

# Exhibit F

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

*In Re: PharMerica Data Breach Litigation*

Master File No. 3:23-cv-00297-RGJ

*This Document Relates To: All Actions*

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs David Hibbard, Frank Raney, James Young, Holly Williams, Micaela Molina, and Charley Luther, on behalf of themselves and the Settlement Class, on the one hand, and Defendant, on the other hand, as of the last date signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Background**

1. Defendant is a nationwide provider of pharmacy services and operates 180 local and 70,000 backup pharmacies and services healthcare partners and patients in over 3,100 long-term care, senior living, IDD/behavioral health, home infusion, specialty pharmacy, and hospital management programs.

2. Plaintiffs allege that in March of 2023 a cybercriminal ransomware gang targeted PharMerica's computer network and exfiltrated 4.7 terabytes of information.

3. Thereafter, Plaintiffs filed their individual complaints, which were consolidated into the instant matter on July 19, 2023.

4. On October 16, 2023, after reviewing multiple competing motions for appointment, this Court entered an order appointing J. Gerard Stranch, IV of Stranch, Jennings, & Garvey, PLLC

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below.

as Interim Lead Counsel, E. Michelle Drake of Berger Montague, P.C., Gary M. Klinger of Milberg Coleman Phillips Grossman, PLLC, and Lynn A. Toops of CohenMalad, LLP, as Executive Committee Co-Members, and August Herbert of Gary Ice Higdon as Liaison Counsel.

5. On November 30, 2023, Plaintiffs filed their Consolidated Class Action Complaint. Subsequently, on January 12, 2024, Plaintiffs filed their First Amended Consolidated Class Action Complaint.

6. Defendant filed a Motion to Dismiss Plaintiffs' First Amended Consolidated Class Action Complaint on February 12, 2024. The Motion was fully briefed and argued and was ultimately granted as to Plaintiffs' claims of breach of third-party beneficiary contract, breach of fiduciary duty, violations of the Kentucky Consumer Protection Act, violations of the Michigan Identity Theft Protection Act, various claims under California's Unfair Competition Law, and violations of the California Consumer Privacy Act and the California Consumer Records Act, and denied as to Plaintiffs' claims of negligence, breach of implied contract, invasion of privacy, unjust enrichment, and violations of the California Confidentiality of Medical Information Act.

7. Shortly after the Court issued its decision on the Motion to Dismiss, the Parties began to discuss the possibility of resolution through settlement.

8. In furtherance of those discussions, the Parties exchanged informal discovery regarding the Data Incident, including details as to how the incident occurred, who was involved, the specific data elements impacted, liability, and damages.

9. Then, on August 1, 2025, the Parties engaged in formal mediation before Steven R. Jaffe, of Upchurch Watson White & Max, a mediator experienced in handling data breach class actions.

10. The mediation was successful and resulted in the Settlement proposed here.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incidents and the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficient of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

12. “**Action**” means this Action, titled *In Re: PharMerica Data Breach*, Case No. 3:23-cv-00297-RGJ, filed in the United States District Court for the Western District of Kentucky.
13. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement

between the Plaintiffs and Defendant, and all exhibits hereto.

14. **“Application for Attorneys’ Fees, Costs, and Service Awards”** means the application made with the Motion for Final Approval seeking Attorneys’ Fees, Costs, and Service Awards.

15. **“CAFA Notice”** means the Class Action Fairness Act notice which shall be served upon the appropriate state and federal officials, providing notice of the Settlement.

16. **“Cash Payment”** means the cash compensation consisting of Cash Payment A – Documented Losses and/or Cash Payment B – *Pro Rata* Cash, that Settlement Class Members may elect to claim in this Settlement.

17. **“Cash Payment A - Documented Losses”** means the cash compensation consisting of a maximum of \$10,000.00 per Settlement Class Member that all Settlement Class Members who incurred documented losses may claim under Section V herein.

18. **“Cash Payment B – *Pro Rata* Cash”** means the cash compensation consisting of a *pro rata* share of cash from the Net Settlement Fund that all Settlement Class Members may elect to claim under Section V herein.

19. **“Claim”** means the submission of a Claim Form by a Claimant.

20. **“Claim Form”** means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which Claimants must use to submit a Claim for Cash Payments.

21. **“Claim Form Deadline”** shall be fifteen (15) days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible to claim a Cash Payment and/or Credit Monitoring

22. **“Claimant”** means an individual who submits a Claim Form.

23. “**Claim Process**” means the process by which Claimants may submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits.

24. “**Class Counsel**” means J. Gerard Stranch, IV of Stranch Jennings & Garvey, PLLC, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Lynn Toops of CohenMalad, LLP, and E. Michelle Drake of Berger Montague PC.

25. “**Class List**” means the list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator to be used for the provision of Notice using information in its records. The Class List shall include, if available, Settlement Class Members’ names, email addresses, and postal addresses.

26. “**Class Representatives**” means all Plaintiffs the Court approves to serve as representatives of the Settlement Class.

27. “**Court**” means the United States District Court for the Western District of Kentucky.

28. “**Credit Monitoring**” means the one year of Kroll Complete Monitoring that all Settlement Class Members will automatically be entitled to under Section V herein.

29. “**Data Incident**” means the March 2023 Data Incident experienced by Defendant.

30. “**Defendant**” means PharMerica Corporation (“PharMerica”), the defendant in the Action.

31. “**Defendant’s Counsel**” means Casie Collignon of Baker Hostetler LLP.

32. “**Email Notice**” means the email notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator may disseminate to the Settlement Class.

33. “**Effective Date**” means the later of (a) thirty (30) days after entry of the Final

Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

34. **“Escrow Account”** means the interest-bearing account to be established by the Settlement Administrator that will hold the Settlement Fund consistent with the terms and conditions described herein.

35. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

36. **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

37. **“Final Approval Order”** means the final order that the Court enters granting Final Approval of the Settlement.

38. **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and be available to Settlement Class Members by mail upon request made to the Settlement Administrator.

39. **“Motion for Final Approval”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

40. **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

41. **“Net Settlement Fund”** means the funds remaining in the Settlement Fund after

the payment of Settlement Administration Costs, Defendant's past and future data mining costs to determine membership in the Settlement Class, Court-awarded Service Awards, and attorneys' fees, and costs.

42.     **"Notice"** means the Email Notice, Postcard Notice, and Long Form Notice that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

43.     **"Notice Program"** means the methods provided for in this Agreement that may be used for the provision of Notice of the Settlement (Email Notice, Postcard Notice, and Long Form Notice), along with the Settlement Website and Settlement telephone line.

44.     **"Notice of Deficiency"** means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

45.     **"Objection Deadline"** means thirty (30) days before the initial scheduled Final Approval Hearing.

46.     **"Opt-Out Deadline"** means thirty (30) days before the initial scheduled Final Approval Hearing.

47.     **"Party"** means Plaintiffs or Defendant, individually, and "Parties" means Plaintiffs and Defendant, collectively.

48.     **"Plaintiffs"** means David Hibbard, Frank Raney, James Young, Holly Williams, Micaela Molina, and Charley Luther, collectively.

49.     **"Postcard Notice"** means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator may disseminate to members of the Settlement Class.

50.     **"Preliminary Approval"** means the preliminary approval of the Settlement, which

occurs when the Court enters the Preliminary Approval Order.

51. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

52. **“Releases”** means the releases and waiver set forth in Section XIII of this Agreement.

53. **“Released Claims”** means the claims described in Section XIII of this Agreement.

54. **“Released Parties”** means Defendant, and its present and former parents, subsidiaries, divisions, departments, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, associated third Parties, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

55. **“Releasing Parties”** means Plaintiffs and all Settlement Class Members and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys and accounting advisors.

56. **“Service Awards”** shall mean the payment the Court may award the Class Representatives for serving as representatives of the Settlement Class.

57. **“Settlement Administrator”** means Kroll Settlement Administration, LLC or Kroll. The Settlement Administrator shall execute any BAA required by Defendant.

58.     **“Settlement Administration Costs”** means all costs and fees of or incurred by the Settlement Administrator regarding Notice and Settlement administration.

59.     **“Settlement Class”** means all living persons in the United States who were provided notice of the Data Incident. Excluded from the Settlement Class are all persons who are directors and officers of Defendant, governmental entities, anyone who validly and timely opts out of the Settlement, and the judge(s) assigned to the Action, the Judge’s immediate family, and Court staff.

60.     **“Settlement Class Member”** means any member of the Settlement Class who has not validly and timely opted out of the Settlement.

61.     **“Settlement Class Member Benefit”** means the Cash Payments and Credit Monitoring available for Settlement Class Members to elect in this Settlement.

62.     **“Settlement Fund”** means the non-reversionary \$5,275,000.00 all cash fund that Defendant has agreed to pay or cause to be paid under the terms of the Settlement.

63.     **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

64.     **“Valid Claim”** means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a

Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern Time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Settlement Fund**

65. Defendant agrees to fund the \$5,275,000.00 Settlement Fund by paying \$2,000,000.00 into the Escrow Account within thirty (30) days of Preliminary Approval and the remaining \$3,275,000.00 within thirty (30) days of the Effective Date. Prior to funding the initial \$2,000,000.00, the Settlement Administrator shall provide Defendant with payment instructions, a current W-9, and contact information to voice-verify the payment instructions to Defendant.

66. The Settlement Fund shall be used to pay: (1) all Settlement Administration Costs, (2) Defendant's past and future costs of data mining to confirm membership in the Settlement Class; (3) any Service Awards awarded to Class Representatives; and (4) attorneys' fees and costs as awarded to Class Counsel. Following payment of 1-4, Net Settlement Fund shall be divided equally amongst all Settlement Class Members who submitted Valid Claims for Cash Payment B – *Pro Rata* Cash.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times from the creation of the Escrow Account. All interest earned on the funds shall be for the benefit of the Settlement Class.

All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

#### **IV. Certification of the Settlement Class**

68. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only under Rule 23(b)(3). Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a class action settlement; provided however, that if a Final Approval Order is not issued or is reversed on appeal, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement or any negotiations leading to this Agreement in support of any subsequent motion for class certification of any class in the Action.

#### **V. Settlement Consideration**

69. All Settlement Class Members will automatically, without having to file a Claim, receive Credit Monitoring, through Kroll Complete Monitoring. Additionally, all Settlement Class

Members may submit a Claim for Cash Payment A - Documented Losses and Cash Payment B – *Pro Rata* Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against Defendant without receiving a Cash Payment and/or Credit Monitoring, if applicable.

70. ***Cash Payments*** – Claims for Cash Payment A – Documented Losses will be paid on a claims-made basis by the Defendant separate and apart from its obligation to fund the Settlement Fund. Claims for Cash Payment B – *Pro Rata* Cash will be paid out of the Net Settlement Fund and will be paid *pro rata* to claiming Settlement Class Members based upon the total value of the Cash Payment B – *Pro Rata* Valid Claims received.

**a. *Cash Payment A - Documented Losses***

All Settlement Class Members may submit a Claim for a Documented Loss Cash Payment for up to \$10,000.00 per Settlement Class Member upon presentment of documented losses fairly traceable to the Data Incident. To receive a Documented Loss Cash Payment, a Settlement Class Member must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. These losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the applicable Data Incident through the date of claim submission; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with losses must submit documentation supporting their Claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs

incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

**b. Cash Payment B – *Pro Rata* Cash**

Settlement Class Members who submit a Valid Claim for Cash Payment B will receive a *pro rata* share of the cash in the Net Settlement Fund. All Settlement Class Members who submit a Valid Claim will receive the same amount.

71. ***Credit Monitoring*** - In addition to electing Cash Payments, all Settlement Class Members will automatically be entitled to receive one year of Kroll Complete Monitoring with an enrollment code provided on the original Settlement Notice. Kroll Complete Monitoring includes credit monitoring, dark web monitoring, pay day loan monitoring, social security scan, fraud consultation, identity theft restoration services (including victim assistance and customer support), \$1,000,000 of insurance coverage for fraud and/or identity theft with no deductible, credit score reporting, and real-time inquiry alerts. The one-year period will commence when Settlement Class Members use their activation codes. All costs of Credit Monitoring (less administration costs associated with same) will be paid by the Defendant separate and apart from its obligation to fund the Settlement Fund.

72. ***Business Practice Changes*** – The Settling Parties agree that as part of the settlement consideration, PharMerica, has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. It is estimated that the value of these Business Practice Changes is \$2,542,000

annually.

**VI. Settlement Approval**

73. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, after review by Defendant.

74. The Motion for Preliminary Approval shall, among other things, request the Court enter the Preliminary Approval Order, which will, at a minimum: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) appoint Class Counsel to represent the Settlement Class, Plaintiffs as Class Representatives, and the Settlement Administrator to administer the Settlement; (4) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (5) approve the Claim Form and Claims Process; (6) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (7) stay the Action and any related actions pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

**VII. Settlement Administrator**

75. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and herein and comply with all applicable laws.

76. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice

Program, handling the Claims Process, maintaining the Settlement Fund, and distributing the Settlement Class Member Benefits.

77. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by sending CAFA Notice to the necessary Attorney Generals, noticing the Settlement Class by Email Notice and/or Postcard Notice, sending Long Form Notices and paper Claim Forms upon request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and distributing or ensuring the distribution of Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining the Escrow Account;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;
- e. Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;
- f. Responding to any mailed Settlement Class Member inquiries;
- g. Sending Long Form Notices to Settlement Class Members upon their request;
- h. Processing all opt-out requests from the Settlement Class;
- i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency

sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and providing details of the Settlement Class Members benefits claimed, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distributing Cash Payments to Settlement Class Members who selected Cash Payments by electronic means or by paper check;

l. Paying Court-approved attorneys' fees, costs, data mining costs, and Service Awards out of the Settlement Fund;

m. Paying Settlement Administration Costs, including any required taxes, out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel.

78. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator. The Notices may be revised if agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

### **VIII. Notice to the Settlement Class**

79. Defendant will provide the Settlement Administrator with the Class List no later than ten (10) days after entry of the Preliminary Approval Order.

80. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program by sending Email Notices and/or Postcard Notices, depending upon the type of information maintained by Defendant and provided in the Class List.

81. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for individuals in the Settlement Class to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

82. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

83. The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Email Notice and/or Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim, and even if her or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendant relating to the Released Claims.

84. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Email Notice and/or Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

85. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- f. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

- i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding discovery.

86. The Settlement Administrator shall perform reasonable physical address traces for those Email Notices that experience a hard bounce-back or are otherwise identified as undeliverable (if Email Notice is sent) as well updated and current addresses for those Settlement Class Members whose Postcard Notices are returned undeliverable. The Settlement Administrator will attempt to send Postcard Notices to those Settlement Class Members for which physical addresses were identified.

87. The Notice Program shall be completed no later than forty-five (45) days before the initial scheduled date set for the Final Approval Hearing.

## **IX. Claim Process and Disbursement of Cash Payments**

88. The Notice will explain to Settlement Class Members that they may be entitled to Settlement Class Member Benefits, how to obtain Credit Monitoring, and how to submit a Claim Form for Cash Payments.

89. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

90. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is

reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

91. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

92. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claims Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

93. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency

explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

94. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or  
i. The Claim Form otherwise does not comply with the requirements of this Settlement.

95. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

96. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

97. The Settlement Administrator must submit an invoice to Defendant for the collection of payment for Cash Payment A – Documented Losses and Credit Monitoring within thirty (30) days of the Effective Date or as soon as all Claim deficiencies are resolved via the

process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount within thirty (30) days of the invoice.

98. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than seventy-five (75) days after the Effective Date.

99. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have one hundred and eighty (180) days to negotiate the check.

100. The Settlement Administrator will send activation codes and information related to activating their subscription to Kroll Complete Monitoring to all Settlement Class Members for Credit Monitoring with the initial Notice.

101. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

#### **X. Final Approval Order and Final Judgment**

102. Plaintiffs shall file their Motion for Final Approval of the Settlement inclusive of Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, no later than forty-five (45) days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs,

and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement.

103. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Affirm the interim and/or conditional appointments of Class Representatives, Class Counsel, and the Settlement Administrator;
- d. Determine that the Notice Program satisfies Due Process requirements;
- e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- f. Release Defendant and the Released Parties from the Released Claims; and
- g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

## **XI. Service Awards, Attorneys' Fees and Costs**

104. ***Service Awards*** – In recognition of the time and effort the Class Representatives

expended in pursuing the Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in an amount not to exceed \$3,500 each. If approved, the Service Awards shall be paid within thirty (30) days following the Effective Date by the Settlement Administrator out of the Settlement Fund. Class Counsel will instruct the Settlement Administrator where to send the payments. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund.

105. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees of up to \$3,481,750, which equates to 33% of the Settlement Fund and significantly less than one-third of the value of Cash Payment A – Documented Losses, and Credit Monitoring, made available through the Settlement. If approved, \$1,740,750 shall be payable out of the Settlement Fund and \$1,741,000 payable directly from the Defendant, separate and apart from other benefits made available to the Settlement Class. Class Counsel shall also be entitled to seek reimbursement out of the Settlement Fund for reasonable costs incurred. Court-approved attorneys' fees and costs payable from the Settlement Fund shall be distributed by the Settlement Administrator to Class Counsel by wire transfer within thirty 30 days following the Effective Date to an account or accounts designated by Class Counsel. Court-approved attorneys' fees payable directly by the Defendant shall be paid by the Defendant to Class Counsel, following receipt of sufficient tax information and delivery/verification instructions, within thirty (30) days following the Effective Date by wire transfer to an account or accounts designated by Class Counsel.

106. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any

eligibility determinations, distributions, or awards made in accordance with this Settlement.

107. This Settlement is not contingent on the Court's approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement, and there is no agreement that Defendant will not oppose either request.

### **XII. Disposition of Residual Funds**

108. The Settlement is designed to exhaust the Settlement Fund. In the event there are funds remaining in the Settlement Fund, including from uncashed checks, within forty-five (45) days following the 180-day check negotiation period, the Parties will ask the Court to approve the distribution of all remaining funds to a *cy pres* recipient agreed on by the Parties and approved by the Court.

### **XIII. Releases**

109. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from any and all Released Claims, and shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based

upon, or relate to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*; Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

110. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefits, under the Settlement.

111. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

112. The power to enforce any term of this Settlement is not affected by the releases in this section.

**XIV. Termination of Settlement**

113. This Agreement shall be subject to and is conditioned on the occurrence of all the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court having entered the Preliminary Approval Order substantially in the form proposed by the Parties;
- c. The Court having entered the Final Approval Order substantially in the form proposed by the Parties, and all objections, if any, being overruled, and all appeals taken from the Final Approval Order having been resolved in favor of Final Approval;
- d. The Settlement having fewer than fifty (50) opt outs and/or Defendant electing not to terminate based on the number of opt outs; and
- e. The Effective Date having occurred.

114. If any of the conditions specified in the preceding paragraph are not met, then this Agreement may be cancelled and terminated. To the extent either Party elects to terminate the Agreement for failure by the Court to enter the Preliminary Approval Order or Final Approval Order substantially in the form proposed by the Parties, that Party must first, within seven (7) days of entry of the order file a motion requesting that the Court modify or reconsider the relevant order and then, within seven (7) days of a ruling on that motion, inform the other Party of its election to terminate the Agreement. For the avoidance of doubt, any ruling by the Court related to Attorneys' Fees or Service Awards, even if subject to a motion to modify or reconsider, shall not be a basis

for termination of Agreement.

115. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of the Settlement Administrator. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within twenty-one (21) days of termination.

#### **XV. Effect of Termination**

116. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Actions as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

117. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

#### **XVI. No Admission of Liability**

118. This Agreement reflects the Parties' compromise and settlement of disputed claims.

This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaints. Defendant specifically denies that a class could or should be certified in either Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

119. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

120. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement 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.

121. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission

of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

122. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## **XVII. Miscellaneous Provisions**

123. ***Gender and Plurals.*** As used in this Agreement, the masculine or feminine gender, and the singular or plural number, shall each be deemed to include the other whenever the context so indicates.

124. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

125. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

126. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

127. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated

written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any party or any party's representative other than those set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any party, except as provided for herein.

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

129. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Kentucky, without regard to the principles thereof regarding choice of law.

130. ***Counterparts.*** This Agreement 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 Parties do not sign the same counterparts. Original signatures are not required.

131. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released

Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

132. ***Notices.*** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail as follows:

If to Plaintiffs or Class Counsel:

J. Gerard Stanch, IV  
**Stranch, Jennings & Garvey, PLLC**  
223 Rosa L. Parks Ave., Ste. #200  
Nashville, TN 32703  
gstranch@stranchlaw.com

If to Defendant or Defendant's Counsel:

Casie D. Collignon  
**Baker & Hostetler LLP**  
1801 California Street, Suite 4400  
Denver, CO 80202  
ccollignon@bakerlaw.com  
kcronin@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

133. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

134. ***No Waiver.*** The waiver by any party of any breach of this Agreement by another party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

135. ***Authority.*** Class Counsel (for Plaintiffs and the Settlement Class), and Defendant, represent and warrant that the persons signing this Agreement on their behalf have full power and

authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

136. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

137. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or

differences in facts or law, subsequently occurring or otherwise.

138. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

***Signature Page to Follow:***

**CLASS COUNSEL (For Plaintiffs and the Settlement Class)**

**J. GERARD STRANCH, IV**  
STANCH, JENNINGS & GARVEY, PLLC

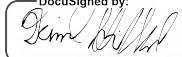
*Gary Klinger*  
**GARY M. KLINGER**  
MILBERG COLEMAN BRYSON PHLLIPS GROSSMAN, PLLC

**LYNN TOOPS**  
COHEN & MALAD, LLP

*SM*

**E. MICHELLE DRAKE**  
BERGER MONTAGUE PC

**PLAINTIFFS**

DocuSigned by:  
  
David Hibbard

**Frank Raney**  
Frank Raney

James Young

Holly Williams

Micaela Molina

Charley Luther

**CLASS COUNSEL (For Plaintiffs and the Settlement Class)**

Signed by:

*J. Gerard Stranch, IV*

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Signed by:  
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**CLASS COUNSEL (For Plaintiffs and the Settlement Class)**

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STANCH, JENNINGS & GARVEY, PLLC

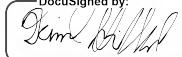
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*SM*

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Charley Luther

**CLASS COUNSEL (For Plaintiffs and the Settlement Class)**

Signed by:

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Micaela Molina

Charley Luther

**PHARMERICA CORPORATION**



By: Allison L. Brown, Deputy General Counsel  
9/24/2025

**COUNSEL FOR PHARMERICA CORPORATION**



**CASIE COLLIGNON**  
BAKER HOSTETLER LLP

**Signature:**   
Frank Haney (Sep 24, 2025 14:43:13 MDT)  
**Email:** will@billybadbird.com

## **EXHIBIT 1**

From:

To:

Subject: Email Notice of Proposed Class Action Settlement

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*In Re: PharMerica Data Breach*  
Case No. 3:23-cv-00297-RGJ

**If you are a living person in the United States who received notice of the Data Incident, you are eligible to receive a Settlement Class Member Benefit from a class action Settlement.**

**Name:** <First Name> <Last Name>  
**Class Member ID:** <>RefNum<>

**Why am I receiving this Email Notice?** You are receiving this email Notice because the records of PharMerica Corporation (Defendant), show that in March of 2023 a cybercriminal ransomware gang known as “Money Message” targeted and breached PharMerica’s computer network and exfiltrated 4.7 terabytes of information, including the sensitive personal and medical information of several million of its own and its healthcare partners’ patients. On March 28, 2023, Money Message claimed responsibility for the attack and posted on the dark web a sample of the patient information they had exfiltrated from PharMerica. The data exfiltrated included at least Plaintiffs’ and Settlement Class Members’ full names, addresses, dates of birth, Social Security Numbers, and medical and health insurance information. You are therefore likely a Settlement Class Member eligible to receive Settlement Class Member Benefit under this Settlement.

**Who is a Settlement Class Member?** You are affected by the Settlement and potentially a Settlement Class Member if you are:

All living persons in the United States who received notice of the Data Incident.

**What does the Settlement provide?** PharMerica agrees to fund a \$5,275,000 Settlement Fund. The Settlement Fund shall be used to pay: (1) all Settlement Administration Costs, (2) PharMerica’s past and future costs of data mining to confirm membership in the Settlement Class; (3) any Service Awards awarded to Class Representatives; and (4) a pre-determined portion of attorneys’ fees and costs awarded to Class Counsel. Following payment of 1-4, Net Settlement Fund shall be divided equally amongst all Settlement Class Members who submitted Valid Claims for Cash Payment B – *Pro Rata* Cash.

The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses, **up to \$10,000 per Settlement Class Member**, with supporting documentation; or (b) Cash Payment B – *Pro Rata* Cash – a ***pro rata* share** of the cash in the Net Settlement Fund; and in addition to a Cash Payment (c) **Credit Monitoring for one (1) year** of Kroll Complete Monitoring. **All Settlement Class Members will automatically, without having to file a Claim, receive Credit Monitoring, through Kroll Complete Monitoring.** Please visit **[here]** for a full description of the Settlement Class Member Benefits.

**How do I submit a Claim Form for a Settlement Class Member Benefit?** You must submit a Claim Form, available at **[here]** to be eligible to receive a Cash Payment. **All Settlement Class Members**

**will automatically, without having to file a Claim, receive Credit Monitoring.** Your completed Claim Form must be submitted online or mailed to the Settlement Administrator at Settlement Administrator - <Case ID>, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX** and **postmarked, by DATE**. You will need the Class Member ID located at the top of this email to submit a Claim.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

**What are my other options?** If you **Do Nothing**, you will automatically receive Credit Monitoring (only if the Settlement is granted Final Approval), you will be legally bound by the terms of the Settlement, and you will release your claims against Defendant and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of the Settlement by <>**Opt-Out Deadline**>> or file an **Objection** to the Settlement by <>**Objection Deadline**>>. Please visit [www.website.com](http://www.website.com) for more information on how to submit a request to opt-out from or object to the Settlement.

**Do I have a lawyer in this case?** Yes, the Court appointed J. Gerard Stranch IV of Stranch Jennings & Garvey, PLLC, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Lynn Toops of Cohen & Malad, LLP, and E. Michelle Drake of Berger Montague to represent you and other Settlement Class Members. You will not be charged directly for these lawyers; instead, the attorneys' fees awarded, subject to Court approval, will be up to \$3,481,750, which equates to 33% of the Settlement Fund and a Service Award of \$3,500 for the Class Representative shall be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's Final Approval Hearing.** The Court is scheduled to hold a Final Approval Hearing on **DATE** at **TIME** ET, to consider whether to approve the Settlement, the attorneys' fees, up to \$3,481,750 and a Service Award of \$3,500 to the Class Representative. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This Email Notice is only a summary. For more information or to change your address, visit [www.website.com](http://www.website.com) or call toll-free **(XXX) XXX-XXXX**

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**

Please monitor <https://www.website.com/> for updates or call **(XXX) XXX-XXXX**.

This email was sent to you because you are a Settlement Class Member. | [Unsubscribe](#)

Please do not reply to this email, it is sent from an unmonitored mailbox.

## **EXHIBIT 2**

Settlement Administrator - **<Case ID>**  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

#: 1055

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

Electronic Service Requested

**LEGAL NOTICE**

If you are a living person in the United States who received notice of the Data Incident, you are eligible to receive a Settlement Class Member Benefit from a class action Settlement

**[www.WEBSITE.com](http://www.WEBSITE.com)**

<<Barcode>>

Class Member ID: <<Refnum>>

**Postal Service: Please do not mark barcode**

<<FirstName>> <<LastName>>  
<<Company>>  
<<Address>>  
<<Address2>>  
<<City>>, <<ST>> <<Zip>>-<<zip4>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In Re: *PharMerica Data Breach*, Case No. 3:23-cv-00297-RGJ  
(United States District Court for the Western District of Kentucky)

# 1056

A proposed Settlement has been reached in the above-entitled class action Settlement. The Action alleges that in March of 2023, a cybercriminal ransomware gang known as "Money Message" targeted and breached PharMerica's computer network and exfiltrated 4.7 terabytes of information, including the sensitive personal and medical information of several million of its own and its healthcare partners' patients. On March 28, 2023, Money Message claimed responsibility for the attack and posted on the dark web a sample of the patient information they had exfiltrated from PharMerica. The data exfiltrated included at least Plaintiffs' and Settlement Class Members' full names, addresses, dates of birth, Social Security Numbers, and medical and health insurance information. Pharmerica denies any wrongdoing whatsoever.

**Who is a Settlement Class Member?** All living persons in the United States who received notice of the Data Incident. Excluded from the Settlement Class are all persons who are directors and officers of PharMerica, governmental entities, and the judge(s) assigned to the Action, the Judge's immediate family, and Court staff and all Settlement Class Members who timely and validly request exclusion from the Settlement Class.

**Settlement Benefits.** If you do not opt-out of the Settlement, you may be entitled to receive Settlement Class Member Benefits by submitting a Claim Form no later than **DATE**, which you can obtain online at [www.website.com](http://www.website.com) or by calling **(XXX) XXX-XXXX**. If eligible, you may submit a Claim for (a) Cash Payment A – Documented Losses, up to \$10,000 per Settlement Class Member, with supporting documentation; or (b) Cash Payment B – Pro Rata Cash – a pro rata share of the cash in the Net Settlement Fund; and in addition to a Cash Payment (c) Credit Monitoring for one (1) year of Kroll Complete Monitoring. **All Settlement Class Members will automatically, without having to file a Claim, receive Credit Monitoring, through Kroll Complete Monitoring.** To receive a Cash Payment, Settlement Class Members must submit a Valid Claim, and the documentation is required to make this Claim.

**Your Options.** You can do nothing and will still receive Credit Monitoring, submit a Claim Form to claim Cash Payments, object to the Settlement or any part of it, or opt-out of the Settlement. If you do anything but opt-out, you will give up the right to sue Defendant on the issues covered by the Settlement. If you opt-out, you will retain the right to sue, but you will not be eligible to receive any of the Settlement Class Member Benefits of the Settlement. Detailed instructions on how to make a Claim, object, or opt-out are available online at [www.website.com](http://www.website.com) or by calling **(XXX) XXX-XXXX**. Objections or requests to opt-out must be postmarked no later than **DATE**.

**Final Approval Hearing.** The Court will hold a Final Approval Hearing on **DATE**, at **TIME** ET at the **United States District Court for the Western District of Kentucky**. The Court will decide at the hearing whether the Settlement is fair, reasonable, and adequate. The Court will also consider a request for reasonable attorneys' fees up to \$3,481,750, which equates to 33% of the Settlement Fund. In addition, Class Counsel may seek a Service Award in the amount of \$3,500 to each Class Representative. You may attend the hearing with your own lawyer at your own expense but you don't have to.

**Need More Information or to Update Your Address?** Visit [www.website.com](http://www.website.com) or call toll-free **(XXX) XXX-XXXX**.

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Postage  
Required

**Settlement Administrator - <Case ID>**  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

&lt;&lt;Barcode&gt;&gt;

Class Member ID: &lt;&lt;Refnum&gt;&gt;

#: 1058

**Address Update**

If you have an address different from where this postcard was mailed to, please write your correct address and email below and return this portion to the address provided on the other side.

**\*\*THIS NOTICE IS NOT A CLAIM FORM\*\***

**DO NOT USE THIS POSTCARD TO FILE A CLAIM, AN EXCLUSION OR OBJECTION.**

Name: \_\_\_\_\_  
First Name \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_

## **EXHIBIT 3**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

United States District Court for the Western District of Kentucky

***In Re: PharMerica Data Breach***  
**Case No. 3:23-cv-00297-RGJ**

**A Court has authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.**

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**If You Are a Living Person in the United States Who Received Notice of the Data Incident, You Are Eligible to Receive a Settlement Class Member Benefit from a Class Action Settlement**

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- A Court authorized this Notice to those that are eligible to receive Settlement Class Member Benefits from a proposed \$5,275,000 class action Settlement. The Action is titled *In Re: PharMerica Data Breach*, Case No. 3:23-cv-00297-RGJ and is pending in the United States District Court for the Western District of Kentucky. The people that filed the class action lawsuit are called Plaintiffs or Class Representatives and the company they sued is PharMerica Corporation (Defendant or PharMerica). PharMerica denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

All living persons in the United States who received notice of the Data Incident.

Excluded from the Settlement Class are all persons who are directors and officers of PharMerica, governmental entities, and the judge(s) assigned to the Action, the Judge's immediate family, and Court staff and all Settlement Class Members who timely and validly request exclusion from the Settlement Class.

- Settlement Class Members under the Settlement Agreement will be eligible to receive:

- ❖ **Cash Payment A – Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for up to a maximum of **\$10,000** per Settlement Class Member that had documented losses related to the Data Incident, upon submission of a Valid Claim and supporting documentation, for the documented losses incurred as a result of the Data Incident; AND
- ❖ **Cash Payment B – *Pro Rata* Cash:** Settlement Class Members who submit a Valid Claim for Cash Payment B will receive a *pro rata* share of the cash in the Net Settlement Fund.

Claims for Cash Payment B – *Pro Rata* Cash will be paid out of the Net Settlement Fund and will be paid *pro rata* to claiming Settlement Class Members based upon the total number of the Cash Payment B – *Pro Rata* Valid Claims received. All Settlement Class Members will receive the same amount.

**ALL SETTLEMENT CLASS MEMBERS WILL AUTOMATICALLY, WITHOUT HAVING TO FILE A CLAIM, RECEIVE:**

- ❖ **Credit Monitoring** – In addition to electing a Cash Payment, all Settlement Class

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

Members will automatically be entitled to receive one (1) year of Kroll Complete Monitoring. Kroll Complete Monitoring includes [REDACTED]. The one (1) year period will commence when Settlement Class Members use their activation codes. All costs of Credit Monitoring will be paid by PharMerica separate and apart from its obligation to fund the Settlement Fund.

- To submit a Claim or obtain more information visit [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX to request a Claim Form no later than <<Claim Form Deadline>>.

**Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

|  | <b>Summary of Legal Rights</b>   | <b>Deadline(s)</b>  |
|--|--|---|
| <b>Submit a Claim Form</b>   | The only way to receive a Cash Payment from the Settlement is to submit a Claim Form. However, all Settlement Class Members <u>automatically</u> receive Credit Monitoring.  | Submitted or postmarked on or before <<Claim Form Deadline>>. |
| <b>Exclude Yourself by Opting Out of the Class</b>                       | Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against PharMerica relating to the Data Incident.  | Mailed and postmarked on or before <<Opt-Out Deadline>>.      |
| <b>Object to the Settlement and/or Attend the Final Approval Hearing</b> | You can write the Court about why you agree or disagree with the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>>, about the fairness of the Settlement, with or without your own attorney. | Mailed and postmarked on or before <<Objection Deadline>>.    |
| <b>Do Nothing</b>  | You will not receive any Cash Payment from this class action Settlement, but will remain a Settlement Class Member and be bound by the Releases, and automatically receive Credit Monitoring.  | N/A   |

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.

- The Court still will have to decide whether to approve the Settlement. Settlement Class Member Benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

## What This Notice Contains

|   |           |
|---|-----------|
| <b>Basic Information .....</b>  | <b>4</b>  |
| <b>Who is in the Settlement .....</b>   | <b>5</b>  |
| <b>The Settlement Class Member Benefits—What You Get if You Qualify .....</b> | <b>5</b>  |
| <b>How Do You Submit a Claim .....</b>  | <b>7</b>  |
| <b>Excluding Yourself from the Settlement .....</b>                           | <b>7</b>  |
| <b>Objecting to the Settlement .....</b>                                      | <b>8</b>  |
| <b>The Lawyers Representing You .....</b>                                     | <b>9</b>  |
| <b>The Court’s Final Approval Hearing .....</b>                               | <b>10</b> |
| <b>If You Do Nothing .....</b>  | <b>11</b> |
| <b>Additional Information .....</b>   | <b>11</b> |

## BASIC INFORMATION

### 1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Judge [REDACTED] of the United States District Court for the Western District of Kentucky is overseeing this case captioned as *In Re: PharMerica Data Breach*, Case No. 3:23-cv-00297-RGJ. The people who brought the lawsuit are called the Class Representatives. The company being sued, PharMerica Corporation is called the Defendant or PharMerica.

### 2. What is the Action about?

PharMerica is a nationwide provider of pharmacy services and operates 180 local and 70,000 backup pharmacies and services healthcare partners and patients in over 3,100 long-term care, senior living, IDD/behavioral health, home infusion, specialty pharmacy, and hospital management programs. As a precondition to receiving healthcare products and services and/or employment from PharMerica, PharMerica collects personally identifiable information and protected health information belonging to its customers and employees.

The Action alleges that in March of 2023 a cybercriminal ransomware gang known as “Money Message” targeted and breached PharMerica’s computer network and exfiltrated 4.7 terabytes of information, including the sensitive personal and medical information of nearly 6 million of its own and its healthcare partners’ patients.

On March 28, 2023, Money Message claimed responsibility for the attack and posted on the dark web a sample of the patient information they had exfiltrated from PharMerica. The data exfiltrated included at least Plaintiffs’ and Settlement Class Members’ full names, addresses, dates of birth, Social Security Numbers, and medical and health insurance information.

PharMerica denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that PharMerica has done anything wrong.

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

In a class action, one or more people called “Class Representatives” or “Plaintiffs” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class,” and the individuals are called “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or PharMerica. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Settlement Class Member if you are a living person in the United States who received notice of the Data Incident.

Excluded from the Settlement Class are all persons who are directors and officers of PharMerica, governmental entities, and the judge(s) assigned to the Action, the Judge's immediate family, and Court staff and all Settlement Class Members who timely and validly request exclusion from the Settlement Class.

### 6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call **(XXX) XXX-XXXX** with questions. You may also write with questions to:

Settlement Administrator - **<Case ID>**  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

## THE SETTLEMENT CLASS MEMBER BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

PharMerica agrees to fund a \$5,275,000 Settlement Fund. The Settlement Fund shall be used to pay: (1) all Settlement Administration Costs, (2) PharMerica's past and future costs of data mining to confirm membership in the Settlement Class; (3) any Service Awards awarded to Class Representatives; and (4) a pre-determined portion of attorneys' fees and costs awarded to Class Counsel. Following payment of 1-4, Net Settlement Fund shall be divided equally amongst all Settlement Class Members who submitted Valid Claims for Cash Payment B – *Pro Rata* Cash.

The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses, up to \$10,000 per Settlement Class Member, with supporting documentation; or (b) Cash Payment B – *Pro Rata* Cash – a *pro rata* share of the cash in the Net Settlement Fund; and in addition to a Cash Payment (c) Credit Monitoring for one (1) year of Kroll Complete Monitoring. **All Settlement Class Members will automatically, without having to file a Claim, receive Credit Monitoring, through Kroll Complete Monitoring.**

### 8. What Settlement Class Member Benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement Class Member Benefits:

- a) **Cash Payment A - Documented Losses:** All Settlement Class Members may submit a Claim for a Documented Loss Cash Payment for up to **\$10,000** per Settlement Class Member, upon submission of a Valid Claim and supporting documentation fairly traceable to the Data Incident;

- To receive a Documented Loss Cash Payment, a Settlement Class Member must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses.
  - These losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the applicable Data Incident through **the date of claim submission**; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges.
- Settlement Class Members with losses must submit documentation supporting their Claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

AND

- b) **Cash Payment B – *Pro Rata* Cash:** Settlement Class Members who submit a Valid Claim for Cash Payment B will receive a *pro rata* share of the cash in the Net Settlement Fund.
  - Claims for Cash Payment B – *Pro Rata* Cash will be paid out of the Net Settlement Fund and will be paid *pro rata* to claiming Settlement Class Members based upon the total number of the Cash Payment B – *Pro Rata* Valid Claims received. All Settlement Class Members will receive the same amount.

AND

**ALL SETTLEMENT CLASS MEMBERS WILL AUTOMATICALLY, WITHOUT HAVING TO FILE A CLAIM, RECEIVE:**

- c) **Credit Monitoring** – In addition to electing a Cash Payment, all Settlement Class Members will automatically be entitled to receive one (1) year of Kroll Complete Monitoring. Kroll Complete Monitoring includes **[REDACTED]**. The one (1) year period will commence when Settlement Class Members use their activation codes. All costs of Credit Monitoring will be paid by PharMerica separate and apart from its obligation to fund the Settlement Fund.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a Settlement Class Member Benefit?

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at [www.website.com](http://www.website.com) or by mail to Settlement Administrator - <Case ID>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <> or by mail postmarked by <>.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

### 10. When will I get my Settlement Class Member Benefit?

The Court will hold a Final Approval Hearing on <>, at <> a.m. ET to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Cash Payments and Credit Monitoring will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

### 11. What am I giving up as part of the Settlement?

PharMerica and its affiliates will receive a Release from all claims that could have been or that were brought against PharMerica relating to the Data Incident. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue PharMerica, and its present and former parents, subsidiaries, divisions, departments, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, associated third Parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section XIII of the Settlement Agreement, which is available at [www.website.com](http://www.website.com). If you have any questions, you can talk to the law firms listed in Question 17 for free or you can talk to your own lawyer.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

### 12. If I exclude myself, can I get a Settlement Class Member Benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

### 13. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue PharMerica and any other Released Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

Parties for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

#### **14. How do I exclude myself from the Settlement?**

To exclude yourself, send a request to opt-out or written notice of intent to opt-out that says you want to be excluded from the Settlement. The request to opt-out must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement even if he or she does not submit a Valid Claim. You must mail your request to opt-out to the Settlement Administrator **postmarked by <>Opt-Out Deadline>>**, to:

Settlement Administrator - <Case ID>  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

#### **OBJECTING TO THE SETTLEMENT**

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

You can tell the Court that you do not agree with the Settlement, and/or Application for Attorneys' Fees, Costs, and Service Awards or some part of it by objecting to the Settlement. For an objection to be a valid objection under the Settlement, it must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses listed below, **postmarked by no later than <>Objection Deadline>>**. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

| Defendant's Counsel   | Class Counsel  |
|---|--|
| Casie D. Collignon<br><b>Baker &amp; Hostetler LLP</b><br>1801 California Street, Suite 4400<br>Denver, CO 80202<br>ccollignon@bakerlaw.com<br>kcronin@bakerlaw.com | J. Gerard Stanch, IV<br><b>Stranch, Jennings &amp; Garvey, PLLC</b><br>223 Rosa L. Parks Ave., Ste. #200<br>Nashville, TN 32703<br>gstranch@stranchlaw.com |
| Clerk of the Court  | Settlement Administrator   |
| Clerk's Office<br>601 W. Broadway, Rm 106<br>Gene Snyder United States Courthouse<br>Louisville, KY 40202   | Settlement Administrator - <Case ID><br>c/o Kroll Settlement Administration LLC<br>P.O. Box XXXX<br>New York, NY 10150-XXXX                                |

Your objection must be written and must include all of the following:

- i) the objector's full name, mailing address, telephone number, and email address (if any);
- ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- iii) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- vi) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- ix) the objector's signature (an attorney's signature is not sufficient).

#### **16. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

#### **THE LAWYERS REPRESENTING YOU**

#### **17. Do I have a lawyer in this case?**

Yes. The Court appointed J. Gerard Stranch IV of Stranch Jennings & Garvey, PLLC, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Lynn Toops of Cohen & Malad, LLP, and E. Michelle Drake of Berger Montague, as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 18. How will the Class Counsel be paid?

Class Counsel shall apply to the Court for an award of attorneys' fees of up to \$3,481,750, which equates to 33% of the Settlement Fund and significantly less than one-third of the value of Cash Payment A – Documented Losses, and Credit Monitoring, made available through the Settlement. If approved, \$1,740,750 shall be payable out of the Settlement Fund and \$1,741,000 payable directly from the Defendant, separate and apart from other benefits made available to the Settlement Class. Class Counsel shall also be entitled to seek reimbursement out of the Settlement Fund for reasonable costs incurred. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will include a request for a Service Award to the Class Representatives in recognition for their contributions to this Action not to exceed \$3,500 per Class Representative, from the Settlement Fund. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund.

Any attorneys' fees, costs and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on <> at <> ET, at the <> Court Address>>, Room <> as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Application for Attorneys' Fees, Costs, and Service Awards payments. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website [www.website.com](http://www.website.com), or calling (XXX) XXX-XXXX.

## 20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 15**, the Court will consider it.

## 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator, at the mailing addresses listed above, **postmarked by no**

later than <<Objection Deadline>>.

## IF YOU DO NOTHING

### 22. What happens if I do nothing?

If you do nothing, you will receive Credit Monitoring under the Settlement, but only if the Settlement is granted Final Approval. In addition, if the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against PharMerica or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

## ADDITIONAL INFORMATION

### 23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.website.com](http://www.website.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at [\(XXX\) XXX-XXXX](tel:(XXX)XXX-XXXX).

### 24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free [\(XXX\) XXX-XXXX](tel:(XXX)XXX-XXXX) or at the Contact page of the Settlement Website:

Settlement Administrator – <Case ID>  
c/o Kroll Settlement Administration LLC  
P.O. Box [XXXX](http://XXXX)  
New York, NY 10150-[XXXX](http://XXXX)

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS  
COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**

**EXHIBIT 4**

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Your Claim must  
be submitted  
online or  
postmarked by:  
**"><<Claim Form  
Deadline>>**

# **CLAIM FORM FOR PHARMERICA DATA INCIDENT**

## **ACTION**

*In Re: PharMerica Data Breach*  
Case No. 3:23-cv-00297-RGJ  
United States District Court for the Western District of Kentucky

# PHARMERICA- C

## **GENERAL INSTRUCTIONS**

You are a Settlement Class Member if you are a living person in the United States received notice of the Data Incident. You may submit a Claim for a Settlement Class Member Benefit, outlined below.

Please refer to the Long Form Notice posted on the Settlement Website [www.Website.com](http://www.Website.com), for more information on submitting a Claim Form and if you part of the Settlement Class.

**To receive a Cash Payment from this Settlement via an electronic payment, you must submit the Claim Form below electronically at [www.Website.com](http://www.Website.com) by <<Claim Form Deadline>>. All Settlement Class Members will automatically, without having to file a Claim, receive Credit Monitoring.**

This Claim Form may also be 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:

Settlement Administrator - <Case ID>  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

Settlement Class Members under the Settlement Agreement will be eligible to receive:

- ❖ **Cash Payment A – Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for up to a maximum of **\$10,000** per Settlement Class Member that had documented losses related to the Data Incident, upon submission of a Valid Claim and supporting documentation, for the documented losses incurred as a result of the Data Incident;

AND

- ❖ **Cash Payment B – *Pro Rata* Cash:** Settlement Class Members who submit a Valid Claim for Cash Payment B will receive a *pro rata* share of the cash in the Net Settlement Fund.

Claims for Cash Payment B – *Pro Rata* Cash will be paid out of the Net Settlement Fund and will be paid *pro rata* to claiming Settlement Class Members based upon the total number of the Cash Payment B – *Pro Rata* Valid Claims received. All Settlement Class Members will receive the same amount.

**ALL SETTLEMENT CLASS MEMBERS WILL AUTOMATICALLY, WITHOUT HAVING TO FILE A CLAIM, RECEIVE:**

**Credit Monitoring** – In addition to electing a Cash Payment, all Settlement Class Members will automatically be entitled to receive one (1) year of Kroll Complete Monitoring. Kroll Complete Monitoring includes [REDACTED]. The one (1) year period will commence when Settlement Class Members use their activation codes. All costs of Credit Monitoring will be paid by PharMerica separate and apart from its obligation to fund

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

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the Settlement Fund.

## I. PAYMENT SELECTION

If you would like to elect to receive your Cash Payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

## II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address:

@

## III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

Check this box to certify if you are a living person in the United States received notice of the Data Incident..

Enter the Class Member ID Number provided on your Email or Postcard Notice:

Class Member ID: 0 0 0 0 0 \_\_\_\_\_

## IV. CASH PAYMENT A - DOCUMENTED LOSSES

All Settlement Class Members may submit a Claim for a Cash Payment for up to \$10,000 per Settlement Class Member upon submission of reasonable documented losses related to the Data Incident.

i. To receive a Documented Loss Cash Payment, a Settlement Class Member must elect Documented Loss Cash Payment on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses.

a. *These losses may include, without limitation, unreimbursed losses relating to fraud or identity*  
Questions? Go to [www.Website.com](http://www.Website.com) or call toll-free (XXX) XXX-XXXX.

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theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the applicable Data Incident through **the date of claim submission**; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges.

Settlement Class Members with losses must submit documentation supporting their Claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

**You must have Documented Losses incurred as a result of the Data Incident and submit documentation to obtain this benefit.**

I have attached documentation showing that the documented losses were more likely than not caused by the Data Incident. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

| Cost Type<br>(Fill all that apply)         | Approximate Date of<br>Documented Losses | Amount of Documented<br>Losses | Description of Supporting<br>Reasonable Documentation<br>(Identify what you are attaching and<br>why) |
|--|--|--------------------------------|---|
| Example: Identity Theft Protection Service | 0 7/17/2 0<br>(mm/dd/yy)                 | \$50.00                        | Copy of identity theft protection service bill  |
|  | __ / __ / __<br>(mm/dd/yy)               | \$ _____ . _____               |   |
|  | __ / __ / __<br>(mm/dd/yy)               | \$ _____ . _____               |   |
|  | __ / __ / __<br>(mm/dd/yy)               | \$ _____ . _____               |   |

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

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#### V. CASH PAYMENT B – *PRO RATA* CASH

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Settlement Class Members who submit a Valid Claim for Cash Payment B will receive a *pro rata* share of the cash in the Net Settlement Fund.

Yes, I choose a *pro rata* Cash Payment.

Claims for Cash Payment B – *Pro Rata* Cash will be paid out of the Net Settlement Fund and will be paid *pro rata* to claiming Settlement Class Members based upon the total number of the Cash Payment B – *Pro Rata* Valid Claims received. All Settlement Class Members will receive the same amount.

**ALL SETTLEMENT CLASS MEMBERS WILL AUTOMATICALLY, WITHOUT HAVING TO FILE  
A CLAIM, RECEIVE CREDIT MONITORING**

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#### VI. ATTESTATION & SIGNATURE

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I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
/ \_\_\_\_\_ / \_\_\_\_\_  
Date

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

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

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## **EXHIBIT 5**

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

*In Re: PharMerica Data Breach  
Litigation*

Master File No. 3:23-cv-00297-RGJ

This Document Relates To:  
All Actions

**[PROPOSED] PRELIMINARY APPROVAL  
ORDER**

Plaintiffs, David Hibbard, Frank Raney, James Young, Holly Williams, Micaela Molina, and Charley Luther, and Defendant, PharMerica Corporation, have entered into a proposed Class Action Settlement Agreement (the "Settlement"). Plaintiffs have moved the Court to grant preliminary approval to the Settlement under Federal Rule of Civil Procedure 23(e), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. Defendant does not oppose the motion.

**ACCORDINGLY, IT IS HEREBY ORDERED:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant (the "Parties").
3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for purposes of entry of judgment, defined as:

[A]ll persons who are directors and officers of Defendant, governmental entities, anyone who validly and timely opts out of the Settlement, and the judge(s) assigned to the Action, the Judge's immediate family, and Court staff.

4. Specifically, the Court finds that the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members;
- c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Data Incident;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit.

5. The Court finds that Plaintiffs are adequate Class Representatives and that J. Gerard Stranch, IV of Stranch, Jennings, & Garvey, PLLC, E. Michelle Drake of Berger Montague, P.C., Gary M. Klinger of Milberg Coleman Phillips Grossman, PLLC, Lynn A. Toops of CohenMalad, LLP, and August Herbert of Gary Ice Higdon are competent Class Counsel. Therefore, the Plaintiffs listed above are appointed as the Class Representatives. Additionally, the Court finds that J. Gerard Stranch, IV of Stranch, Jennings, & Garvey, PLLC, E. Michelle Drake of Berger Montague, P.C., Gary M. Klinger of Milberg Coleman Phillips Grossman, PLLC, Lynn A. Toops of CohenMalad, LLP, and August Herbert of Gary Ice Higdon are appointed as Class Counsel.

6. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- (A) the Class Representatives and Class Counsel have adequately represented the Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class appears adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of the proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3) (the parties have identified none); and
- (D) the proposal treats class members equitably relative to each other.

7. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

8. The Court likewise approves the form and method of notice provided from the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. Specifically, the Court finds that the form and method of notice (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Kentucky Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. The Court appoints Kroll Settlement Administration LLC, as Settlement

Administrator and orders the Settlement Administrator and the Parties to implement the notice program set forth in the Settlement.

10. A final approval hearing (the "Final Approval Hearing") shall be held before the undersigned at \_\_\_\_\_ o'clock, on \_\_\_\_\_, 2026, at 601 W. Broadway Louisville, KY 40202, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Settlement; (b) determining whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved; (c) determining whether a Final Approval Order should be entered; and (d) considering Class Counsel's application for an award of attorneys' fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

11. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

12. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

13. Any Class Member who does not make his or her objection known in the manner provided in the Detailed Notice shall be deemed to have waived such objection and shall forever

be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

14. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

15. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

16. Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials, on the deadline provided in the Settlement.

17. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

18. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

**SO ORDERED.**

Dated:

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Judge Rebecca Grady Jennings  
United States District Court