting any of the Released Claims, including during the pendency of any appeal from this Final Approval Order and Judgment. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the Settlement.

28. The finality of this Final Approval Order and Judgment shall not be affected by any order entered regarding the Settlement Class Counsel's motion for an award of attorneys' fees and reimbursement of expenses or any order entered regarding the Service Awards to the Settlement Class Representatives, both of which shall be considered separate from this Final Approval Order and Judgment.

29. The Court shall retain continuing and exclusive jurisdiction over the Settlement Fund and the distribution of same to Settlement Class Members.

30. Without affecting the finality of this Final Approval Order and Judgment, and solely for purposes of this Settlement, the Defendants and each Settlement Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or

dispute arising out of or relating to the Settlement Agreement and/or the applicability, interpretation, administration, validity or enforcement of the Settlement Agreement.

31. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement, which are hereby approved and incorporated herein by reference.

32. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

33. This is the Final Approval Order and Judgment as defined in the Settlement Agreement. In the event that this Final Approval Order and Judgment is not otherwise final and appealable, pursuant to Federal Rule of Civil Procedure 54(b), the Court finds and directs that there is no just reason for delaying enforcement or appeal, and judgment should be entered.

IT IS SO ORDERED.

BY THE COURT:

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The Honorable Cynthia M. Rufe  
UNITED STATES DISTRICT JUDGE

# Exhibit C

***Cencora Data Security Incident Settlement***  
***(Anaya, et al. v. Cencora, Inc., et al., No. 24-cv-2961)***  
**United States District Court for the Eastern District of Pennsylvania**

**If your Personal Information was involved in the Data Security Incident  
involving  
Cencora or The Lash Group or their affiliates,  
you may be entitled to Benefits from a Settlement.**

*A United States Federal District Court has authorized this Long Form Notice ("Notice"). This is not a solicitation from a lawyer.*

*Please read this Notice carefully and completely.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A proposed Class Settlement arising out of a Data Security Incident has been reached with Cencora, Inc. and The Lash Group, LLC and their affiliates ("Cencora"). On or about February 27, 2024, Cencora filed a Form 8-K Report with the U.S. Securities and Exchange Commission publicly disclosing that it had learned that data from its information systems had been improperly accessed by unknown parties, some of which may contain Personal Information (the "Incident"). Following an investigation of the Incident, Cencora determined that certain Personal Information regarding individuals had been compromised. Cencora identified such individuals and provided notice to them as required by law or as otherwise appropriate under the circumstances. Personal Information may include names, addresses, dates of birth, Social Security Numbers, health and insurance information, financial information (including financial account information, compensation information, and payment information), transactional information of any sort, consumer profile information, racial or ethnic identity, political opinions, sexual orientation or identity, criminal history, IP addresses or other electronic identifiers, fingerprint or other biometric information, genetic information, trade union membership, and driver's license and passport information.
- The Settlement Class includes all individuals and other persons in the United States and its territories whose Personal Information was involved in the Incident, and who received 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; (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; and (3) Persons who properly execute and submit a valid Request for Exclusion prior to the expiration of the Exclusion Deadline.
- If you are a Class Member, you may be able to receive **ONE** of the following cash Settlement Benefits:

**Documented Loss Payment:** You may submit a timely and valid Claim Form and provide supporting Reasonable Documentation that you incurred losses or unreimbursed expenses on or after September 1, 2023 and up to the Claims Deadline, related to the Incident for up to \$5,000, subject to a cap of \$5,000,000 for all Documented Loss Payments; **OR**

**Cash Fund Payment:** Instead of selecting a Documented Loss Payment and providing Reasonable Documentation, you may choose to submit a Claim Form either through the Settlement Website or by mail to receive a cash payment with no documentation. The amount of your Cash Fund Payment depends on the number of Approved Claims for Cash Fund Payments and how much of the Settlement Fund remains after payment of Approved Claims for Documented Loss Payments, any Court-approved attorneys' Fee Award and Costs, Service Awards to the Class Representatives, reasonable escrow fees, taxes due on any interest earned by the Settlement Fund, and Administrative Expenses for notice and Settlement administration costs.

In the event you choose to submit a claim for a Documented Loss Payment, but your claim is incomplete or otherwise defective after being given an opportunity to correct the deficiencies, the Settlement Administrator will reject the claim and it will instead be considered as a claim for a Cash Fund Payment, provided you are a member of the Settlement Class.

- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>SUBMIT A CLAIM FORM ONLINE OR BY MAIL SUBMITTED OR POSTMARKED</b>	Submitting a timely and valid Claim Form is the only way that you can receive Settlement Benefits. If you submit a Claim Form, you will give up the right to sue Cencora and the Released Parties (including Cencora's affiliates, customers, and business partners) in a separate lawsuit about the Incident.
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**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX.**

BY: <b>MONTH DD, 20YY</b>	
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b> POSTMARKED BY: <b>MONTH DD, 20YY</b>	This is the only option that allows you to sue or continue to sue Cencora and the Released Parties for the Incident. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement. If you exclude yourself, you may not object to the Settlement or the request for Service Awards, attorneys' Fee Award and Costs.
<b>OBJECT TO THE SETTLEMENT</b> POSTMARKED BY: <b>MONTH DD, 20YY</b>	You may object to the Settlement by writing to both the Settlement Administrator and the Court to inform the Court why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Cencora and the Released Parties (including Cencora's affiliates, customers, and business partners) in a separate lawsuit about the Incident.
<b>GO TO THE "FINAL APPROVAL" HEARING</b> DATE: <b>MONTH DD, 20YY</b> AT <b>[TIME]</b> AM ET	You may attend the Final Approval Hearing where the Court will hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive a cash payment and you will give up your rights to sue Cencora and the Released Parties (including Cencora's affiliates, customers, and business partners) for the Incident.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. No Settlement Payments will be provided unless the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

### 1. Why did I get this Notice?

A Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The lawsuit is *Anaya, et al. v. Cencora, Inc., et al.*, No. 24-cv-2961, in the United States District Court for the Eastern District of Pennsylvania (the "Action"), before the Honorable Cynthia M. Rufe. The individuals who filed this Action are called the "Plaintiffs" and the entities they sued, Cencora, Inc. and The Lash Group, LLC are called the "Defendants" or "Cencora." The Plaintiffs and the Defendants agreed to this Settlement after extensive negotiations overseen by a mediator.

### 2. What is this Action about?

Plaintiffs filed this Action individually and on behalf of members of the Settlement Class whose Personal Information was accessed as a result of the Data Incident.

On or about February 27, 2024, Cencora disclosed that data from its information systems had been improperly accessed by unknown parties, some of which could contain Personal Information. Cencora identified individuals whose Personal Information had been compromised or potentially compromised and provided notice to them in 2024. Plaintiffs brought this Action against Defendants.

The Plaintiffs allege that Cencora failed to adequately protect their Personal Information and that they were injured as a result. Cencora denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Cencora denies these and all other legal claims made in the Action. By entering into the Settlement, Cencora is not admitting that it did anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called the class representatives sue on behalf of all people who have similar legal claims. Together, all these people are called a class. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves (opt-out) from the class.

**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX.**  
**This Settlement affects your legal rights even if you do nothing.**

#### 4. Why is there a Settlement?

The Class Representatives and Cencora do not agree about the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Cencora. Instead, the Class Representatives and Cencora have agreed to settle the Action. The Class Representatives and their lawyers believe the Settlement is best for all Class Members because of the benefits it makes available to Class Members and the considerable risks, delay, expense, and uncertainty associated with continuing the Action.

### WHO IS INCLUDED IN THE SETTLEMENT CLASS?

#### 5. How do I know if I am part of the Settlement?

The Settlement Class includes all individuals and other persons who reside in the United States and its territories whose Personal Information was involved in the Incident, and who received mailed notice of the Incident or substitute notice of the Incident through Cencora's website and/or a media press release ("Incident Notice") or who were on "Inquiry Notice" because of circumstances occurring on or after September 1, 2023 through the date of Preliminary Approval suggesting that an individual is aware of harm potentially arising from the unauthorized use of the individual's Personal Information, such as receipt of an unexpected explanation of benefits statement or a fraud alert from a bank, that upon inquiry, would have caused the individual to determine that the harm may have been caused by the Incident.

If you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

#### 6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes. 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. As discussed below in **Question 17**, persons who properly execute and submit a valid Request for Exclusion prior to the expiration of the Exclusion Deadline shall be excluded from the Settlement Class.

### THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU SUBMIT A VALID AND TIMELY CLAIM

#### 7. What is the total value of the Settlement?

The Settlement provides a \$40,000,000 Settlement Fund and enhanced data and information security measures taken by Cencora since the Incident. Any Court-approved attorneys' Fee Award and Costs, Service Awards to the Class Representatives, reasonable escrow fees, taxes due on any interest earned by the Settlement Fund, if necessary, and any Administrative Expenses for notice and Settlement administration costs will be paid out of the Settlement Fund, and the balance ("Post DL Net Settlement Fund") will be used to pay for the Settlement Benefits described below. Any costs associated with Cencora's enhanced security measures will be paid by Cencora separate from the Settlement Fund.

#### 8. What benefits does the Settlement provide?

If you are a Class Member and you submit a timely and valid Claim Form, you may be eligible to receive **one** of the following Settlement Benefits:

**Documented Loss Payment:** You may submit a timely and valid Claim Form for a Documented Loss Payment and provide supporting Reasonable Documentation that you incurred losses or unreimbursed expenses related to the Incident for up to \$5,000 per person, subject to a cap of \$5,000,000 for all Documented Loss Payments.

Examples of Reasonable Documentation include (but are not limited to): credit card statements, bank statements, insurance statements, invoices, telephone records, screen shots, and receipts. A claim for a Documented Loss Payment cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; you must provide supporting Reasonable Documentation.

You will not be reimbursed for expenses if you have already been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered by Cencora after the Incident.

**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX.**  
**This Settlement affects your legal rights even if you do nothing.**

If you file a claim for a Documented Loss Payment and don't submit Reasonable Documentation, or if your claim is deemed incomplete or invalid by the Settlement Administrator, and you do not cure your Claim Form, the Settlement Administrator will automatically treat and consider your claim as one for a Cash Fund Payment, provided you are a member of the Settlement Class.

In the event that the aggregate amount of all approved Documented Loss Payments exceeds \$5,000,000, then the Documented Loss Payment to be paid to each eligible Claimant shall be reduced, on a *pro rata* basis, such that the aggregate total of all Documented Loss Payments equals \$5,000,000.

**Cash Fund Payment:** Instead of submitting a Claim Form for a Documented Loss Payment, you may submit a Claim Form with no documentation to receive a Cash Fund Payment. The amount of each Claimant's Cash Fund Payment will be determined by the Settlement Administrator and will depend on the number of Class Members that participate in the Settlement and how much of the Settlement Fund remains after payment of Approved Claims for Documented Loss Payments, any Court-approved attorneys' Fee Award and Costs, Service Awards to the Class Representatives, reasonable escrow fees, taxes due on any interest earned by the Settlement Fund, and Administrative Expenses for notice and Settlement administration costs.

As stated in **Question 12**, you cannot submit a Claim Form for both a Cash Fund Payment and a Documented Loss Payment.

In addition, Cencora has taken certain remedial measures and enhanced security measures as a result of the Incident.

Please review **Question 9** carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the two (2) Settlement Benefit options is the best option for you.

## **9. How will Settlement Benefits be paid?**

Before determining which Settlement Benefit option is best for you, it is important for you to understand how Settlement payments will be made. Class Counsel will request an award of attorneys' fees up to a maximum of 33 1/3% of the \$40,000,000 Settlement Fund (\$13,333,333.33), reasonable costs and expenses incurred by Class Counsel up to \$300,000, Administrative Expenses for the costs of notice and Settlement administration, any applicable escrow fees and taxes, and Service Awards of up to \$1,500 to each of the twenty-eight (28) Class Representatives to be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than the amounts requested for Service Awards, attorneys' Fee Award and Costs. The remainder of the Settlement Fund will be distributed in the following order:

1. Approved Claims for Documented Loss Payments up to \$5,000 per Class Member will be paid first. If you submit a Claim Form for a Documented Loss Payment and don't submit qualifying Reasonable Documentation, or if your Claim Form is deemed incomplete or invalid by the Settlement Administrator, and you don't cure your Claim Form, the Settlement Administrator may automatically treat and consider your claim as a claim for a Cash Fund Payment. In the event that the aggregate amount of all Documented Loss Payments exceeds the total amount of \$5,000,000, then the Documented Loss Payment to be paid to each eligible Claimant shall be reduced, on a *pro rata* basis, such that the aggregate total of all Documented Loss Payments equals \$5,000,000.
2. The amount of the Settlement Fund remaining after paying Approved Claims for Documented Loss Payments, as well as any Court-approved attorneys' Fee Award and Costs, Service Awards to the Class Representatives, reasonable escrow fees, taxes due on any interest earned by the Settlement Fund, and Administrative Expenses for notice and Settlement administration costs, will be used to create a "Post DL Net Settlement Fund," which will be used to pay all timely and valid Cash Fund Payment claims. The amount of the Cash Fund Payments will be based on a division of the Post DL Net Settlement Fund among Class Members with Approved Claims for a Cash Fund Payment. However, California Class Members who submit Approved Claims for a Cash Fund Payment will receive twice the amount paid to non-California Class Members to account for their statutory damages claims under California law.

## **10. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?**

Unless you exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue the Released Parties (including Cencora's affiliates, customers, and business partners) about the Incident. The specific rights you are giving up are called "Released Claims."

**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX.**  
**This Settlement affects your legal rights even if you do nothing.**



**11. What are the Released Claims?**

Section 8 of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read that Section carefully. The Settlement Agreement is available at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com). Generally speaking, the Released Claims include all claims related to the Incident as more fully described in the Settlement Agreement. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

**HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM****12. How do I make a claim for Settlement Benefits?**

You must submit a timely and valid Claim Form for the Settlement Benefits described in **Question 8**. Your Claim Form must be submitted online at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by MONTH DD, 20YY**. You cannot submit Claim Forms for both a Cash Fund Payment and a Documented Loss Payment. Claim Forms are available on the Settlement Website at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or by calling **(XXX) XXX-XXXX** or by writing to:

Cencora Data Security Incident Settlement Administrator  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

The Settlement Administrator will review claims to determine their validity and will notify Claimants of deficiencies and provide an opportunity to cure them. If a Claimant disagrees with the decision made by the Settlement Administrator regarding their claim, they can then appeal to the Court, but there is no further right of appeal.

**13. What happens if my contact information changes after I submit a Claim Form?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling **(XXX) XXX-XXXX** or by writing to:

Cencora Data Security Incident Settlement Administrator  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

**14. When will I receive my Settlement Benefits?**

If you file a timely and Approved Claim Form, Settlement Benefits will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final after any appeal is concluded or the time for an appeal has expired.

The approval process may take time. Please be patient and check [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) for updates.

**THE LAWYERS REPRESENTING YOU****15. Do I have a lawyer in this case?**

Yes, the Court has appointed Shauna Itri of Seeger Weiss, PC, Erin Green Comite of Scott+Scott Attorneys at Law, LLP, Andrew W. Ferich of Ahdoot & Wolfson, PC, Jeannine Kenney of Hausfeld LLP, and Roberta D. Liebenberg of Fine, Kaplan, and Black, R.P.C. as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

**16. How will Class Counsel be paid?**

Class Counsel will file a motion asking the Court to award attorneys' fees up to 33 1/3% of the \$40 million Settlement Fund (\$13,333,333.33) and, separately, reimbursement of reasonably incurred litigation costs and expenses up to \$300,000. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$1,500 each for their efforts in achieving the

**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call **(XXX) XXX-XXXX**.  
This Settlement affects your legal rights even if you do nothing.**



Settlement. If awarded by the Court, the attorneys' Fee Award and Costs and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the attorneys' Fee Award and Costs and the Service Awards will be made available on the Settlement Website at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) on **MONTH DD, 20YY** [14 days prior to the Objection/Exclusion Deadline].

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and do not want to participate in the Settlement but instead want to keep any right you may have to individually sue or continue to sue Cencora and/or the Released Parties on your own about the Incident, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

#### 17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a written Request for Exclusion, which includes the following: the case name “*Anaya, et al. v. Cencora, Inc., et al.*, No. 24-cv-2961”; your name, address, and telephone number; any lawyer representing you; your signature; and a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in ‘*Anaya, et al. v. Cencora, Inc., et al.*, No. 24-2961.’” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to any aspect of the Settlement Agreement.

The Request for Exclusion must be **mailed** to the Settlement Administrator at the following address, and be **postmarked by MONTH DD, 20YY**:

Cencora Data Security Incident Settlement Administrator  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

**You cannot opt-out (exclude yourself) electronically or by telephone or email.**

Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

#### 18. If I exclude myself, can I still get anything from the Settlement?

No. If you timely opt-out, you will not be entitled to receive Settlement Benefits, but you will not be bound by the Settlement or any judgment in this Action. You can only get Settlement Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

#### 19. If I do not exclude myself, can I sue Cencora for the same thing later?

No. Unless you timely opt-out, you give up any right to individually sue Cencora or any of the other Released Parties (including Cencora's affiliates, customers, and business partners) for the Incident. You must opt-out of this Action to start or continue with your own lawsuit against Cencora or any of the other Released Parties (including Cencora's affiliates, customers, and business partners) concerning the Incident. If you have a pending lawsuit about the Incident, speak to your lawyer in that case immediately.

### IF YOU WANT TO OBJECT TO THE SETTLEMENT

#### 20. How do I tell the Court that I do not like the Settlement?

If you are a Class Member who did not opt out, you can tell the Court you object to all or any part of the Settlement, Service Awards, and/or the attorneys' Fee Award and Costs.

Your written objection and supporting papers must clearly:

- (a) identify the case name and number (*Anaya, et al. v. Cencora, et al.*, No. 24-2961);
- (b) state your full name, current mailing address, and telephone number;
- (c) contain a statement by you that you believe you are a member of the Settlement Class;
- (d) include proof that you are a member of the Settlement Class (e.g., a copy of the Summary Notice or a copy of the original notice of the Incident or the Unique Notice ID number provided on your Summary Notice);

**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX.**  
**This Settlement affects your legal rights even if you do nothing.**

- (e) identify the specific factual or legal grounds for the objection;
- (f) identify whether the objection is an objection to the Settlement in part or in whole;
- (g) state whether the objection applies only to you, a subset of the Settlement Class, or the entire Settlement Class;
- (h) identify all counsel representing you, if any;
- (i) include all documents that you desire the Court to consider;
- (j) contain a statement regarding whether you (or counsel of your choosing) intend to appear at the Final Approval Hearing; and
- (k) contain your signature or the signature of your duly authorized attorney or representative.

All objections, together with any briefs or other materials you wish the Court to consider, must be (1) mailed to the Settlement Administrator at the following address, and be **postmarked by MONTH DD, 20YY**: Cencora Data Security Incident Settlement Administrator, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391, and (2) filed with the Court either by mailing them to: Clerk of Court, United States District Court for the Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, or by filing them in person at the Clerk's Office in the Courthouse, electronically through the Court's electronic filing system, or through an attorney. All objections must be filed or **postmarked on or before MONTH DD, 20YY**. Any Class Member who does not submit their objections **by MONTH DD, 20YY** and in the manner set forth above shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

#### **21. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' Fee Award and Costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement or obtain any money from the Settlement. You cannot both object and request exclusion.

### **THE FINAL APPROVAL HEARING**

#### **22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m. ET** before the Honorable Cynthia M. Rufe of the United States District Court for the Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 12-A.

The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. You should check the Settlement Website at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) to confirm whether the date and time of the Final Approval Hearing has changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for an attorneys' Fee Award and Costs, and the Service Awards to the Class Representatives. If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the Final Approval Hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

#### **23. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit an objection, you may, but do not have to, come to the Final Approval Hearing to talk about it. As long as you submit your written objection on time to both the Settlement Administrator and the Court, the Court will consider it.

#### **24. May I speak at the Final Approval Hearing?**

Yes, as long as you do not exclude yourself (opt-out) and you submit a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX.**  
**This Settlement affects your legal rights even if you do nothing.**

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all the procedures for objecting to the Settlement listed in **Question 20** above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

### **IF YOU DO NOTHING**

**25. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will not receive Settlement Benefits, and you will give up rights explained in the “Excluding Yourself from the Settlement” section of this Notice, including your right to start a lawsuit or continue with a lawsuit against Cencora and the other Released Parties (including Cencora’s affiliates, customers, and business partners) about the Incident.

### **GETTING MORE INFORMATION**

**26. How do I get more information?**

*This Notice summarizes the proposed Settlement.* For more details about the Settlement, please see the Settlement Agreement and other related documents available at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com), by calling toll-free (XXX) XXX-XXXX, by contacting Class Counsel, or by visiting the Clerk’s Office, United States District Court for the Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may also contact the Settlement Administrator at:

Cencora Data Security Incident Settlement Administrator  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE’S CHAMBERS TO INQUIRE  
ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**Questions? Go to [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or call (XXX) XXX-XXXX.  
This Settlement affects your legal rights even if you do nothing.**

# Exhibit D

**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.

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**[PROPOSED] 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 Agreement<sup>1</sup> with Plaintiffs, individually and on behalf of the Settlement Class,

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<sup>1</sup> 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, 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; and

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").

NOW, THEREFORE, THIS \_\_\_\_ DAY OF \_\_\_\_, 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](http://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 this 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 this 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 \_\_\_\_\_, 2026 at \_\_\_\_ a.m./p.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:

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The Honorable Cynthia M. Rufe  
UNITED STATES DISTRICT JUDGE

# Exhibit E



**Court Approved Legal Notice**

Anaya, et al. v. Cencora, Inc., et al.,  
No. 24-cv-2961 (E.D. Pa.)

*A Federal District Court has  
authorized this Summary Notice  
("Notice").*

*This is not a solicitation from a  
lawyer.*

**www.CencoraIncidentSettlement.com**

**(XXX) XXX-XXXX**

**More Information:** Complete  
information about your rights and  
options, as well as the Claim Form, the  
Long Form Notice, and Settlement  
Agreement are available at

**www.CencoraIncidentSettlement.com**

or by calling toll-free

**(XXX) XXX-XXXX.**

Cencora Data Security Incident Settlement Administrator  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

**«ScanString»**

Postal Service: Please do not mark barcode

**Unique Notice ID:** «Notice ID»

**Confirmation Code:** «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

UNIQUE NOTICE ID: «NOTICE ID

NAME: «NAME

ADDRESS: «ADDRESS

CENCORA DATA SECURITY INCIDENTSETTLEMENT CLAIM FORM

«barcode»

**1. Cash Fund Payment**

☐ Check this box if you wish to receive a Cash Fund Payment. You may submit a claim for a Cash Fund Payment using this tear off postcard **only if you received a Unique Notice ID Number**. If you wish to submit a claim for a Cash Fund Payment and **did not** receive a Unique Notice ID Number, or if you wish to submit a claim for reimbursement for Documented Losses, please visit **www.CencoraIncidentSettlement.com** to download the Claim Form. You **cannot** submit claims for both a Cash Fund Payment **and** a Documented Loss Payment.

**2. Unique Notice ID Number provided on mailed Class Settlement Notice**

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**3. Select one of the following payment methods:**

☐ PayPal    ☐ Venmo    ☐ Zelle    ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo, or Zelle account:

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A proposed \$40 million Class Settlement arising out of a data security incident has been reached with Cencora, Inc. and The Lash Group, LLC (“Cencora”). On February 27, 2024, Cencora disclosed that data from its information systems had been improperly accessed by unknown parties, some of which could contain Personal Information (the “Incident”). The full list of Personal Information is available at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com).

**Who Is Included in the Class?** The Class includes all individuals or other persons in the U.S. and its territories whose Personal Information was involved in the Incident, and who received mailed Notice of the Data Security Incident or who received substitute notice of the Incident on Cencora’s website and/or in a media press release, or who were on Inquiry Notice of the Incident because of an awareness of harm potentially arising from the unauthorized use of Personal Information.

**What Does the Settlement Provide?** The Settlement establishes a \$40 million Settlement Fund to pay (1) Approved Claims for Documented Loss or Cash Fund Payments; (2) Administrative Expenses, taxes, and reasonable escrow fees; and (3) Court-approved Class Representative Service Awards (up to \$1,500 each), attorneys’ Fee Award (up to 33 1/3% of the Settlement Fund) (\$13,333,333.33), and Costs (up to \$300,000). Cencora also has undertaken security commitments to strengthen its information security. Claimants may select **ONE** of the following cash Settlement Benefits:

- **Documented Loss Payment** – reimbursement for certain documented losses, i.e., money spent or fees incurred that are more likely than not related to the Cencora Incident, up to \$5,000, subject to a cap of \$5,000,000 for all Documented Loss Payments on or after September 1, 2023 and the Claims Deadline [date]; **OR**
- **Cash Fund Payment** – a cash payment, in an amount to be determined consistent with the Settlement. The amount of your Cash Fund Payment depends on the number of Approved Claims and how much of the Settlement Fund remains after payment of Approved Claims for Documented Loss Payments, Administrative Expenses, taxes, escrow fees, Service Awards, and attorneys’ Fee Award and Costs.

**How To Get Benefits:** You must complete and submit a Claim Form either online at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or by mail **postmarked no later than MONTH DD, 20YY**. For a Cash Fund Payment, you may complete and submit the attached Claim Form. For a Documented Loss Payment, you may complete the Claim Form online or download it from the Settlement Website, call (XXX) XXX-XXXX or write to the Settlement Administrator. Paper Claim Forms must be submitted by mail and **postmarked by MONTH DD, 20YY**.

**Your Other Options:** If you do not want to be legally bound by the Settlement, you must exclude yourself by **MONTH DD, 20YY**. If you do not exclude yourself, you will release any claims you may have against Cencora or the Released Parties (as defined in the Settlement Agreement) related to the Cencora Incident, as more fully described on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by **MONTH DD, 20YY**. Instructions for excluding yourself or objecting are available on the Settlement Website.

**The Final Approval Hearing:** The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m. ET** before the Honorable Cynthia M. Rufe of the United States District Court for the Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106,

Courtroom 12-A, to consider whether to approve the Settlement, Service Awards, attorneys' Fee Award and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. Please check the Settlement Website at **[www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com)** for updates concerning the Settlement and the Final Approval Hearing or to change your address.

Business  
Reply Mail

Cencora Data Security Incident Settlement Administrator  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

# Exhibit F

CONSHOHOCKEN, Pa.--(BUSINESS WIRE)-- A proposed Class Settlement arising out of a Data Security Incident has been reached with The Lash Group, LLC ("The Lash Group"). In the Data Security Incident, data from The Lash Group's information systems was improperly accessed by unknown parties, some of which could contain Personal Information. The Lash Group's parent company, Cencora, Inc., disclosed the Incident on February 27, 2024. Following an investigation, The Lash Group assisted its business partners and affiliates in providing notice of the Data Security Incident to individuals as required by law or as otherwise appropriate.

The Settlement Class includes all individuals and other persons who reside in the United States and its territories whose Personal Information was involved in the Data Security Incident, to whom The Lash Group provided either mailed notice or substitute notice through website and/or media press release ("Incident Notice") or who were on "Inquiry Notice" because of circumstances occurring on or after September 1, 2023 suggesting that an individual is aware of harm potentially arising from the unauthorized use of the individual's Personal Information, such as receipt of an unexpected explanation of benefits statement or a fraud alert from a bank, that upon inquiry, would have caused the individual to determine that the harm may have been caused by the Data Security Incident.

The Settlement establishes a \$40 million Settlement Fund to pay (1) Approved Claims for Documented Loss or Cash Fund Payments; (2) Administrative Expenses, taxes, and reasonable escrow fees; and (3) Court-approved Class Representative Service Awards to the named Plaintiffs who brought the litigation (up to \$1,500 each), Attorneys' Fees (up to 33 1/3% of the Settlement Fund), and Costs (up to \$300,000). The Lash Group also has undertaken security commitments to strengthen its information security. Claimants may select ONE of the following cash Settlement Benefits:

- Documented Loss Payment – reimbursement for certain documented losses, i.e., money spent or fees incurred that are more likely than not related to the Data Security Incident, up to \$5,000, subject to a cap of \$5,000,000 for all Documented Loss Payments; OR
- Cash Fund Payment – a cash payment, in an amount to be determined consistent with the Settlement. The amount of any Cash Fund Payment depends on the number of valid claims and how much of the Settlement Fund remains after payment of valid claims for Documented Loss Payments, Administrative Expenses, taxes, escrow fees, Service Awards, and Attorneys' Fees and Costs.

To get settlement benefits, Class Members must complete and submit a Claim Form online at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) or by mail postmarked no later than **MONTH DD, 20YY**.

Class Members who do not want to be legally bound by the Settlement may exclude themselves by **MONTH DD, 20YY**. Class Members who do not exclude themselves will release any claims they may have against The Lash Group or the Released Parties (as defined in the Settlement Agreement) related to the Data Security Incident, as more fully described on the Settlement Website. Class Members who do not exclude themselves may object to the Settlement by **MONTH DD, 20YY**. Instructions for excluding oneself or objecting are available on the Settlement Website.

The Court will hold a Final Approval Hearing on MONTH DD, 20YY, at X:XX a.m./p.m. before the Honorable Cynthia M. Rufe of the United States District Court for the Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, Courtroom 12-A, to consider: whether to approve the Settlement, Service Awards, Attorneys' Fees and Costs, as well as any objections. Class Members or their attorneys may request to appear at the hearing, but are not required to do so.

Potential Class Members can visit the Settlement Website at [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com) for information and updates concerning the Settlement and to submit claims.

Contacts

Kroll Media Contact

XXX

XXX.XXX.XXX

XX@kroll.com

# **EXHIBIT 3**



**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,

Plaintiffs,

v.

CENCORA, INC., *et al.*,

Defendants.

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

**JOINT DECLARATION OF PROPOSED SETTLEMENT CLASS COUNSEL IN  
SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

The undersigned proposed Settlement Class Counsel (hereinafter, “Settlement Class Counsel”) submit this Joint Declaration in Support of Plaintiffs’ Motion for Preliminary Approval of Class Settlement Agreement and Release (“Motion”). Settlement Class Counsel hereby declare as follows:

1. The statements in this Declaration are made to the best of our knowledge, information, and belief and in our role as Settlement Class Counsel. If called upon to testify, we could and would testify competently as to the truth of the matters stated herein.<sup>1</sup>

2. Plaintiffs and Defendants Cencora, Inc. and The Lash Group, LLC (collectively, “Cencora”), have agreed to settle this class action litigation on a nationwide class basis.

3. Attached to the Motion as Exhibit “2” is a true and correct copy of the Class Action Settlement Agreement and Release (“Settlement Agreement” or “SA”) entered into by Plaintiffs and Cencora (collectively, the “Parties”). Attached to the Settlement Agreement are the proposed Claim Form (Exhibit A), Final Approval Order and Judgment (Exhibit B), Long Form Notice (Exhibit C), proposed Preliminary Approval Order (Exhibit D), which has also been separately filed with the Court, Summary Notice (Exhibit E), and a press release (Exhibit F).

4. The firm resumes of Settlement Class Counsel, experienced in data breach cases, were previously submitted to the Court. *See* ECF Nos. 61-1 to 61-5.

## **I. FACTUAL BACKGROUND**

### **A. The Litigation**

5. Plaintiffs alleged, and through confirmatory discovery Class Counsel have verified, that Plaintiffs and at least 11.6 million other persons who entrusted Cencora with certain Personal Information were impacted by the Incident. ECF No. 100 ¶¶ 5-7.

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement, and all ECF citations are to the docket in this action.

6. Plaintiffs each received a notice of the Incident from Cencora. *See, e.g., id.* ¶¶ 28-29, 44-45, 57-58.

7. Beginning on May 24, 2024, Plaintiffs and others impacted by the Incident filed separate but related proposed class action complaints in this District against Cencora and certain pharmaceutical companies—the owners of the data—on whose behalf Cencora collected and stored data (the “Drug Companies”), seeking to remedy harms arising from the Incident. *See, e.g., Johnson v. Cencora, Inc., et al.*, No. 24-cv-2227 (E.D. Pa.); *Pettiford v. Cencora, Inc., et al.*, No. 24-cv-2228 (E.D. Pa.); *Stoneburner v. Cencora, Inc., et al.*, No. 24-cv-2236 (E.D. Pa.). On August 7, 2024, the Court consolidated the related actions in *Anaya, et al. v. Cencora, Inc., et al.*, No. 24-cv-2961 (the “Action”). ECF No. 10 at 12-13.

8. On September 30, 2024, pursuant to Rule 23(g), the Court appointed Jeannine M. Kenney of Hausfeld LLP, Erin Green Comite of Scott+Scott Attorneys at Law, LLP, Andrew W. Ferich of Ahdoot & Wolfson, PC, and Shauna Itri of Seeger Weiss LLP as Plaintiffs’ Interim Co-Lead Counsel, and Roberta D. Liebenberg of Fine, Kaplan and Black R.P.C. as Interim Liaison Counsel for Plaintiffs, and later appointed these same counsel as Plaintiffs’ Co-Lead Counsel and Liaison Counsel, respectively. ECF Nos. 75, 88. These same counsel now seek appointment as Settlement Class Counsel for the proposed Settlement Class.

9. The proposed Settlement is the product of significant investigation of Plaintiffs’ and Class Members’ claims. Class Counsel vigorously litigated this Action. They conducted extensive and lengthy interviews of Plaintiffs, reviewed Plaintiffs’ documentation, and analyzed the applicable laws of Pennsylvania and other jurisdictions regarding breaches of Class Members’ Personal Information. Settlement Class Counsel participated in a series of Rule 26(f) conferences with Cencora and negotiated a proposed Case Management Plan. ECF Nos. 81, 82. They engaged

in a series of lengthy and hard-fought negotiations with Cencora to develop a Stipulated Protective Order and Electronically Stored Information Protocol. ECF Nos. 89, 95.

10. On January 8, 2025, after weeks of negotiating case management deadlines, the Parties filed a Joint Motion for Entry of a Further Case Management Order and accompanying Memorandum, seeking the Court's intervention to resolve the Parties' disputes over the start date of fact discovery and the deadline to amend or add parties, which the Court decided. ECF Nos. 92, 96.

11. On February 12, 2025, after months of hard-fought and contentious negotiations, Plaintiffs stipulated to dismissal without prejudice of the Drug Companies that were named as defendants in the consolidated cases, which the Court approved. ECF Nos. 97, 99. Plaintiffs also negotiated tolling agreements with the Drug Companies.

12. On February 25, 2025, Plaintiffs filed a Consolidated Class Action Complaint ("Complaint"), alleging that Cencora breached its duty of care to the members of the proposed classes, resulting in the Incident and the compromise of Class Members' Personal Information. It asserts claims for negligence, breach of fiduciary duty, unjust enrichment, and declaratory relief on behalf of Plaintiffs and the nationwide class, and violations of privacy, data security, and other consumer protection laws on behalf of sixteen state subclasses. ECF No. 100. The Complaint seeks monetary damages and declaratory and injunctive relief. *Id.*

13. On March 13, 2025, Plaintiffs served Cencora with Plaintiffs' First Set of Requests for Production of Documents.

#### **B. Settlement Negotiations and the Mediation**

14. After significant efforts to meet and confer about the stipulation to dismiss the Drug Companies while simultaneously litigating the Action, the Parties agreed to try to settle the Action through mediation. They selected retired Magistrate Judge Diane M. Welsh (Ret.) of JAMS, an

experienced mediator who has helped parties resolve many complex class actions, including many arising from data breaches.

15. In preparation for the scheduled mediation, the Parties requested, exchanged and reviewed extensive documents and information related to the Action. The Parties also prepared for mediation by laying out their respective positions in the litigation—including with respect to the merits, class certification, damages, and settlement—in detailed mediation statements that they exchanged with each other and provided to the mediator. In the weeks prior to the mediation, the Parties maintained an open dialogue concerning a potential settlement.

16. On April 15, 2025, the Parties engaged in an all-day, in-person mediation session with Judge Welsh that took place from 10:00 a.m. until approximately 9:00 p.m. The mediation was hard-fought and productive, involving multiple meetings among the Parties as well as a considerable number of separate meetings with the mediator. With the assistance of Judge Welsh, and through good faith arm's-length negotiations, the Parties reached an agreement in principle to settle this matter. In reaching this Settlement, Class Counsel considered the considerable risks, uncertainties, costs, and delays of continued litigation.

17. On April 21, 2025, after being advised that a settlement in principle was achieved, the Court entered the Parties' stipulation to stay the case management deadlines in the Action. ECF No. 105. Thereafter, the Parties sought extensions of time to file Plaintiffs' Motion for Preliminary Approval, which the Court granted. ECF Nos. 110, 115.

18. In the nearly three months following the mediation session, the Parties spent considerable time and effort negotiating the specific terms of the Settlement and drafting a comprehensive Class Action Settlement Agreement and Release and related documents and securing the cost-efficient services of a skilled settlement administrator through competitive

bidding. The Settlement Agreement and exhibits thereto contain all agreements and understandings between the Parties, and there are no “side agreements” outside of the Settlement Agreement.

## II. THE PROPOSED SETTLEMENT

### A. The Settlement Benefits

19. Under the Settlement, Cencora will pay \$40,000,000 into a non-reversionary common fund, which will be used to pay Approved Claims for Settlement Benefits, Administrative Expenses, an Attorneys’ Fee Award and Costs, Class Representative Service Awards, and any applicable taxes, escrow fees, and mediator fees. SA ¶¶ 2.49, 4.2-4.5. The Parties have selected Huntington Bank as the Escrow Agent to receive, hold, invest, and disburse the Settlement Fund, as further set forth in the Agreement and a mutually agreed upon escrow agreement to be entered into by the Parties and Huntington Bank. *Id.* ¶ 2.21.

20. Participating Class Members can file claims for either reimbursement of their Documented Losses up to \$5,000 (a Documented Loss Payment claim) or a share of the Net Settlement Fund (a Cash Fund Payment claim), up to a cap of \$5,000,000 for total Documented Loss Payments. *Id.* ¶¶ 2.46, 4.7.a, b, g.

21. **Documented Loss Payments:** Class Members who have incurred monetary losses that are more likely than not a result of the Incident may submit a Documented Loss Payment claim seeking up to \$5,000 for the reimbursement of such losses. *Id.* ¶¶ 2.46, 4.7.a. Documented Losses must be supported by Reasonable Documentation demonstrating that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Incident and were incurred between September 1, 2023, and the Claims Deadline. *Id.* ¶ 4.7.a. If the Settlement Administrator rejects the Documented Loss Claim as deficient and the Class Member does not timely cure the defect, the claim for a Documented Loss Payment will

be considered a claim for a Cash Fund Payment, provided the claimant is a member of the Settlement Class. *Id.* ¶ 4.7.a, e.<sup>2</sup>

22. **Cash Fund Payments:** In lieu of a claim for a Documented Loss Payment, Class Members may submit a claim for a Cash Fund Payment. *Id.* ¶ 4.7.b, g. The Settlement Administrator will calculate payments to Cash Fund Payment claimants as follows:

- a. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied is the “Post DL Net Settlement Fund.”
- b. The Settlement Administrator shall divide the Post DL Net Settlement Fund by double the number of valid claims submitted by California residents added to the number of valid claims submitted by non-California residents to determine an “Initial Cash Amount” (*i.e.*, Initial Cash Amount = Post DL Net Settlement Fund / ((2 X the total number of Approved Claims submitted by California residents) + (the total number of Approved Claims submitted by non-California residents))).
- c. The Cash Fund Payment amount to non-California residents with Approved Claims will be equal to the Initial Cash Amount, and the Cash Fund Payment amount to California residents with Approved Claims will equal twice the amount of the Initial Cash Amount.

*Id.* ¶ 4.7.g.

23. **Data Security Commitments and Business Practice Changes:** In addition to paying \$40 million in cash, Cencora agreed to adopt, maintain, and/or implement enhanced data and information security measures, at its expense, that are designed to strengthen Cencora’s information security. *Id.* ¶ 4.1. The Settlement Agreement allows Cencora to replace these security measures with equivalent or more robust security measures (such as with more advanced technology and capabilities that become available or to better address assessed security risks to its

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<sup>2</sup> If the aggregate amount of all valid Documented Loss Payment claims equals \$5,000,000 or less, each Documented Loss Payment will be equal to the approved documented losses up to \$5,000. SA ¶ 4.7.g.ii. If the aggregate amount of all Documented Loss Payments exceeds the total amount of \$5,000,000, then the value of the Documented Loss Payment to be paid to each Class Member shall be reduced, on a *pro rata* basis, such that the aggregate total of all Documented Loss Payments equals \$5,000,000. *Id.* ¶ 4.7.g.iii.

information systems). *Id.* These security enhancements directly benefit every Settlement Class Member irrespective of whether they file a Claim Form.

24. The Settlement creates a straightforward procedure for Class Members to submit a Claim Form. *Id.* ¶¶ 2.10, 4.7, and Ex. A. It also provides for effective Direct Notice to Class Members via U.S. mail, which is how most Class Members received notice of the Incident, based on Class Member contact information provided to the Settlement Administrator by Cencora, supplemented by posting the Long Form Notice on the Settlement Website, Publication Notice via press release that also will be posted on Cencora-affiliated websites, and additional means as may become necessary. *Id.* ¶¶ 5.2–5.6 & Exs. C, E-F.

#### **B. The Proposed Settlement Class**

25. The proposed Settlement Class is defined as:

[A]ll 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.

*Id.* ¶ 2.47.

#### **C. The Releases**

26. In exchange for the Settlement Benefits provided under the Settlement Agreement, Class Members will release any and all claims arising from the Incident (*i.e.*, the Released Claims) against Cencora and the other Released Parties as set forth in the Settlement Agreement. *Id.* ¶¶



2.40, 2.41, 8.1. The release is tailored to cover the claims that were asserted or that could have been asserted by Class Members related to the Incident. *Id.* ¶¶ 2.40, 8.1.

27. In addition, Cencora agrees not to sue Settlement Class Members for any claims relating to the institution, maintenance, or prosecution of the Released Claims. *Id.* ¶ 8.2.

#### **D. Claims Process and Administration**

28. The timing of the claims process is structured to ensure that all Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to participate, opt-out, object, or do nothing. *Id.* ¶¶ 2.9-2.11, 2.22, 2.34.

29. Class Members will have 120 days after the Notice is initially issued to complete and submit their Claim Form to the Settlement Administrator, either by mail or online. *Id.* ¶¶ 2.9-2.11, 4.7.d. The Claim Form is written in plain English. *Id.* at Ex. A (Claim Form). Class Members will be given the option of receiving payment in the form of a digital payment, such as Venmo or PayPal, or physical check. *Id.* ¶ 4.7.c.

30. The Settlement Administrator will be responsible for reviewing the Claim Forms and determining if they are timely, complete and valid. *Id.* ¶ 4.7.e. Should a claim be incomplete or defective, the Settlement Administrator will promptly notify the Claimant of the deficiencies and give the Claimant 20 days to cure the defect(s). *Id.*

#### **E. Requests for Exclusion and Objections**

31. Class Members will have 90 days from the Notice Date to object to the Settlement or to submit a Request for Exclusion from the Settlement. *Id.* ¶¶ 2.22, 2.34, 5.11, 5.13. This gives Class Members sufficient time to access and review the Settlement documents.

32. To submit a valid Request for Exclusion from the Settlement, Class Members must comply with the requirements of the Settlement Agreement by the Exclusion Deadline. *Id.* ¶ 5.11.

Any Class Member who validly requests exclusion shall not: (i) be bound by any orders or Judgment entered in the Action; (ii) be entitled to relief under the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Agreement. *Id.*

33. Any Class Member who wishes to object to the Settlement or the Fee Petition must submit a written notice of the objection by the Objection Deadline, which is also 90 days following the Notice Date. *Id.* ¶ 5.13. Objections must comply with the Settlement Agreement's requirements. *Id.* Any Class Members who do not make timely objections in the manner prescribed by the Settlement Agreement waive their objections and are forever barred from raising their objections to the Settlement or the Fee Petition in this or any other action or proceeding, absent further order of the Court. *Id.*

#### **F. Residual Settlement Funds**

34. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all Settlement Payments to Class Members, a subsequent Settlement Payment may be made, if practicable, to all Class Members with Approved Claims who cashed or deposited the initial payment they received. *Id.* ¶ 4.7.i.

35. Should any remaining amount of the Net Settlement Fund be economically undistributable or should second-distribution funds remain in the Settlement Fund after an additional 180 days, the Parties shall meet and confer regarding the appropriate disposition of any such funds, with the proposed distribution to be presented to the Court for approval. *Id.*

36. No Settlement funds will revert back to Cencora. *Id.* ¶ 4.7.k.

#### **G. Proposed Class Representatives' Service Awards**

37. As set forth in Section 9.1(a) of the Settlement Agreement, Settlement Class Counsel will ask the Court to approve Service Awards of \$1,500 to each Class Representative, to be paid from the Settlement Fund. They have been dedicated and active participants on behalf of

the Class they seek to represent. They assisted Class Counsel's investigation, participated in multiple interviews, and provided supporting documentation and personal information throughout the process. The Class Representatives reviewed the complaints and the terms of the Settlement and communicated with their counsel regarding the Settlement. Class Counsel kept in close contact with the Class Representatives during the litigation through numerous emails and personal telephone calls. The Class Representatives have been vital in litigating this matter, have been personally involved in the case, and support the Settlement. They sacrificed more of their privacy for the sake of the Class, and the recovery would not have been possible if they had not done so.

**H. Settlement Class Counsel's Motion for Attorneys' Fees Award and Reimbursement of Costs**

38. As set forth in Section 9.2(a) of the Settlement Agreement, Settlement Class Counsel will petition the Court for an award of reasonable attorneys' fees in an amount not to exceed 33-1/3% of the Settlement Fund, along with reimbursement of litigation expenses, to be paid from the Settlement Fund. Settlement Class Counsel have undertaken this litigation on a wholly contingent basis. Settlement Class Counsel devoted significant time and financial resources to the litigation despite the uncertainty of withstanding potential motions to dismiss, obtaining and maintaining class certification, and ultimately prevailing on the merits, including establishing Article III standing and damages. Settlement Class Counsel have vigorously litigated the Action and have devoted substantial time, effort, and resources on behalf of the Class.

39. Settlement Class Counsel will file a motion for an award of attorneys' fees and reimbursement of litigation costs and expenses (*i.e.*, the Fee Award and Costs) no later than 14 days prior to the Exclusion/Objection Deadline. *Id.* ¶¶ 2.23, 9.2.a.

40. The Parties did not discuss or reach agreement on the amount of the fee award to be sought by Settlement Class Counsel. *Id.* ¶ 9.2.b; Declaration of Hon. Diane M. Welsh (“Welsh Decl.”) ¶ 10.

41. Settlement Class Counsel have vigorously represented Plaintiffs’ and Class Members’ interests at all times since the inception of this litigation. For the same reasons that their appointment was appropriate when the Court granted the Rule 23(g) motion (ECF Nos. 75, 88), it is appropriate now to appoint Settlement Class Counsel for Settlement purposes, as they meet all the Fed. R. Civ. P. 23(g)(1)(A) criteria.

### **I. The Notice Plan**

42. The Parties have selected Kroll Settlement Administration LLC (“Kroll”) as the Settlement Administrator. SA ¶ 2.45. Plaintiffs selected Kroll after a competitive bidding process, and Cencora agreed with this selection. Kroll is a nationally recognized settlement administration company that has handled dozens of similar data breach settlements across the country, as set forth in the Declaration of Christie K. Reed (“Kroll Decl.”). Through conferral with Kroll, the Parties drafted the Claim Form and Notice documents. The Settlement Administrator will take appropriate steps to ensure that Notice reaches the Settlement Class consistent with due process. SA ¶¶ 5.2-5.5; Kroll Decl. ¶¶ 7-11, 13, 15-24.

43. The Notice Plan provides for mailing of the Summary Notice to Class Members based on Class Member contact information provided to the Settlement Administrator by Cencora. SA ¶¶ 2.52, 5.3, 5.4 & Ex. E. Summary Notice also will be disseminated by email. Kroll Decl. ¶¶ 8, 13, 15. The Parties are working with Kroll to finalize the language and form of email notice in order to implement the email campaign. *Id.* ¶ 15.

44. The Settlement Administrator will enhance Direct Notice with a Long Form Notice to be posted on the Settlement Website, as well as a press release distributed nationally via

BusinessWire and posted on Cencora-affiliated websites. *Id.* ¶ 5.5 & Ex. F; Kroll Decl. ¶¶ 9, 13, 21, 23-24.

45. The Settlement Administrator will establish, maintain, and periodically update a dedicated Settlement Website. SA ¶ 5.9; Kroll Decl. ¶ 24. The Settlement Website will provide: information about how to submit Claim Forms (including submitting Claim Forms electronically through the Settlement Website); answers to frequently asked questions; and relevant documents will be posted for Class Members' review, including the Long Form Notice, the Claim Form, the Settlement Agreement, the Preliminary Approval Order entered by the Court, the operative Complaint in the Settlement Action, Settlement Class Counsel's motion for a Fee Award and Costs, and the Motion for Final Approval. Kroll Decl. ¶ 24. The Settlement Website's URL landing page will notify the Settlement Class of the date, time, and place of the Final Approval Hearing and the Claims Deadline, Exclusion Deadline, and Objection Deadline. *Id.*

46. The Settlement Administrator will also establish a toll-free help line so Class Members can obtain additional Settlement information and will post the Settlement Administrator's telephone number, email address, and mailing address on the Notices and Settlement Website. *Id.* ¶ 25.

47. The Notices and Settlement Website describe the terms of the Settlement, including requests for \$1,500 service awards for the Class Representatives and that Settlement Class Counsel will apply for an award of attorneys' fees up to one-third of the Settlement Fund and reimbursement of expenses not to exceed \$300,000, inform Class Members about their right to object to the Settlement or opt-out (and how to do so); provide the date, time, and place of the Final Approval Hearing and the procedures for appearing at the hearing; and provide contact information for Settlement Class Counsel and the Settlement Administrator. *Id.* ¶ 24; SA Exs. C

and E. The Notices and Settlement Website inform Class Members of the deadlines for objecting to the Settlement and excluding themselves from the Class. *Id.*

48. Accordingly, Settlement Class Counsel believe the Notice Plan represents the best notice practicable under the circumstances and meets Due Process and Rule 23 requirements.

49. Cencora will 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. SA ¶ 5.15.

**J. Proposed Settlement Class Counsel's Support for the Settlement**

50. As set forth at greater length in the Motion for Preliminary Approval, the Settlement is an excellent result for the Settlement Class and is comparable or superior to other approved data breach settlements of this magnitude. Highly experienced counsel negotiated the proposed Settlement in good faith and at arm's-length with the assistance of a skilled mediator, Judge Welsh of JAMS. Given the substantial risks faced by Plaintiffs on the merits, class certification, and in proving liability and damages, the Settlement represents an outstanding result for the Settlement Class and easily satisfies Rule 23's requirement that it be fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2). The Settlement provides Class Members with substantial and timely relief, and avoids the considerable risks, delays, and burdens inherent in class action litigation.

51. For the reasons set forth in the Motion for Preliminary Approval, Settlement Class Counsel respectfully request that the Court enter the proposed order, attached as Exhibit D to the Settlement Agreement, which, among other things, preliminarily approves the Settlement, conditionally certifies the Settlement Class for settlement purposes only, approves the proposed Notice Plan and procedures for claims, opt-outs, and objections, approves the appointments of the Settlement Administrator and Escrow Agent, and schedules a Final Approval Hearing pursuant to Rule 23(e)(2).

We declare, under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct to the best of our knowledge, information and belief. Executed this 26 day of July, 2025, at the locations set forth below.

/s/ Jeannine M. Kenney

Jeannine M. Kenney  
**HAUSFELD LLP**  
325 Chestnut St., Ste. 900  
Philadelphia, PA 19106  
[jkenney@hausfeld.com](mailto:jkenney@hausfeld.com)

/s/ Andrew W. Ferich

Andrew W. Ferich  
**AHDOOT & WOLFSON, PC**  
201 King of Prussia Rd., Ste. 650  
Radnor, PA 19087  
[aferich@ahdootwolfson.com](mailto:aferich@ahdootwolfson.com)

/s/ Shauna Itri

Shauna Itri  
**SEEGER WEISS LLP**  
325 Chestnut St., Ste. 917  
Philadelphia, PA 19106  
[sitri@seegerweiss.com](mailto:sitri@seegerweiss.com)

/s/ Erin Green Comite

Erin Green Comite  
**SCOTT+SCOTT ATTORNEYS  
AT LAW LLP**  
156 S. Main Street  
P.O. Box 192  
Colchester, CT 06415  
[ecomite@scott-scott.com](mailto:ecomite@scott-scott.com)

/s/ Roberta D. Liebenberg

Roberta D. Liebenberg  
**FINE, KAPLAN AND BLACK, RPC**  
One South Broad St., Suite 2300  
Philadelphia, PA 19107  
[rliebenberg@finekaplan.com](mailto:rliebenberg@finekaplan.com)

# **EXHIBIT 4**



**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,

Plaintiffs,

v.

CENCORA, INC. and THE LASH GROUP, LLC,

Defendants.

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

**DECLARATION OF HON. DIANE M. WELSH IN SUPPORT OF PLAINTIFFS'  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Diane M. Welsh, hereby declare as follows:

1. I submit this Declaration in my capacity as the mediator in this litigation. I mediated the Parties' negotiations to resolve the claims in the above-captioned putative class action against Defendants Cencora, Inc. and Cencora Patient Services, LLC (formerly known as The Lash Group LLC) (collectively, "Cencora").

2. I have been asked to provide this Declaration in support of preliminary approval of the proposed class action settlement that was negotiated under my supervision between Class Counsel<sup>1</sup> and Cencora. As will be described in more detail below, the negotiations between the Parties were protracted, hard fought, and conducted at arm's-length and in good faith.

3. I have personal knowledge of the facts stated herein from my role as mediator of the settlement negotiations between Class Counsel and Cencora concerning the claims, and I am competent to testify to the matters set forth in this Declaration.

4. I served as a Magistrate Judge in the U.S. District Court for the Eastern District of Pennsylvania from 1994-2005. Thereafter, I became a mediator with JAMS. As a Magistrate Judge and JAMS neutral, I have successfully resolved over 5,000 matters covering virtually every type of complex dispute. Most relevant here, I have substantial experience resolving class actions and MDL litigation of all types, including data breach class actions such as this one.

5. The Parties jointly contacted me in January 2025 to inquire about my availability to assist in mediating a resolution of this case. We mutually agreed on April 15, 2025 as the date for an in-person mediation at the JAMS office in Philadelphia.

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<sup>1</sup> "Class Counsel" means (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.

6. I understand that the Parties worked cooperatively to negotiate and exchange initial targeted discovery that would help in the mediation process. At my request, the Parties exchanged detailed mediation statements in advance of the mediation. Their submissions addressed the factual issues pertaining to the claims and key legal issues, including standing, causation and damages, class certification, and precedent in this Circuit and beyond. I closely reviewed the mediation statements and the Consolidated Class Action Complaint (ECF No. 100), and became familiar with the nature of the claims and defenses asserted.

7. Immediately prior to the mediation, Class Counsel sent an initial demand to me, which I passed on with their permission to Counsel for Cencora. In advance of the mediation, I communicated separately with Class Counsel and Counsel for Cencora to discuss the general issues in the case, the logistics for the mediation, and the substance of the Parties' positions and Class Counsel's demand.

8. The mediation session took place on April 15, 2025, running from 10:00 a.m. until approximately 9:00 p.m. The mediation was attended in-person by Class Counsel and outside counsel for Cencora and three senior Cencora in-house counsel with settlement authority. Representatives with approval authority over potentially applicable insurance coverage layers also attended the mediation via Zoom. Throughout the day I conducted joint sessions with all participants, as well as individual breakout sessions with the Parties. During the sessions, counsel made multiple presentations regarding various factual and legal issues. There were extensive discussions of the strengths and weaknesses of the Parties' respective positions concerning the merits, damages, and a possible structure for a settlement of the claims.

9. There was a wide gulf between the Parties' positions at the beginning of the mediation. However, after considerable back and forth that lasted all day, ultimately a term sheet

setting forth some of the principal terms of the settlement was agreed to that same evening. I understand that the Parties then engaged in negotiations for a number of weeks over the terms of the Settlement Agreement, the exhibits thereto, and the notice plan.

10. The Parties' negotiations during the mediation and in connection with the settlement were focused exclusively on benefits for the Settlement Class, and there was no discussion or negotiation of attorneys' fees for Class Counsel.

11. In sum, the negotiations entailed numerous competing offers and demands by the Parties. Throughout the mediation process, the Parties engaged in adversarial negotiations over all core issues. The facilitated negotiations were lengthy, principled, exhaustive, informed, and sometimes contentious, but always professional.

12. The negotiations were conducted by highly qualified attorneys with substantial experience and expertise in complex class actions in general, and data breach litigation in particular. At all times, Class Counsel zealously represented the interests of the proposed Settlement Class. They demonstrated a commitment to provide meaningful and valuable benefits to the Settlement Class while at the same time recognizing the significant risks the putative class faced if the Parties proceeded with the litigation, as well as the significant costs and delays in pursuing the matter through fact and expert discovery, class certification, trial, and appeal. Internal and external counsel for Cencora likewise zealously represented their clients. They pushed back on many of the demands advanced by Class Counsel and articulated the obstacles Plaintiffs and the putative class would face in litigation, while at the same time recognizing the risks, expenses, and burdens of such litigation for their clients.

13. As a result of the day-long negotiations that I mediated, the Parties reached a comprehensive compromise and classwide settlement for a \$40 million common fund. In my

opinion, the proposed settlement was the result of good faith, fair, thorough, and fully-informed arm's-length negotiations between highly capable and experienced counsel with a strong command of the relevant facts and applicable caselaw. The settlement represents the Parties' and counsel's best efforts and judgments after thoroughly investigating the case, considering the risks, strengths, and weaknesses of their respective positions on the myriad factual and legal issues; the substantial risks, burdens, delays and costs of continued litigation; and the best interests of their respective clients.

14. Based on my many years of experience in mediating complex litigation of this type, I believe that the proposed settlement fairly reflects the strengths and weaknesses of the claims being settled. Although the Court will need to make its own determination as to the proposed settlement's fairness under Fed. R. Civ. P. 23(e)(2), I can attest that, from an experienced mediator's perspective, the negotiated settlement produced by the mediation process represents a thorough, deliberative, and comprehensive resolution that will benefit Settlement Class Members through meaningful and timely relief, and avoids the considerable risks, delays, and costs inherent in class action litigation.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to be best of my knowledge.

Executed on June 12, 2025

  
Diane M. Welsh (Ret.)

# **EXHIBIT 5**

**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,

Plaintiffs,

v.

CENCORA, INC. and THE LASH GROUP, LLC,

Defendants.

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

**DECLARATION OF GREGORY T. PARKS IN SUPPORT OF PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Gregory T. Parks, hereby declare as follows:

1. I am a Partner at the law firm of Morgan, Lewis & Bockius LLP (“Morgan Lewis”), counsel for Defendants Cencora, Inc. and The Lash Group, LLC (collectively, “Cencora”) in the above-captioned action (the “Action”). I submit this declaration to describe the methods employed to provide notice to individuals whose personal information was involved in the data security incident that is the subject of this Action (the “Incident”) and the categories of individuals included in the Settlement Class. In my capacity as the Partner in charge of both Cencora’s response to the data security incident at issue in the Action and the defense of the Action, I have personal knowledge of the factual information stated in this declaration and, if called as a witness, I could and would testify competently thereto.

2. Over the course of my career, I have counseled clients through thousands of data security incidents, including by managing processes to determine and provide notices that are required by law or are otherwise appropriate under the circumstances. I am fully familiar with the laws, regulations, standards, and best practices associated with such notices. I have also represented companies in hundreds of class action lawsuits following data security incidents where the company provided such notice to individuals and/or regulators. Many such lawsuits have resulted in settlements like the one proposed in this Action.

3. In many circumstances, state data breach notification laws require notice to individuals when certain elements of their personal information may have been compromised in a data security incident. *See, e.g.*, 73 Pa. Stat. § 2301 *et seq.* (Pennsylvania data breach notification law; laws similar to this are in effect in all 50 U.S. states and all U.S. territories where individuals involved here reside).



4. Where direct, mailed notice to individuals cannot be made due to a lack of available contact information or other circumstances, state laws contemplate and endorse the provision of “substitute notice” by publication of notice in the media and/or on the website of the entity providing notice. *See, e.g.*, 73 Pa. Stat. § 2302 (allowing substitute notice in certain circumstances).

5. Following the Incident, through an extensive process that my team and I managed, Cencora determined that the personal identifying information of approximately 11,656,694 individuals was potentially compromised, such that some form of notice to those individuals was required or appropriate.

6. After an extensive investigation and review of Cencora records, and coordination with appropriate Cencora business partners or affiliates, notice of the Incident was sent by U.S. mail to 10,530,952 individuals for whom sufficient contact information was available.

7. The following methods were employed to provide substitute notice to the 1,125,742 individuals for whom sufficient contact information was not available:

(a) Media notice was distributed nationally via Business Wire, which reached dozens of newspapers in each US state and all applicable US territories, as well as wire services, television and radio, business journals, select national media, individual reporters, and select trade media from a variety of industries. The Business Wire distribution also included full-text Internet posting to information and news sites, portals, search engines, content syndicates, wireless providers, and research databases.

(b) Cencora published notice of the Incident on the websites of the following Cencora affiliates: The Lash Group, LLC, TheraCom L.L.C., MWI Veterinary Supply, Inc., and

Amerisourcebergen Specialty Group, LLC, who were the relevant Cencora affiliates for the individuals to receive notice.

(c) Several pharmaceutical company customers of The Lash Group, LLC published a link on their websites to the notice published on The Lash Group, LLC's website.

8. In my opinion, the process undertaken by Cencora, its business partners and affiliates fully satisfied all legal requirements for notice of the Incident in a manner consistent with best practices for the ways such notices are regularly provided.

9. The proposed Settlement Class is defined to include 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.

10. Class Members who received Incident Notice include the 10,530,952 individuals who received mailed notice of the Incident to a previously known address without proof of delivery, as well as any Class Members who received substitute notice of the Incident through website and/or media press release and whose Personal Information was involved in the Incident.

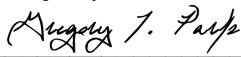
11. Class Members on Inquiry Notice are individuals to whom Cencora was unable to mail notice and who may not have seen notice of the Incident in the media or online, but whose Personal Information was nonetheless involved in the Incident.

12. Inquiry Notice means circumstances occurring on or after September 1, 2023 through the date of Preliminary Approval suggesting that an individual is aware of harm potentially arising from the unauthorized use of the individual's Personal Information, such as receipt of an unexpected explanation of benefits statement or a fraud alert from a bank, that upon inquiry, would have caused the individual to determine that the harm may have been caused by the Incident.

13. Accordingly, the best estimates indicate that there are at least 11,656,694 total Class Members, 10,530,952 of whom received Incident Notice via U.S. mail, 1,125,742 of whom received substitute Incident Notice, and some unknown additional number of whom were on Inquiry Notice.

Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on July 25, 2025

Signed by:  
  
\_\_\_\_\_  
154FB1E1874A5D  
Gregory I. Parks

# **EXHIBIT 6**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

JUAN ANAYA, *et al.*, individually and on  
behalf of all OTHERS similarly situated,

Plaintiffs,

v.

CENCORA, INC., *et al.*,

Defendants.

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

**DECLARATION OF CHRISTIE K.  
REED OF KROLL SETTLEMENT  
ADMINISTRATION LLC IN SUPPORT  
OF PLAINTIFFS' UNOPPOSED  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

I, Christie K. Reed, hereby declare:

**INTRODUCTION**

1. I am the Media Director of Kroll Notice Media Solutions (“Kroll Media”),<sup>1</sup> a business unit of Kroll Settlement Administration LLC (“Kroll”), the proposed Settlement Administrator to be appointed in the above-captioned case. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working with me, including information reasonably relied upon in the fields of advertising media and communications. This declaration is being filed in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. I have nearly 15 years of legal notice experience, and I have been involved with some of the largest and most complex programs in the legal notice industry, including data breach and consumer privacy class actions, cases involving consumer and product liability class actions, pharmaceutical antitrust cases, and government restitution. My expertise includes media planning and research, media buying, creative design and notice drafting, and data analysis of court-approved national, local, and international notice programs.

3. Kroll has extensive experience in class action matters, having provided services in class action settlements involving privacy, antitrust, securities, labor and employment, consumer

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

and government enforcement matters. Kroll has provided class action services in over 3,000 settlements varying in size and complexity over the past 50 years.

4. Kroll has the requisite experience and technological resources to administer this Settlement, having successfully administered dozens of recent data breach settlements, including: *In re T-Mobile Customer Data Security Breach Litigation*, No. 4:21-md-03019 (W.D. Mo.); *In re Evolve Bank & Trust Customer Data Security Breach Litigation*, No. 2:24-md-03127 (W.D. Tenn.); *In re HCA Healthcare, Inc. Data Security Litigation*, No. 3:23-cv-00684 (M.D. Tenn.); *Hightower v. Receivables Performance Management LLC*, No. 2:22-cv-01683 (W.D. Wash.); *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:22-cv-00137 (N.D. Ill.); *Bianucci v. Rite Aid Corporation*, No. 2:24-cv-03356 (E.D. Pa.); *In re Fred Hutchinson Cancer Center Data Breach Litigation*, No. 2:23-cv-01893 (Wash. Super. Ct., King Cty.); *Orr v. Intercontinental Hotels Group, PLC*, No. 1:17-cv-1622 (N.D. Ga.); *In re Great Expressions Data Security Incident Litigation*, No. 2:23-cv-11185 (E.D. Mich.); *Rodriguez v. University Property & Casualty Insurance, Co.*, No. 16-cv-60442 (S.D. Fla.); *In re Apria Data Breach Litigation*, No. 1:23-cv-01003 (S.D. Ind.); *In re Tenet Healthcare Corporation Data Breach Litigation*, No. DC-22-07513 (Texas Dist. Ct., Dallas Cty.); *In re MCG Health Data Security Issue Litigation*, No. 2:22-cv-00849 (W.D. Wash.); *In re Lansing Community College Data Breach Litigation*, No. 1:23-cv-00738 (W.D. Mich.); *In re CorrectCare Data Breach Litigation*, No. 5:22-cv-00319 (E.D. Ky.); *Summers v. Sea Mar Community Health Centers*, No. 22-2-00773-7 (Wash. Super. Ct., King Cty.); *Hameed-Bolden v. Forever 21 Retail, Inc.*, No. 2:18-cv-3019 (C.D. Cal.); and *Weigand v. Group 1001 Insurance Holdings, LLC*, No. 1:23-cv-01452 (S.D. Ind.).

5. Kroll has been engaged by Class Counsel to, among other things, develop and implement a proposed Notice Plan to supplement direct individual notice efforts to reach potential Settlement Class Members on the internet.

6. In all, Kroll is prepared to provide a full complement of notification and claims administration services in connection with the Class Action Settlement Agreement and Release (the “Settlement Agreement”) entered into in this Action, including dissemination of the Notice

by mail, publication, and through the use of a Settlement Website to be created in connection with this matter.

7. It is Kroll's understanding that it will be provided with the Settlement Class List, as described in the Settlement Agreement, which will contain, if available, a combination of names of Settlement Class Members with any last known physical mailing addresses, and telephone numbers pertinent to the administration of the Settlement.

8. At the direction of the Parties, Kroll may run several searches to identify Settlement Class Members, such as deceased individuals, and "email append" to identify email addresses for records without email.<sup>2</sup>

9. The proposed Notice Plan, as more fully detailed below, will be designed to reach a high percentage of Settlement Class Members through direct Notice. The individual notice effort will be further supplemented by an online press release to be distributed nationally via Business Wire and posted on the websites of The Lash Group, LLC, TheraCom L.L.C., MWI Veterinary Supply, Inc., and Amerisourcebergen Specialty Group, LLC. This Notice Plan would be consistent with guidelines from the Federal Judicial Center, which state that a publication notice plan that reaches<sup>3</sup> over 70% of targeted class members is considered a high percentage.<sup>4</sup>

10. To ensure that our calculations and estimates are accurately projected, the Notice Plan was calculated using objective, syndicated advertising research tools from MRI-Simmons

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<sup>2</sup> Email appending involves matching an individual's data (such as first name, last name, postal address, date of birth or other unique information) to obtain an email address.

<sup>3</sup> "Reach" measures the number of people who receive or are otherwise exposed to a notice plan.

<sup>4</sup> Barbara Rothstein and Thomas Willging, *Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges*, at 27 (3d ed. 2010).

Research (“MRI”),<sup>5</sup> and online measurement from Comscore.<sup>6</sup> These are the same tools reasonably relied upon by advertising agencies nationwide as the basis to select media for large brands.

11. Kroll will continuously monitor the direct notice effort and website / media delivery. Should the direct notice efforts alone not achieve the anticipated reach goal, Kroll will issue any other notice as agreed by the Parties or Ordered by the Court that is necessary to satisfy Rule 23 of the Federal Rules of Civil Procedure and due process.

### **NOTICE PROGRAM SUMMARY**

12. The proposed Notice Plan is designed to inform Settlement Class Members of the proposed Settlement between Plaintiffs and Defendants. Pursuant to Paragraph 2.47 of the Settlement Agreement, the Settlement Class is defined as:

[A]ll 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.

13. To reach Settlement Class Members, the proposed Notice Plan contemplates usage of the following direct and indirect Notice components:

- Class Action Fairness Act notice to applicable government officials;
- Email notice to potential Settlement Class Members;

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<sup>5</sup> MRI-Simmons USA is the most comprehensive study on American Consumers and is used by the majority of media and marketing agencies in the country to perform a wide variety of analytical, planning, and reporting functions. The nationally representative study provides comprehensive data on consumer attitudes, behaviors, media preferences, and more.

<sup>6</sup> Comscore is a global Internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and Internet usage data.



- Postcard Notice via U.S. First Class Mail to potential Settlement Class Members;
- Press Release to be distributed nationally via Business Wire and posted on the websites of The Lash Group, LLC, TheraCom L.L.C., MWI Veterinary Supply, Inc., and Amerisourcebergen Specialty Group, LLC;
- A neutral, informational Settlement website; and
- A toll-free telephone information line.

#### **CAFA NOTICE**

14. On behalf of Defendants, Kroll will provide notice of the proposed Settlement pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b) (the “CAFA Notice”). At Cencora’s Counsel’s direction, Kroll will send the CAFA Notice via first-class certified mail to (a) the Attorney General of the United States and (b) the applicable state Attorneys General. The CAFA Notice will also direct the recipients to the website [www.CAFANotice.com](http://www.CAFANotice.com), a site that will contain all the documents relating to the Settlement referenced in the CAFA Notice.

#### **EMAIL NOTICE**

15. In preparation for disseminating the Summary Notice by email (the “Email Notice”), Kroll will work with Class Counsel and Cencora’s Counsel (collectively, “Counsel”) to finalize the language for the Email Notice. Once the Email Notice is approved, Kroll will create an Email Notice template in preparation for the email campaign. Kroll will prepare a file with all likely Settlement Class Member email addresses included on the Class List or located from the email appends and upload the file to an email campaign platform. Kroll will prepare email proofs for Counsel’s review and final approval. The proofs/test emails for approval will include the body of the email and subject line. Once the proofs/test emails are approved, the email campaign will begin as directed in the Settlement Agreement.

#### **DIRECT MAIL NOTICE**

16. Kroll will work with Counsel to format the summary postcard notice (“Postcard Notice”) for mailing. The Postcard Notice will have a tear-off Claim Form which will include pre-

paid business reply mail postage. Upon approval, Kroll will coordinate the preparation of the Postcard Notice proofs for Counsel's review and final approval.

17. Pursuant to the Settlement Agreement, Kroll will send the Postcard Notice by first-class mail to the physical mailing addresses of Settlement Class Members on the Class List.

18. In preparation for the Postcard Notice mailing, Kroll will send address records for Settlement Class Members who will be sent a Postcard Notice through the United States Postal Service's ("USPS") National Change of Address ("NCOA") database. The NCOA process will provide updated addresses for Settlement Class Members who have submitted a change of address with the USPS in the last 48 months and the process will also standardize the addresses for mailing. Kroll will then prepare a mail file of Settlement Class Members that are to receive the Postcard Notice via first-class mail.

19. As directed by Counsel, Postcard Notices returned by the USPS with a forwarding address will be automatically re-mailed to the updated address provided by the USPS.

20. As directed by Counsel, Postcard Notices returned by the USPS undeliverable as addressed without a forwarding address will be sent through an advanced address search process in an effort to find a more current address for the record. If an updated address is obtained through the advanced address search process, Kroll will re-mail the Postcard Notice to the updated address.

#### **PUBLICATION NOTICE**

21. In addition to direct Notice, Kroll will cause a press release to be distributed nationally via Business Wire.

22. If required and agreed upon by the Parties or directed by the Court, additional indirect notice in the form of digital ads will also be provided by publication on the internet.

#### **DEFENDANTS' WEBSITES**

23. It is Kroll's understanding that, to enhance notice, the press release will be posted on the websites of The Lash Group, LLC, TheraCom L.L.C., MWI Veterinary Supply, Inc., and Amerisourcebergen Specialty Group, LLC.

### **SETTLEMENT WEBSITE**

24. Kroll will work with Counsel to create a dedicated Settlement Website. The Settlement Website URL is: [www.CencoraIncidentSettlement.com](http://www.CencoraIncidentSettlement.com). The Settlement Website will contain a summary of the Settlement, will allow Settlement Class Members to contact the Settlement Administrator with any questions or changes of address, provide answers to frequently asked questions, notice of important dates such as the Final Approval Hearing, Claims Deadline, Objection Deadline, and Exclusion Deadline, and will provide Settlement Class Members an opportunity to file a Claim Form online. The Settlement Website will also contain downloadable copies of relevant documents including the operative Consolidated Class Action Complaint, Settlement Agreement, Preliminary Approval Order, Long Form Notice, Claim Form, and when available, the Fee Petition and Motion for Final Approval, and any other materials agreed upon by Counsel and/or required by the Court.

### **TOLL-FREE TELEPHONE NUMBER**

25. Kroll will also establish a toll-free telephone number for the Settlement. The toll-free telephone number will allow Settlement Class Members to call and obtain information about the Settlement through an Interactive Voice Response system.

### **POST OFFICE BOX**

26. Kroll will designate a post office box in order to receive requests for exclusion, Claim Forms, objections, and correspondence from Settlement Class Members.

### **CONCLUSION**

27. The proposed Notice Plan reflects a particularly appropriate and highly targeted way to provide notice to Settlement Class Members. The Notice Plan is designed and estimated to reach a high percentage of Settlement Class Members. In my opinion, the Notice Plan described above is designed to satisfy applicable due process requirements, is reasonably calculated to

provide the best notice practicable, and is consistent with court-approved notice programs in similar matters and the Federal Judicial Center's guidelines concerning appropriate reach.<sup>7</sup>

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on July 16, 2025, in Lakewood, California.

  
CHRISTIE K. REED

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<sup>7</sup> FED. JUD. CTR., *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The Guide suggests that the minimum threshold for adequate notice is 70%. *See id.* at pp. 1, 3.

**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,  
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SMITH, SANDRA WEYERMAN, PEYTON  
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NGUYEN, DEBRA BROWN, LISA  
DESMET, BRIDGET REARDON,  
MICHAEL WILLIAMSON, AMANDA  
TUCKER, and MARGIE LOPEZ  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

CENCORA, INC., *et al.*,

Defendants.

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

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF  
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AGREEMENT AND RELEASE**

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## I. INTRODUCTION

Plaintiffs and Defendants Cencora, Inc. and The Lash Group, LLC (collectively, “Cencora”) have agreed to settle this class action litigation on a nationwide basis. The proposed Settlement<sup>1</sup> resolves claims arising out of an incident (*i.e.*, the Incident) that Cencora publicly disclosed on February 27, 2024, announcing that data from its information systems had been accessed and exfiltrated by unauthorized parties, some of which contained Personal Information that Cencora later confirmed belonged to approximately 11.6 million persons. Under the Settlement, Cencora will pay \$40,000,000 into a non-reversionary common fund, which will be used to pay Approved Claims for Settlement Benefits, Administrative Expenses, any approved Fee Award and Costs and Service Awards, and any applicable taxes and escrow fees. Claimants can seek reimbursement of either their Documented Losses up to \$5,000 (a Documented Loss Payment claim) or a share of the Net Settlement Fund (a Cash Fund Payment claim). The Settlement also provides prospective equitable relief, as Cencora has made changes and enhancements to its data and information security measures and will continue to do so. All Class Members will receive this Settlement Benefit irrespective of whether they submit a Claim Form.

The Settlement is an excellent result for the Settlement Class and is comparable or superior to other approved data breach settlements of this magnitude. Highly experienced counsel negotiated the proposed Settlement in good faith and at arm’s length with the assistance of a skilled mediator, the Honorable Diane M. Welsh (Ret.) of JAMS. Given the considerable risks faced by Plaintiffs on both the merits and class certification, as well as with respect to damages, the

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<sup>1</sup> The Class Action Settlement Agreement and Release (“Settlement Agreement” or “SA”) is attached as Exhibit 2 to Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement and Release (“Motion”). Unless otherwise defined herein, capitalized terms herein shall have the same definition as set forth in the Settlement Agreement.

Settlement represents an outstanding result for the Settlement Class and easily satisfies Rule 23's requirement that it be fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2). Preliminary approval is warranted under Fed. R. Civ. P. 23(e)(1)(B) because the Court "will likely be able to: approve" the Settlement under Rule 23(e)(2) and certify the proposed Settlement Class for purposes of judgment after notice and the Final Approval Hearing. The proposed Settlement "is within the range of possible approval, the requirements of conditional class certification are met, and the notice plan is reasonably designed to notify class members of the settlement agreement." *Hall v. Accolade, Inc.*, 2019 WL 3996621, at \*1 (E.D. Pa. Aug. 23, 2019).

## **II. FACTUAL BACKGROUND**

### **A. The Litigation**

On or about February 27, 2024, Cencora filed a Form 8-K with the U.S. Securities and Exchange Commission publicly disclosing that it had learned that data from its information systems had been exfiltrated, some of which could contain Personal Information. ECF No. 100 ¶ 3. Following an investigation of the Incident, Cencora determined that certain individuals' Personal Information had been compromised. *Id.* Cencora's subsequent investigation revealed that cybercriminals infiltrated Cencora's systems in September 2023. SA ¶¶ 2.28, 2.47. Cencora identified the persons impacted by the Incident and provided notice to them pursuant to state laws. Declaration of Gregory T. Parks ("Parks Decl.") (Ex. 5 to the Motion) ¶ 5. Specifically, Cencora mailed notice of the Incident to 10,530,952 persons. *Id.* ¶ 6. Cencora also provided substitute notice to another 1,125,742 affected persons by way of a press release distributed nationally, and publication of the press release on the websites of The Lash Group and other Cencora-affiliated entities and through a link on the websites of certain pharmaceutical companies on whose behalf Cencora collected and stored data (the "Drug Companies"). *Id.* ¶ 7(a)-(c). Thus, the proposed Settlement Class includes 11,656,694 persons that received direct or substitute notice of the

Incident (“Incident Notice”) and an additional unknown number of persons who were on Inquiry Notice, as defined in paragraph 2.28 of the Settlement Agreement.

Through confirmatory discovery, Class Counsel have verified that Plaintiffs and at least 11.6 million other persons were impacted by the Incident. Declaration of Settlement Class Counsel (“Counsel Decl.”) (Ex. 3 to Motion) ¶ 5. Beginning on May 24, 2024, numerous related proposed class action complaints were filed in this District against Cencora and certain Drug Companies to remedy harms arising from the Incident. *Id.* ¶7. On August 7, 2024, the Court consolidated the related actions in *Anaya, et al. v. Cencora, Inc., et al.*, No. 24-cv-2961 (the “Action”). ECF No. 10 at 12-13.

On September 30, 2024, pursuant to Rule 23(g), the Court appointed Jeannine M. Kenney of Hausfeld LLP, Erin Green Comite of Scott+Scott Attorneys at Law, LLP, Andrew W. Ferich of Ahdoot & Wolfson, PC, and Shauna Itri of Seeger Weiss LLP as Plaintiffs’ Interim Co-Lead Counsel, and Roberta D. Liebenberg of Fine, Kaplan and Black R.P.C. as Interim Liaison Counsel for Plaintiffs. ECF No. 75. On December 16, 2024, the Court appointed these same counsel as Plaintiffs’ Co-Lead Counsel and Liaison Counsel, respectively. ECF No. 88.

Since their leadership appointments, Class Counsel vigorously litigated the Action. They participated in a series of Rule 26(f) conferences with Cencora and negotiated a proposed Case Management Plan. ECF Nos. 81, 82; Counsel Decl. ¶ 9. The Parties also attempted to negotiate a further case management order and moved the Court for resolution of their disputes over the fact discovery and complaint amendment schedule. ECF No. 92; Counsel Decl. ¶ 10. Class Counsel engaged in a series of lengthy and hard-fought negotiations with Cencora to develop a Stipulated Protective Order and Electronically Stored Information Protocol. ECF Nos. 89, 95; Counsel Decl. ¶ 9. Further, Plaintiffs and the Drug Companies negotiated a stipulation of dismissal without

prejudice (ECF Nos. 97, 99) as well as agreements to toll the statutes of limitations. Counsel Decl. ¶ 11.

Plaintiffs filed a Consolidated Class Action Complaint (“Complaint”) on February 25, 2025 (ECF No. 100). It asserted claims for negligence, breach of fiduciary duty, unjust enrichment, and declaratory relief on behalf of Plaintiffs and the nationwide class, and violations of privacy, data security, and other consumer protection laws on behalf of 16 state subclasses. *Id.* The Complaint sought monetary damages and declaratory and injunctive relief. *Id.* Plaintiffs also served Cencora with Plaintiffs’ First Set of Requests for Production of Documents. Counsel Decl. ¶ 13.

While simultaneously litigating the Action, the Parties agreed to try to settle the Action through mediation. *Id.* ¶ 14. The Parties selected Judge Welsh of JAMS, an experienced mediator who has helped parties resolve many complex class actions, including many arising from data breaches. *Id.*; Declaration of Hon. Diane M. Welsh (“Welsh Decl.”) (Ex. 4 to the Motion) ¶ 4.

#### **B. Settlement Negotiations and the Mediation**

In preparation for the scheduled mediation, the Parties requested, exchanged, and reviewed extensive documents and information related to the Action. Counsel Decl. ¶ 15. The Parties also prepared for mediation by laying out their respective positions in the litigation—including with respect to the merits, class certification, damages, and settlement—in detailed mediation statements that they exchanged with each other and provided to the mediator. *Id.*; Welsh Decl. ¶ 6. In the weeks prior to the mediation, the Parties maintained an open dialogue concerning a potential settlement. Counsel Decl. ¶ 15.

On April 15, 2025, the Parties engaged in an all-day, in-person mediation session with Judge Welsh that lasted approximately 11 hours. Counsel Decl. ¶ 16; Welsh Decl. ¶ 8. The mediation was hard-fought and productive, involving multiple meetings among the Parties as well



as numerous separate meetings with the mediator. Counsel Decl. ¶ 16; Welsh Decl. ¶¶ 8-9, 11-13. With the assistance of Judge Welsh, and through good faith arm's-length negotiations, the Parties reached an agreement in principle to settle this matter. Counsel Decl. ¶ 16; Welsh Decl. ¶ 9. For more than three months following the mediation session, the Parties negotiated and finalized a comprehensive Settlement Agreement and related documents. Counsel Decl. ¶ 18. Plaintiffs solicited competitive bids from multiple settlement administration companies, and the Parties agreed upon a Settlement Administrator, drafted the Claim Form and Notice documents and refined them through conferral with the Settlement Administrator. *Id.* ¶ 42.

Plaintiffs now present the Settlement to the Court for preliminary settlement approval.

### **III. THE PROPOSED SETTLEMENT**

#### **A. The Proposed Settlement Class**

The proposed Settlement Class is defined as:

[A]ll 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.

SA ¶ 2.47.

#### **B. The Releases**

In exchange for the Settlement Benefits provided under the Settlement Agreement, Class Members will release any and all claims arising from the Incident (*i.e.*, the Released Claims)

against the Released Parties as set forth in the Settlement Agreement. *Id.* ¶¶ 2.40, 2.41, 8.1. In addition, Cencora agrees not to sue Settlement Class Members for any claims relating to the institution, maintenance, or prosecution of the Released Claims. *Id.* ¶ 8.2.

### **C. Settlement Benefits for Class Members**

The proposed Settlement includes the creation of a \$40 million non-reversionary common Settlement Fund to be funded by or on behalf of Cencora. *Id.* ¶¶ 2.49, 4.2, 4.3, 4.4. The Settlement Fund will be used to pay for: (i) all Administrative Expenses; (ii) any Taxes on income earned by the Fund; (iii) reasonable escrow fees; (iv) Service Awards; (v) the Fee Award and Costs; and (vi) the Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of the Agreement. *Id.* ¶ 4.5. Amounts remaining after the foregoing payments, *i.e.*, the Net Settlement Fund, will be used to pay for Approved Claims submitted by Class Members for Settlement Benefits. *Id.* ¶¶ 2.4, 2.30, 2.46, 4.3, 4.5, 4.7.g. Class Members may submit a Claim Form for either a Documented Loss Payment or a Cash Fund Payment (but not both). *Id.* ¶ 4.7.

#### **1. Documented Loss Payments**

Class Members who have incurred monetary losses that are more likely than not a result of the Incident may submit a Documented Loss Payment claim seeking up to \$5,000 for the reimbursement of such losses. *Id.* ¶¶ 2.46, 4.7.a. Documented Losses must be supported by Reasonable Documentation demonstrating that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Incident and were incurred between September 1, 2023 and the Claims Deadline. *Id.* ¶ 4.7.a. If the Settlement Administrator rejects the Documented Loss Payment claim as deficient and the Class Member does not timely cure the defect, the claim for a Documented Loss Payment will be considered a claim for a Cash Fund Payment, provided the claimant is a member of the Settlement Class. *Id.* ¶ 4.7.a, e. Documented Loss Payments are capped at \$5 million. If the total approved Documented

Loss claims exceeds \$5 million, the payment for each approved claim will be prorated according to the value of each approved claimants' Documented Loss Payment claim compared to the total of all approved Documented Loss Payment claims. *Id.* ¶ 4.7.g.iii.

## **2. Cash Fund Payments**

In lieu of a claim for a Documented Loss Payment, Class Members may submit a claim for a Cash Fund Payment. *Id.* ¶ 4.7.b, g. They can utilize either the Claim Form attached to the Summary Notice or the Claim Form on the Settlement Website. *Id.* Exs. A and E. The Settlement Administrator will calculate Cash Fund Payments as follows: Each Class Member with an approved Cash Fund Payment claim will receive an equal share of the amount remaining in the Settlement Fund after Documented Loss Payments, Fee Award and Costs, Service Awards, and Administrative Expenses are deducted; provided, however, that California Class Members will receive a payment that is twice that paid to non-California Class Members to account for statutory damages that are available under California law (*e.g.*, the California Confidentiality of Medical Information Act (“CMIA”) and California Consumer Privacy Act (“CCPA”)). *Id.* ¶ 4.7.g. The amount of the Cash Fund Payment will depend on the number of Class Members filing timely, valid claims.

## **3. Data Security Commitments and Business Practices Changes**

In addition to paying \$40,000,000 in cash, Cencora agreed to adopt, maintain, and/or implement enhanced data and information security measures, at its expense, that are designed to strengthen Cencora's information security. SA ¶ 4.1. The Settlement Agreement allows Cencora to replace these security measures with equivalent or more robust security measures (such as with more advanced technology and capabilities that become available or to better address assessed security risks to its information systems). *Id.* These security enhancements directly benefit every Settlement Class Member irrespective of whether they file a Claim Form.

## **D. The Notice and Claims Process**

### **1. Notice Plan**

The Parties agreed to engage Kroll Settlement Administration LLC (“Kroll”) as the Settlement Administrator. *Id.* ¶ 2.45. Kroll was selected after a competitive bidding process. Counsel Decl. ¶ 42. Kroll is a nationally recognized settlement administration company that has handled dozens of similar data breach settlements across the country. Declaration of Christie K. Reed (“Kroll Decl.”) (Ex. 6 to the Motion) ¶ 4. All Administrative Expenses incurred by the Settlement Administrator will be deducted from the Settlement Fund. SA ¶¶ 2.2, 2.30, 4.5, 5.2. The Settlement Administrator will take appropriate steps to ensure that Notice is provided to the Settlement Class consistent with due process and Rule 23. SA ¶¶ 5.2, 5.5; Kroll Decl. ¶¶ 5-13, 15-26.

The Notice Plan provides for dissemination of the Summary Notice in postcard form by U.S. mail based on Class Member contact information provided to the Settlement Administrator by Cencora. SA ¶¶ 2.52, 5.3, 5.4 & Ex. E; Kroll Decl. ¶¶ 7, 16-20. Notably, U.S. mail is the way Cencora notified more than 10.5 million Class Members of the Incident, representing an estimated 90% or more of known Class Members. Parks Decl. ¶ 6. The postcard will summarize the key terms of the Settlement Agreement and will direct Class Members to the Settlement Website, where the Long Form Notice will be published. SA Ex. E; Kroll Decl. ¶ 24. The postcard includes a claim form that can be used for submission of a claim for a Cash Fund Payment. SA Ex. E; Kroll Decl. ¶ 16. The Summary Notice also will be distributed by email. Kroll Decl. ¶ 15.<sup>2</sup> Publication Notice shall be provided via a press release distributed nationally via BusinessWire and posted on

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<sup>2</sup> The Parties are working with Kroll to finalize the language and form of email notice in order to implement the email campaign. Counsel Decl. ¶ 43; Kroll Decl. ¶ 15.

Cencora-affiliated websites. SA ¶ 5.5 & Ex. F; Kroll Decl. ¶¶ 9, 13, 21, 23. The Settlement Agreement permits the press release to be supplemented with additional Publication Notice as may become necessary. SA ¶ 5.5; Kroll Decl. ¶ 22.

The Settlement Administrator will establish, maintain, and periodically update the dedicated Settlement Website. SA ¶ 5.9; Kroll Decl. ¶ 24. The Settlement Website will provide: information about how to submit Claim Forms (including submitting Claim Forms electronically through the Settlement Website); answers to frequently asked questions; and relevant documents, including the Long Form Notice, the Claim Form, the Settlement Agreement, the Preliminary Approval Order entered by the Court, the operative Complaint in the Action, the motion for a Fee Award and Costs, and the motion for final approval. *Id.* The Settlement Website will notify the Settlement Class of the date, time, and place of the Final Approval Hearing and the Claims Deadline, Exclusion Deadline, and Objection Deadline. *Id.* The Settlement Administrator will also establish a toll-free help line so Class Members can obtain additional Settlement information and will include the Settlement Administrator's telephone number, mailing address, and email address on the Settlement Website and in the Notices. SA ¶ 5.9; Kroll Decl. ¶¶ 24-25. In addition, 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. SA ¶ 5.15; Kroll Decl. ¶ 14.

## **2. Claims Process and Administration**

The timing of the claims process is structured to ensure that all Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to participate, opt-out, object, or do nothing. SA ¶¶ 2.9-2.11, 2.22, 2.34. Class Members will have 120 days after the Notice is initially issued to complete and submit their Claim Form to the Settlement Administrator, either by mail or online.

*Id.* ¶¶ 2.9-2.11, 4.7.d. The Claim Form is written in plain, easy-to-read English, and was developed with the assistance of the Settlement Administrator. *Id.* Exs. A and E. The Settlement Administrator will be responsible for reviewing the Claim Forms and determining if they are timely, complete, and valid. *Id.* ¶ 4.7.e. Should a claim be incomplete or defective, the Settlement Administrator will promptly notify the Claimant of the deficiencies and give the Claimant 20 days to cure the defect(s). *Id.* If the Settlement Administrator rejects a claim for a Documented Loss Payment and the Claimant fails to cure the defect, the Settlement Administrator will recategorize the claim as one for a Cash Fund Payment, provided the Claimant is a Class Member. *Id.*

### **3. Requests for Exclusion and Objections**

Class Members will have 90 days from the Notice Date to object to or submit a Request for Exclusion from the Settlement. *Id.* ¶¶ 2.22, 2.34, 5.11, 5.13. This gives Class Members sufficient time to access and review the Settlement documents.

#### **E. Residual Funds After Initial Distribution of Settlement Payments**

To the extent any monies remain in the Net Settlement Fund for more than 120 days after the distribution of all Settlement Payments to Class Members, subsequent Settlement Payments may be made, if economically practicable, to all Class Members with Approved Claims who cashed or deposited the initial payment they received. *Id.* ¶ 4.7.i. Should it be economically impracticable to distribute any residual funds or should second-distribution funds remain in the Settlement Fund after an additional 180 days following a secondary distribution, the Parties shall meet and confer regarding the appropriate disposition of any such funds, with the proposed distribution to be presented to the Court for approval. *Id.* No settlement funds will revert back to Cencora. *Id.* ¶ 4.7.k.

#### **F. Proposed Class Representative Service Awards**

Plaintiffs have been dedicated and active participants on behalf of the Class they seek to represent. Counsel Decl. ¶ 37. They assisted Class Counsel's investigation, participated in multiple interviews, and provided supporting documentation and personal information throughout the litigation and in preparation for mediation. *Id.* Plaintiffs reviewed the complaints and the terms of the Settlement and communicated with their counsel regarding the Settlement. *Id.* Class Counsel kept in close contact with Plaintiffs during the litigation through numerous emails and personal telephone calls. *Id.* Plaintiffs have been vital in litigating this matter, have been personally involved in the case, and support the Settlement. *Id.* Plaintiffs sacrificed more of their privacy for the sake of the Class, and the recovery would not have been possible if they had not done so. *Id.*

In view of these efforts on behalf of the Settlement Class, Class Counsel will separately (as part of their motion for a Fee Award and Costs) petition the Court for approval of Service Awards in the amount of \$1,500 to each of the 28 proposed Class Representatives (total of \$42,000). SA ¶¶ 2.14, 9.1.a.

#### **G. Attorneys' Fees and Reimbursement of Costs**

Class Counsel separately will file a motion for an award of attorneys' fees and reimbursement of litigation costs and expenses (*i.e.*, the Fee Award and Costs) no later than 14 days prior to the Exclusion/Objection Deadline. *Id.* ¶¶ 2.23, 9.2.a. The Parties did not discuss or reach agreement on the amount of the fee award to be sought by Class Counsel. *Id.* ¶ 9.2.b; Counsel Decl. ¶ 40; Welsh Decl. ¶ 10. Class Counsel intend to request an attorneys' fee award of up to one-third of the Settlement Fund, consistent with numerous precedents in this District and the Third Circuit. Counsel Decl. ¶ 38; SA ¶ 9.2.a. Any approved Fee Award and Costs will be paid out of the Settlement Fund. SA ¶¶ 2.23, 2.30, 9.2.g. The Settlement is not conditioned upon the Court's award of attorneys' fees or expense reimbursement. *Id.* ¶ 9.2.d, e.

#### IV. ARGUMENT

Federal Rule of Civil Procedure 23(e) “explicitly discusses the requirements for class settlements.” *Hall*, 2019 WL 3996621, at \*2. At the preliminary approval stage, the parties “provide the court with information sufficient to enable it to determine whether to give notice of the proposal to the class.” Fed. R. Civ. P. 23(e)(1)(A). The Court then decides whether “giving notice is justified by the parties’ showing that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). “As part of a preliminary approval motion, courts can conduct a ‘less rigorous analysis’ than the final approval stage requires.” *Barletti*, 2024 WL 1096531, at \*2 (citation omitted). In conducting their preliminary review, courts are cognizant that there is a “strong public policy” that is “particularly muscular in class action suits, favoring settlement of disputes, finality of judgments and the termination of litigation.” *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 593 (3d Cir. 2010).

If the district court determines that it “will likely be able to approve” the Settlement and certify the Settlement Class, it should direct notice in a “reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B); *see Fulton-Green v. Accolade, Inc.*, 2019 WL 316722, at \*1, \*5 (E.D. Pa. Jan. 24, 2019) (granting preliminary approval of data breach settlement “because it is within the range of possible approval, the requirements of conditional class certification are met, and the notice plan is reasonably designed to notify class members of the settlement agreement”). The Settlement easily meets these criteria.

##### **A. The Settlement Is Likely to be Found “Fair, Reasonable, and Adequate” under Rule 23(e)(2) and *Girsh* and Therefore Should Be Preliminarily Approved**

Rule 23(e)(2) sets forth the factors a court must consider in determining the fairness of a class action settlement at the final approval stage, and courts in this Circuit must also consider the



factors set forth in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975). As explained below, the Court “will likely be able to approve” the Settlement based on these factors at the final approval stage, thus satisfying the test for preliminary approval in Rule 23(e)(1)(B).

### **1. The Parties Negotiated the Proposed Settlement at Arm’s Length**

The Settlement is the product of hard-fought, arm’s-length negotiations and a full-day mediation that was overseen by an experienced mediator, Judge Welsh. This factor supports approval of the settlement. *See In re Wawa, Inc. Data Sec. Litig.*, 2025 WL 1750352, at \*2 n.2 (3d Cir. June 25, 2025) (describing Judge Welsh as “an experienced mediator . . . who had previously resolved over 5,000 cases”); *Stechert v. Travelers Home & Marine Ins. Co.*, 2021 WL 5235221, at \*6 (E.D. Pa. Nov. 9, 2021) (observing that “the parties worked with the Honorable Diane M. Welsh, an experienced mediator, to facilitate arms’ length negotiations, which weighs in favor of finding adequacy”). Whether a settlement arises from arm’s-length negotiations is “a key factor” in assessing preliminary approval. *Galt v. Eagleville Hosp.*, 310 F. Supp. 3d 483, 493 (E.D. Pa. 2018) (Rufe, J.) (finding arm’s-length negotiations between experienced counsel, before an experienced and independent mediator, with the benefit of a pre-settlement investigation into relevant facts, were factors that weighed in favor of finding that settlement was presumptively fair); *In re Nat’l Football League Players’ Concussion Injury Litig.*, 301 F.R.D. 191, 198 (E.D. Pa. 2014) (hereinafter “*Nat’l Football League I*”) (finding a presumption of fairness exists where parties negotiate at arm’s length, assisted by a retired federal judge who served as a mediator).

Class Counsel are experienced and respected class action litigators with significant experience in data breach cases. Counsel Decl. ¶¶ 4, 50. Prior to mediation, Class Counsel vigorously litigated the Action, including negotiating discovery orders, litigating scheduling disputes, and serving discovery. *Id.* ¶¶ 9-13, 38, 41. Following the mediation, Class Counsel spent significant time negotiating and drafting the Settlement Agreement and its exhibits and revising

those drafts and securing the cost-efficient services of a skilled settlement administrator through competitive bidding. *Id.* ¶ 18.

## **2. The Relief Provided for the Class Is Fair, Reasonable, and Adequate**

The proposed Settlement is the product of significant investigation of Plaintiffs’ and Class Members’ claims. Class Counsel conducted extensive and lengthy interviews of Plaintiffs, reviewed the Plaintiffs’ documentation, and analyzed the applicable laws of Pennsylvania and other jurisdictions regarding breaches of Class Members’ Personal Information. *Id.* ¶ 9.

As discussed above, the Parties exchanged documents pursuant to Fed. R. Evid. 408 as well as detailed mediation statements prior to the mediation. *Id.* ¶ 15. Class Counsel analyzed the documents in advance of the mediation. *Id.* Class Counsel’s submission of a mediation statement and their preparation for that proceeding and analysis of Cencora’s mediation statement further informed Class Counsel’s assessment of the relative strengths and weaknesses of Plaintiffs’ claims. *Id.*

### **a. The Settlement avoids the considerable costs, risks, and delay of litigation**

The immediate and substantial benefits that the Settlement provides stand in stark contrast to the considerable risks, uncertainties, costs, and delays of continued litigation. Class Counsel thoroughly assessed those contingencies in considering the terms of the Settlement. *Id.* ¶¶ 16, 50; *see also* Welsh Decl. ¶¶ 12-14.

As the Court has recognized in similar settlements, Plaintiffs faced “a significant risk in this case because they must prove not only that Defendant owed a duty to Plaintiffs to safeguard their information, but also that their conduct was the proximate cause of that breach.” *In re Onix Group, LLC*, 2024 WL 3015528, at \*10 (E.D. Pa. June 14, 2024) (“*Onix Group I*”), *granting final approval*, 2024 WL 5107594, at \*1-2 (E.D. Pa. Dec. 13, 2024) (“*Onix Group II*”). Plaintiffs and

the Settlement Class would face many other challenges, including withstanding motions to dismiss, obtaining class certification, maintaining class certification after an interlocutory appeal under Rule 23(f), opposing summary judgment motions, defending expert opinions under *Daubert*, and ultimately prevailing at trial and on appeal. *See In re Generic Pharms. Pricing Antitrust Litig.*, 2025 WL 1550100, at \*3 (E.D. Pa. May 30, 2025) (Rufe, J.) (finding that \$5.2 million settlement was adequate in light of the “inherent risk to recovery involved in prolonged litigation, continuing through motions regarding class certification, the dismissal of claims, and the exclusion of evidence, as well as potential trials and appeals, [which] would only delay any recovery class members may receive.”); *In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D. Pa. 2014) (“further proceedings would be complex, expensive and lengthy, with contested issues of law and fact . . . . That a settlement would eliminate delay and expenses and provide immediate benefit to the class militates in favor of approval.”).

A comparison with consumer class plaintiffs’ monetary recoveries in other data breach settlements demonstrates the strength of this Settlement.<sup>3</sup> Moreover, the Settlement includes significant prospective non-monetary relief. SA ¶ 4.1. *See, e.g., Corra v. ACTS Ret. Servs., Inc.*, 2024 WL 22075, at \*13 (E.D. Pa. Jan. 2, 2024) (finding that non-monetary data security improvements included as a term in the settlement “is likely of great value to the class members in that it ensures that their information is better protected from data security incidents”).

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<sup>3</sup> *See, e.g., In re Target Customer Data Security Breach Litig.*, 2017 WL 2178306, at \*1-2 (D. Minn. May 17, 2017) (\$10 million settlement; nearly 100 million class members); *In re The Home Depot, Inc. Customer Data Sec. Breach Litig.*, 2016 WL 6902351, at \*7 (N.D. Ga. Aug. 23, 2016) (granting final approval of \$28.4 million settlement to consumer class of roughly 52 million); *In re loanDepot Data Breach Litig.*, No. 24-cv-00136-DOC-JDE (C.D. Cal.) (\$25 million fund; 16.9 million class members); *In re Experian Data Breach Litig.*, No. 8:15-cv-01592 (C.D. Cal.) (\$22 million fund; 15.9 million class members).

**b. The Settlement provides for an effective method of distributing relief to the Class, including through a simplified claims process**

The Settlement creates a straightforward procedure for Class Members to submit a Claim Form. SA ¶¶ 2.10, 4.7, and Exs. A and E. It also provides for effective Direct Notice to Class Members via U.S. mail, which is how most Class Members received notice of the Incident, based on available Class Member contact information provided to the Settlement Administrator by Cencora, supplemented by sending Summary Notice by email, posting the Long Form Notice to the Settlement Website, Publication Notice via a press release that also will be posted on Cencora-affiliated websites, and additional means as may become necessary. SA ¶¶ 5.2–5.6 & Exs. C, E-F; Kroll Decl. ¶¶ 5-13, 15-26. This factor supports the fairness of the Settlement. *See Barletti*, 2024 WL 1096531, at \*6 (preliminarily approving settlement where class members would be notified of data breach settlement by the same means they received notice of the breach and were given a “straight-forward claims process that offers them a choice of relief”).

**c. The proposed attorneys’ fee award is reasonable**

Class Counsel devoted (and will continue to devote) significant time and financial resources to the litigation despite the uncertainty of withstanding a motion to dismiss, obtaining and maintaining class certification, and ultimately prevailing on the merits, including establishing Article III standing and damages. Counsel Decl. ¶¶ 9-13, 38. The Parties did not discuss or reach agreement on the amount of the fee award Class Counsel would seek. SA ¶ 9.2.b; Counsel Decl. ¶ 40; Welsh Decl. ¶ 10. Plaintiffs intend to seek attorneys’ fees up to one-third of the Settlement Fund, subject to Court approval, to be paid from the Settlement Fund. SA ¶ 9.2(a); Counsel Decl. ¶ 38. As will be discussed in detail in the forthcoming Fee Award and Cost motion, this amount is reasonable and well within the range of fees approved by this Court in common fund class action

settlements.<sup>4</sup> Plaintiffs will file a motion and supporting materials supporting the requested Fee Award and Costs 14 days before the Objection/Exclusion Deadline. *Id.* The Long Form Notice advises Class Members of the date the motion for Fee Award and Costs will be published on the Settlement Website. *Id.* Ex. C.

**d. There are no additional agreements required to be identified under Rule 23(e)(3)**

Rule 23(e)(2)(C)(iv) requires courts to consider any agreement among the parties outside of the settlement agreement. Further, “[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal.” Fed. R. Civ. P. 23(e)(3). In this case, the Settlement Agreement and its exhibits contain all agreements and understandings between the Parties, and there are no “side agreements” outside of the Settlement Agreement. Counsel Decl. ¶ 18.

**e. The Settlement treats Class Members equitably relative to each other**

“A district court’s ‘principal obligation’ in approving a plan of allocation ‘is simply to ensure that the fund distribution is fair and reasonable as to all participants in the fund.’” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 326 (3d Cir. 2011) (quoting *Walsh v. Great Atl. & Pac. Tea Co.*,

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<sup>4</sup> See, e.g., *Godshall v. Franklin Mint Co.*, 2004 WL 2745890, at \*5 (E.D. Pa. Dec. 1, 2004) (Rufe, J.) (“The requested [33.3] percentage is in line with percentages awarded in other cases.”); *McIntyre v. RealPage, Inc.*, 2023 WL 2643201, at \*3 n.5 (E.D. Pa. Mar. 24, 2023) (“Counsel’s requested award of . . . (33.33%) is ‘squarely within the range of awards found to be reasonable by the courts.’”); *Onix Group II*, 2024 WL 5107594, at \*11, 13-16 (approving 33-1/3% fee award in data breach settlement); *In re Phila. Inquirer Data Sec. Litig.*, 2025 WL 845118, at \*11-15 (E.D. Pa. Mar. 18, 2025) (same); *Sorace v. Wells Fargo Bank, N.A.*, 2024 WL 643229, at \*13 (E.D. Pa. Feb. 15, 2024) (“In common fund cases, fee awards generally range from 19% to 45% of the settlement fund.”), *aff’d*, 2024 WL 5116797 (3d Cir. Dec. 16, 2024); *Galt v. Eagleville Hosp.*, 310 F. Supp. 3d 483, 498 (E.D. Pa. 2018) (Rufe, J.) (same); *Boone v. City of Phila.*, 668 F. Supp. 2d 693, 714 (E.D. Pa. 2009) (noting that an analysis of “289 class action settlements ranging from under \$1 million to \$50 million” found “the average attorneys’ fees percentage to be 31.71% and the median to be one-third, citing *In re Rite Aid Corp. Securities Litig.*, 146 F. Supp. 2d 706, 735 (E.D. Pa. 2001)).

*Inc.*, 726 F.2d 956, 964 (3d Cir. 1983)). Here, the Settlement treats all Class Members fairly and equally relative to each other and in relation to the strengths of their claims: Class Members can choose to be reimbursed for up to \$5,000 in documented losses reasonably attributable to the Incident or receive a share of the Net Settlement Fund. SA ¶ 4.7. Given the availability of significant statutory damages under the CMIA and CCPA, California residents who elect the Cash Fund Payment will receive double the Cash Fund Payment that will be made to residents of other jurisdictions. *Id.* ¶ 4.7.g.i. This Court and others have approved similar settlement allocation structures in other data breach settlements. *See, e.g., Onix Group I*, 2024 WL 3015528, at \*5-11 (granting preliminary approval to settlement giving class members choice of up to \$5,000 for documented losses or *pro rata* share of net settlement fund without documentation of loss); *Onix Group II*, 2024 WL 5107594, at \*1-2 (granting final approval); *Barletti v. Connexin Software, Inc.*, 2024 WL 1096531, at \*6 (E.D. Pa. Mar. 13, 2024) (granting preliminary approval to settlement allowing claimants to choose between credit monitoring and insurance services, reimbursement of actual out-of-pocket losses, or a cash payment), *granting final approval*, 2024 WL 3564556 (E.D. Pa. July 24, 2024); *Bianucci, et al. v. Rite Aid Corp.*, 2025 WL 704284 (E.D. Pa. Mar. 4, 2025) (granting preliminary approval to data breach settlement with similar structure, and approving double payment to California class members electing the *pro rata* cash benefit); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, 2024 WL 5362098, at \*9 (S.D. Fla. Sept. 24, 2024) (preliminarily approving settlement in which members of a California subclass who elected the “flat cash payment” available to all class members also receive a “Californian Statutory Award” of \$100), *final approval granted*, 2025 WL 457896 (S.D. Fla. Feb. 11, 2025); *Harbour v. Cal. Health & Wellness Plan*, No. 5:21-cv-03322 (N.D. Cal. Jan. 16, 2024), ECF No. 63 at 3 (same).

### 3. The Settlement also Satisfies All the Applicable *Girsh* Factors

In this Circuit, courts assessing the fairness of proposed class action settlements must consider the *Girsh* factors.<sup>5</sup> *Girsh*, 521 F.2d at 157. However, Rule 23(e)(2) and the *Girsh* factors overlap with each other to a significant extent and courts need not separately address the two sets of factors or any *Girsh* factors that are not applicable to the settlement at issue. *See Dixon v. Lincoln Univ.*, 2025 WL 1373676, at \*8 n.3 (E.D. Pa. May 12, 2025) (explaining that after analyzing the *Girsh* factors, the court would not separately address the Rule 23(e)(2) considerations because they “substantially overlap” with the *Girsh* factors and other guidance<sup>6</sup> from the Third Circuit Court of Appeals). Plaintiffs have satisfied all additional *Girsh* factors that are applicable here. Had the case not resolved, the Parties would be facing significant risks in briefing and arguing class certification, summary judgment, expert reports, and maintaining class certification throughout trial. *See, e.g., In re Phila. Inquirer*, 2025 WL 845118, at \*9-10 (acknowledging expense and challenges of class certification, summary judgment, and trial in data breach class action).

Numerous courts have recognized the substantial risks associated with data breach class actions. *See, e.g., Onix Group II*, 2024 WL 5107594, at \*10 (“Plaintiffs face a significant risk in this case because they must prove not only that Defendant owed a duty to Plaintiffs to safeguard

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<sup>5</sup> Some courts in this District and elsewhere in the Third Circuit have held that the *Girsh* factors are inapplicable until the final approval stage. *See, e.g., Curiale v. Lenox Grp., Inc.*, 2008 WL 4899474 at \*9 n.4 (E.D. Pa. Nov. 14, 2008) (“At the preliminary approval stage, however, we need not address all of [the *Girsh*] factors, as the standard for preliminary approval is far less demanding.”); *Copley v. Evolution Well Servs. Operating LLC*, 2023 WL 1878581, at \*2, n.1 (W.D. Pa. Feb. 10, 2023) (same).

<sup>6</sup> *See In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 350 (3d Cir. 2010) (noting that “when appropriate,” it “may be helpful to expand the *Girsh* factors to include, when appropriate,” several “non-exclusive factors” identified in *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 323 (3d Cir. 1998)). The *Prudential* factors will be discussed in Plaintiffs’ motion for final approval.

their information, but also that their conduct was the proximate cause of that breach.”); *Gordon v. Chipotle Mexican Grill, Inc.*, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019) (“Data breach cases such as the instant case are particularly risky, expensive, and complex, and they present significant challenges to plaintiffs at the class certification stage.”) (internal citations omitted); *Maldini v. Marriott Int’l, Inc.*, 140 F. 4th 123 (4th Cir. 2025) (reversing class certification for second time in data breach litigation); *Theus v. Brinker Int’l Inc.* 2025 WL 1786346, at \*4 (M.D. Fla. June 27, 2025) (denying class certification in data breach litigation).

Further, “courts within the Third Circuit ‘regularly find a settlement to be fair even though the defendant has the practical ability to pay greater amounts.’” *Kelly v. Santander Consumer USA, Inc.*, 2023 WL 8701298, at \*4 (E.D. Pa. Dec. 15, 2023) (quoting *In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 104 (E.D. Pa. 2013)). Indeed, this *Girsh* factor “is largely irrelevant” where, as here, “there is no ‘reason to believe that [d]efendants face any financial instability.’” *In re Phila. Inquirer*, 2025 WL 845118, at \*10.

**B. The Proposed Settlement Class Satisfies the Criteria of Rules 23(a) and 23(b)(3)**

“In addition to reviewing the terms of settlement, a court at the preliminary approval stage may conditionally certify the class for purposes of providing notice, with the final certification decision to be made at the subsequent fairness hearing.” *Checchia v. Bank of Am., N.A.*, 2023 WL 2051147, at \*2 (E.D. Pa. Feb. 16, 2023) (citing *In re Nat’l Football League I*, 301 F.R.D. at 199-200). Courts may certify settlement classes that satisfy the requirements of Rule 23(a) and at least one provision of Rule 23(b). *In re Generic Pharms. Pricing Antitrust Litig.*, 2025 WL 754567, at \*3–4 (E.D. Pa. Mar. 7, 2025) (Rufe, J.). Within the Third Circuit, the class must be “currently and readily ascertainable based on objective criteria.” *Id.* at \*4 (quoting *In re Niaspan Antitrust Litig.*,



67 F.4th 118, 129-30 (3d Cir. 2023)). The Settlement Class meets the applicable criteria for preliminary certification.

### **1. The Proposed Settlement Class Is Sufficiently Numerous**

The Settlement Class of at least 11.6 million persons easily satisfies the Rule 23(a)(1) numerosity requirement.

### **2. The Proposed Settlement Class Is Ascertainable**

The Third Circuit Court of Appeals instructs that a Rule 23(b)(3) class must be ascertainable. *Marcus v. BMW of N. Am., LLC*, 687 F.3d 583, 592-94 (3d Cir. 2012). Ascertainability requires only that “(1) the class is ‘defined with reference to objective criteria’; and (2) there is ‘a reliable and administratively feasible mechanism for determining whether putative class members fall within the class definition.’” *Byrd v. Aaron’s Inc.*, 784 F.3d 154, 163 (3d Cir. 2015) (quoting *Marcus*, 687 F.3d at 593-94). The proposed Settlement Class is readily ascertainable here because Class Members will be identified using Cencora’s records. *See Kelly v. RealPage Inc.*, 47 F.4th 202, 224-25 (3d Cir. 2022) (finding class was ascertainable where defendant’s records can be used to identify class members); *Onix Group I*, 2024 WL 3015528, at \*2 (same); *In re Generic Pharms. Pricing Antitrust Litig.*, 2024 WL 4508950, at \*2 (E.D. Pa. Oct. 15, 2024) (Rufe, J.) (same).

Indeed, Cencora has already identified most persons affected by the Incident and sent Incident Notice to those with mailing addresses last year. Parks Decl. ¶ 6. Kroll will mail Summary Notice, which it anticipates will reach a high percentage of the Class,<sup>7</sup> supplemented by Long

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<sup>7</sup> As noted above, Cencora identified 11,656,694 persons who were affected by the Incident. It mailed notice to 10,530,952 persons for which it had addresses, and provided substitute notice to the remaining 1,125,742 persons. Parks Decl. ¶¶ 6-7.

Form Notice posted on the Settlement Website, and a press release distributed nationally via BusinessWire and posted on Cencora-affiliated websites. Kroll Decl. ¶¶ 9, 13, 15-24.

### **3. There Are Questions of Law or Fact Common to the Class**

“Rule 23(a)(2)’s commonality element requires that the proposed class members share at least one question of fact or law in common with each other.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 527-28 (3d Cir. 2004). The commonality threshold is low “and does not require an identity of claims or facts among class members.” *Gates v. Rohm and Haas Co.*, 248 F.R.D. 434, 440 (E.D. Pa. 2008) (citation and internal quotation marks omitted). For purposes of Rule 23(a)(2), even a “single common question is enough to satisfy the commonality requirement[.]” *In re Generic Pharms.*, 2025 WL 1550100, at \*1.

Here, the facts relating to the Incident are the key issues in the case. There are multiple common questions, including how the Incident occurred, whether Cencora had a duty to protect Class Members’ Personal Information, and whether Class Members were harmed by the alleged breach. Complaint (ECF No. 100) ¶ 524. *See, e.g., In re Phila. Inquirer*, 2025 WL 845118, at \*5.

### **4. The Class Representatives’ Claims Are Typical of the Claims of the Class**

Rule 23(a)(3) requires that the “claims or defenses of the representative parties [be] typical of the claims or defenses of the class.” *Id.* This inquiry is met where “the action can be efficiently maintained as a class and . . . the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees’ interests will be fairly represented.” *In re Generic Pharms.*, 2025 WL 1550100, at \*1 (citation and internal quotation marks omitted); *Hall*, 2019 WL 3996621, at \*7 (same). Typicality is satisfied where there is a “strong similarity of legal theories’ [sic] or where the claim arises from the same practice or course of conduct.” *In re Nat’l Football League Players’ Concussion Injury Litig.*, 821 F.3d 410, 428 (3d Cir. 2016) (hereinafter “*Nat’l*

*Football League II*”) (citation and internal quotation marks omitted). Here, typicality is satisfied because the claims of the named Plaintiffs are “virtually identical to those of the [C]lass [as they] arise from the same conduct[, Cencora’s] security measures and whether they were adequate to protect [Plaintiffs’ and the Class’s] sensitive data.” *Onix Group I*, 2024 WL 3015528, at \*3 (citation and internal quotation marks omitted). Typicality is satisfied.

##### **5. The Class Representatives and Class Counsel Will Continue to Fairly and Adequately Represent the Class**

Rule 23(a)(4) tests whether the “representative parties will fairly and adequately protect the interests of the class.” This factor examines whether the named plaintiffs have “the ability and the incentive to represent the claims of the class vigorously” and have obtained adequate counsel, and whether their individual claims conflict with those asserted on behalf of the class. *In re Imprelis Herbicide Mktg, Sales Prac. & Prods. Liability Litig.*, 296 F.R.D. 351, 361 (E.D. Pa. 2013) (citations and internal quotation marks omitted); *Godshall*, 2004 WL 2745890, at \*3 (same).

Here, the named Plaintiffs have been actively involved in this litigation, and have assisted throughout the process, answering Class Counsel’s many questions, providing documents pertaining to the lawsuit, and reviewing the Complaint and terms of the Settlement. Counsel Decl. ¶ 37. Their interests and those of the other Class Members are aligned: all are equally interested in proving the factual averments in the Complaint, establishing Cencora’s liability, and obtaining compensation from Cencora. The Class Representatives have retained knowledgeable and well-qualified counsel who have successfully prosecuted many class actions, including data breach class actions. *Id.* ¶¶ 4, 50. Class Counsel have vigorously prosecuted the Action, devoted substantial effort and resources on behalf of the Class, and achieved an outstanding settlement. *Id.* ¶¶ 9-13, 38, 41, 50; *see also* Welsh Decl. ¶¶ 12-14.

**6. Common Issues Predominate and a Class Action Is Superior to Other Available Methods of Adjudicating the Controversy**

Plaintiffs seek to certify a settlement class under Rule 23(b)(3), which requires that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” The proposed Settlement Class meets both requirements.

**a. Common issues predominate**

“Under Fed. R. Civ. P. 23(b)(3), a class action may be maintained if common questions of law or fact predominate questions arguably affecting only individuals.” *Fulton-Green*, 2019 WL 4677954, at \*6 (granting final approval). “When examining whether certain issues predominate, a court looks to see if ‘common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.’” *In re Wawa, Inc. Data Sec. Litig.*, 2021 WL 3276148, at \*4 (E.D. Pa. July 30, 2021) (quoting *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016)); *see also Onix Group I*, 2024 WL 3015528, at \*4 (“In this data breach litigation, Defendant’s conduct is common to all class members, and all class members were harmed by that conduct.”).

As the Court found in *In re Wawa*, “there is a myriad of questions of law and fact that predominate.” 2021 WL 3276148, at \*4. Those include whether Cencora owed a duty to Class Members to safeguard their sensitive information; whether it breached that duty; whether it violated state consumer protection laws; whether it complied with industry standards; whether its conduct or failure to act was the proximate cause of the data breach; and whether Plaintiffs and Class Members are entitled to recovery. *Id.* These issues, all of which are focused on Cencora’s common course of conduct, predominate here.

**b. A class action is superior to other means of adjudication**

“The superiority requirement asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication.” *In re Prudential*, 148 F.3d at 316 (internal quotation marks and citation omitted). There is no indication that Class Members would be interested in litigating individually or that the litigation should proceed in a non-class forum. To the contrary, the considerable cost and complexity of litigation and difficulty in proving damages would preclude Class Members from filing suit individually.<sup>8</sup> The Settlement, in contrast, provides Class Members with an immediate monetary benefit and also improved data security measures by Cencora, which still possesses their Personal Information.

As explained in another data breach action, “all of the claims are almost identical because they arise from the same underlying activity and the damages should be easily provable and quantifiable.” *Fulton-Green*, 2019 WL 316722, at \*4 (preliminarily certifying Rule 23(b)(3) class). Moreover, “the value of the individual claims may be modest and thus impractical to litigate on a case-by-case basis,” especially for people “who have not suffered identity theft but have had to spend time notifying institutions and signing up for identity theft protection programs.” *Id.*

For the foregoing reasons, the Court should provisionally certify the Settlement Class as the criteria of Rules 23(a) and 23(b)(3) are met.

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<sup>8</sup> Because Plaintiffs request certification for settlement purposes only, the Court “need not inquire whether the case, if tried, would present intractable management problems . . . [because] the proposal is that there be no trial.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); accord *Sullivan*, 667 F.3d at 322 n.56; *In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 249, 264 (E.D. Pa. 2012).

**C. The Notice Plan Provides Class Members with the Best Notice Practicable Under the Circumstances and Comports with Due Process**

Pursuant to Rule 23(c)(2)(B), the notice must be the “best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” There are three aspects to notice requirements under Rule 23 and fundamental due process: (1) notice must be disseminated in a manner “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections;” (2) the content must be of “such nature as reasonably to convey the required information;” and (3) the notice must “afford a reasonable time for those interested to make their appearance” and exercise their options to file a claim, object, or opt out of the class. *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (internal citations omitted). The proposed Notice Plan achieves all these objectives.

The Settlement Administrator will mail the Summary Notice via U.S. mail, postage prepaid, directly to Class Members, using the postal addresses that Cencora provides. SA ¶¶ 5.3, 5.4; Kroll Decl. ¶¶ 7, 16-20. The direct mailing of the Summary Notice will be enhanced by emailing Summary Notice, posting the Long Form Notice on the Settlement Website and the issuance of a press release nationally via BusinessWire, which will also be posted on Cencora-affiliated websites. SA ¶ 5.6; Kroll Decl. ¶¶ 9, 13, 15, 21, 23-24. The Settlement Administrator also will establish and maintain a Settlement Website and a toll-free help line to provide Class Members with information about the Settlement and to respond to Class Members’ questions. SA ¶ 5.9; Kroll Decl. ¶¶ 13, 24-25.

Notice is estimated to reach a high percentage of Class Members. Kroll Decl. ¶¶ 9, 27. Notice would fall at the upper end of a reasonable notice plan, which the Federal Judicial Center described as a notice plan that reaches over 70 percent of the class. Federal Judicial Center, *Judges’*

*Class Action Notice and Claims Process Checklist and Plain Language Guide*, at 3 (2010), [www.fjc.gov/sites/default/files/2012/NotCheck.pdf](http://www.fjc.gov/sites/default/files/2012/NotCheck.pdf) (last accessed May 27, 2025); *see also In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig.*, 527 F. Supp. 3d 269, 273 (E.D.N.Y. 2021) (citing same and endorsing notice plan with 80% expected reach).

The Summary Notice and Long Form Notice use “plain, easily understood language” (Rule 23(c)(2)(B)) to describe the terms of the Settlement, including the forthcoming request for \$1,500 service awards for the Class Representatives and that Class Counsel will apply for an award of attorneys’ fees equal to one-third of the Settlement Fund and, separately, reimbursement of expenses not to exceed \$300,000; inform Class Members how to object to the Settlement or opt-out and the deadline for doing so; provide the date, time, and place of the Final Approval Hearing and the procedures for appearing at the hearing; and provide contact information for Class Counsel and the Settlement Administrator. SA Exs. C and E. Here, the Class Members have 90 days to object or opt-out. SA ¶¶ 2.22, 2.34, 5.11, 5.13. The deadlines are reasonable. *See Nat’l Football League I*, 301 F.R.D. at 203 (“It is well-settled that between 30 and 60 days is sufficient to allow class members to make their decisions to accept the settlement, object, or exclude themselves.”). Accordingly, the Court should approve the Notice Plan as the best notice practicable under the circumstances.

#### **D. The Preliminary Injunction in the Preliminary Approval Order Is Appropriate**

The proposed Preliminary Approval Order provides that Settlement Class Members will be enjoined from prosecuting any Released Claims in this Court or any other court pending the Final Approval Hearing. SA Ex. D ¶ F.2. The Court has the authority to issue such an injunction under the All Writs Act, which states that “[t]he Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and

agreeable to the usages and principles of law.” 28 U.S.C. § 1651(a). In addition, the Court has authority to issue such injunctions under the Anti-Injunction Act, 28 U.S.C. § 2283, which empowers the Court to enjoin parties in state court proceedings where “necessary in aid of its jurisdiction, or to protect or effectuate its judgments.”

#### **E. The Court Should Provisionally Appoint Settlement Class Counsel**

Plaintiffs request that the Court appoint Jeannine M. Kenney of Hausfeld LLP, Andrew W. Ferich of Ahdoot & Wolfson, PC, Shauna Itri of Seeger Weiss LLP, Erin Green Comite of Scott+Scott Attorneys at Law LLP, and Roberta D. Liebenberg of Fine, Kaplan and Black, RPC as Class Counsel for the Settlement Class. The Court previously designated these lawyers as Co-Lead Counsel or Liaison Counsel. ECF No. 88. Proposed Class Counsel have vigorously represented Plaintiffs’ and Class Members’ interests at all times since the inception of this litigation and have secured an outstanding settlement for the Class. Counsel Decl. ¶¶ 9-13, 38, 41, 50. For the same reasons that appointment was appropriate when the Court granted the Rule 23(g) motion, it is appropriate now to appoint Class Counsel for Settlement purposes, as Class Counsel continue to meet all the Fed. R. Civ. P. 23(g)(1)(A) criteria.

#### **V. CONCLUSION**

Plaintiffs respectfully request that the Court: (1) grant preliminary approval to the Settlement; (2) conditionally certify the Settlement Class for settlement purposes only; (3) approve the proposed Summary and Long Form Notices and Notice Plan; (4) approve, set deadlines for, and order the claims, opt out, and objection procedures set forth in the Settlement Agreement; (5) appoint Plaintiffs as Class Representatives; (6) appoint Class Counsel; (7) approve the appointments of the Settlement Administrator and Escrow Agent and the establishment of the Settlement Fund; and (8) schedule a Final Approval Hearing in accordance with the proposed schedule set forth above and in the proposed Preliminary Approval Order.



Dated: July 28, 2025

Respectfully submitted,

/s/ Jeannine M. Kenney  
Jeannine M. Kenney  
**HAUSFELD LLP**  
325 Chestnut St., Ste. 900  
Philadelphia, PA 19106  
jkenney@hausfeld.com

/s/ Andrew W. Ferich  
Andrew W. Ferich  
**AHDOOT & WOLFSON, PC**  
201 King of Prussia Rd., Ste. 650  
Radnor, PA 19087  
aferich@ahdootwolfson.com

/s/ Shauna Itri  
Shauna Itri  
**SEEGER WEISS LLP**  
325 Chestnut St., Ste. 917  
Philadelphia, PA 19106  
sitri@seegerweiss.com

/s/ Erin Green Comite  
Erin Green Comite  
**SCOTT+SCOTT ATTORNEYS  
AT LAW LLP**  
156 S. Main Street  
P.O. Box 192  
Colchester, CT 06415  
ecomite@scott-scott.com

/s/ Roberta D. Liebenberg  
Roberta D. Liebenberg  
**FINE, KAPLAN AND BLACK, RPC**  
One South Broad St., Suite 2300  
Philadelphia, PA 19107  
rliebenberg@finekaplan.com

*Proposed Settlement Class Counsel*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on July 28, 2025, I caused the foregoing Plaintiffs' Memorandum of Law in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement and Release to be filed via ECF which caused service on all counsel of record.

/s/ Shauna Itri