

EXHIBIT 1

Settlement Agreement

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

DAMON X. MILLER, *individually and
on behalf of all others similarly
situated,*

Plaintiff,

v.

NEXTGEN HEALTHCARE, INC.,

Defendant.

Case No. 1:23-cv-02043-TWT

Hon. Thomas W. Thrash, Jr.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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EXHIBITS

- A. List of Settlement Class Representatives
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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made as of October 20, 2025, by and between, as hereinafter defined, (a) the Settlement Class Representatives,¹ on behalf of themselves and the Settlement Class, and (b) NextGen Healthcare Inc., (“NextGen Healthcare” or “Defendant”). This Agreement fully and finally compromises and settles any and all claims whether known or unknown which were asserted in the Consolidated Class Action Complaint (Doc. 41) in the litigation styled *Miller et al. v. NextGen HealthCare Inc.*, No. 1:23-cv-02043-TWT pending in the Northern District of Georgia, as set forth herein.

1. Recitals

- 1.1. On April 28, 2023, NextGen Healthcare announced that it had detected a third-party, criminal cyberattack in which the attacker was able to gain unauthorized access to patient data.
- 1.2. On May 5, 2023, Plaintiff Damon Miller filed a putative class action complaint against NextGen Healthcare in the United States District Court for the Northern District of Georgia, Atlanta Division, asserting claims arising out of the Data Breach. Thereafter, multiple additional class action lawsuits asserting claims arising out of the Data Breach were filed against NextGen Healthcare: *Benn v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-

¹ All capitalized terms are defined in Section 2 below.

02050 (N.D. Ga. May 8, 2023); *Phillips, et al. v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02067, (N.D. Ga. May 8, 2023); *Artis v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02069, (N.D. Ga. May 8, 2023); *Alturi v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02093 (N.D. Ga. May 10 2023); *Breedlove v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02131 (N.D. Ga. May 10, 2025); *Brown v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02130 (N.D. Ga. May 10, 2023); *Derouin v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02139 (N.D. Ga. May 11, 2023); *James v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02137 (N.D. Ga. May 11, 2023); *Kerr v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02148 (N.D. Ga. May 11, 2023); *Badu v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02160 (N.D. Ga. May 12, 2023); *Pope v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02210 (N.D. Ga. May 16, 2023); *Emery v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02238 (N.D. Ga. Date); *Gordon v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02293 (N.D. Ga. May 22, 2023); *Bundy v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02296 (N.D. Ga. May 22, 2023); and *Ramos v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02504 (N.D. Ga. June 2, 2023). The putative class action lawsuits alleged that NextGen Healthcare had failed to properly protect personal information in accordance with its duties, had inadequate data security, was unjustly enriched by the

use of personal data of the impacted individuals, violated certain state consumer statutes and other laws, and improperly or inadequately notified potentially impacted individuals. The lawsuits were consolidated into the first-filed action, *Miller v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02043, before United States District Court Judge Thomas W. Thrash. Doc. 18.

- 1.3. On September 27, 2023, the Court entered an Order appointing Interim Class Counsel and authorized them to litigate all pretrial proceedings and to conduct settlement negotiations on behalf of Plaintiffs and absent putative class members that now comprise the Settlement Class. Doc. 24.
- 1.4. Plaintiffs filed their Consolidated Class Action Complaint on December 11, 2023, which is the operative complaint in the Action (the “Complaint”). Doc. 41.
- 1.5. Class Counsel engaged several experts to support their efforts in the Action, conducted a detailed investigation of the factual and legal claims presented in the Complaint, and interviewed a number of Data Breach victims in preparation for filing the Complaint.
- 1.6. The Complaint alleges that NextGen Healthcare failed to take reasonable steps to safeguard and protect Plaintiffs’ and Class Members’ Personal Information. Plaintiffs asserted a variety of common law and statutory

claims arising out of the Data Breach, including claims for negligence, negligence per se, unjust enrichment, invasion of privacy/intrusion upon seclusion, breach of implied contract, breach of bailment, breach of fiduciary duty, violation of O.C.G.A. § 13-6-11, declaratory and injunctive relief, and for recovery for alleged violations of certain consumer protection statutes. Plaintiffs sought to recover actual damages, statutory damages, punitive damages, and attorneys' fees, in addition to equitable relief. Plaintiffs brought these claims on behalf of a nationwide class and various state-specific subclasses of individuals whose Personal Information was allegedly compromised in the Data Breach.

- 1.7. On January 23, 2024, NextGen Healthcare moved to dismiss Counts III through XXV in Plaintiffs' Consolidated Class Action Complaint. Doc. 60. On July 25, 2024, the Court entered its Order granting in part and denying in part the Motion to Dismiss. Doc. 104.
- 1.8. NextGen Healthcare denies all material allegations of the Complaint and specifically denies that it failed to properly protect personal information in accordance with its duties, had inadequate data security, was unjustly enriched by the use of personal data of the impacted individuals, violated state consumer statutes and other laws, and improperly or inadequately notified potentially impacted individuals.

- 1.9. The Parties' Counsel are experienced litigators in the data breach field. The Parties conducted extensive discovery, including exchanging extensive confidential and highly confidential information related to the Data Breach and the named Plaintiffs in the Complaint. All named Plaintiffs (except Bailey, who was voluntarily dismissed prior to her deposition) and a number of NextGen Healthcare's employees were deposed. This fulsome discovery process enabled the Parties to assess the case and meaningfully engage in arm's-length settlement negotiations. These discussions eventually led to a mediation before the Hon. Layne R. Phillips (Ret.), a former United States District Judge now mediating cases through Phillips ADR Enterprises (PADRE) in Orange County, CA and in New York, NY. The mediation took place over two full days on June 20, 2025 and August 6, 2025, and concluded with the Parties executing a binding term sheet, to be superseded by this Agreement.
- 1.10. The Parties recognize the expense and length of proceedings necessary to continue litigation of the Action through further motion practice, discovery, trial, and any possible appeals. The Parties have taken into account the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the

claims alleged in the Action and the defenses thereto. Based upon their investigation, discovery, and motion practice, as set forth above, the Parties have determined that the settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable, and adequate. The Parties have therefore agreed to settle the claims asserted in the Action pursuant to the terms and provisions of this Agreement, subject to Court approval.

- 1.11. It is the intention of the Parties to resolve the disputes and claims which they have between them on the terms set forth below.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

2. Definitions

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

- 2.1. **“Action”** means the consolidated class action captioned *Miller v. NextGen Healthcare Inc.*, No. 1:23-cv-02043-TWT.

- 2.2. **“Administrative Costs”** means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement.
- 2.3. **“Agreement”** or **“Settlement Agreement”** means this Class Action Settlement Agreement and Release and its exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.
- 2.4. **“Attorneys’ Fees”** means the attorneys’ fees that Class Counsel request the Court to approve for payment from the Settlement Fund as compensation for work in prosecuting and settling the Action.
- 2.5. **“Business Days”** means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the U.S. federal government.
- 2.6. **“California Settlement Subclass”** means any Settlement Class Member (defined below) that was a resident of the State of California on March 29, 2023.
- 2.7. **“Class Counsel”** means Norman E. Siegel of Stueve Siegel Hanson LLP, J. Cameron Tribble of The Barnes Law Group, LLC, and MaryBeth V. Gibson of Gibson Consumer Law Group, LLC.

- 2.8. **“Class List”** means the list of individuals in the United States which shows whose information NextGen Healthcare determined was unlawfully exfiltrated during the Data Breach (defined below) and which was used to provide notice of the Data Breach.
- 2.9. **“Complaint”** means the operative Consolidated Class Action Complaint, at Docket Entry Number 41, filed in the Action on December 11, 2023.
- 2.10. **“Court”** means the United States District Court for the Northern District of Georgia, Atlanta Division, where the Action is pending.
- 2.11. **“Data Breach”** means the cybersecurity incident announced by NextGen Healthcare on or about April 28, 2023, which is the subject of the Action.
- 2.12. **“Defendant”** means NextGen Healthcare, as defined in Section 2.20.
- 2.13. **“Effective Date”** means the date when all of the conditions set forth in Section 6.1 of this Agreement have occurred; provided that the Parties have not exercised their respective rights of termination Section 6.2 of this Agreement.
- 2.14. **“Entity”** means any corporation, partnership, limited liability company, association, trust, or other organization of any type.
- 2.15. **“Expenses”** means the reasonable costs and expenses incurred in litigating the Action that Class Counsel request the Court to approve for payment from the Settlement Fund.

- 2.16. **“Final Approval”** means entry of a Final Approval Order and Judgment.
- 2.17. **“Final Approval Hearing”** means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to enter a Final Approval Order and Judgment. The Final Approval Order and Judgment shall be entered no earlier than ninety (90) days after the CAFA notices are mailed to ensure compliance with 28 U.S.C. § 1715.
- 2.18. **“Final Approval Order and Judgment”** means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Action with prejudice, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, and satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects.
- 2.19. **“Judgment”** means the Final Approval Order and Judgment.
- 2.20. **“NextGen Healthcare”** means NextGen Healthcare, Inc.

- 2.21. **“NextGen Healthcare’s Counsel”** means NextGen Healthcare’s counsel of record in the Action from the law firm of Sheppard Mullin Richter & Hampton LLP and Jones & Walden LLC.
- 2.22. **“Notice Costs”** means all reasonable costs and expenses incurred in connection with implementing and executing the Notice Plan.
- 2.23. **“Notice Date”** means the date by which notice will be fully commenced, which shall be sixty (60) days after the Court enters the Preliminary Approval Order.
- 2.24. **“Notice Plan”** means the Settlement notice program to be presented by Class Counsel to the Court for approval in connection with a motion seeking a Preliminary Approval Order.
- 2.25. **“Objection Deadline”** means the deadline by which written objections to the Settlement must be filed with the Court. Such deadline shall be forty-five (45) days after the Notice Date.
- 2.26. **“Opt-Out Deadline”** means the deadline by which written requests for exclusion from the Settlement must be submitted online or postmarked as set forth in the Preliminary Approval Order. Such deadline shall be forty-five (45) days after the Notice Date.
- 2.27. **“Parties”** means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and NextGen Healthcare.

- 2.28. **“Parties’ Counsel”** means Class Counsel and NextGen Healthcare’s Counsel.
- 2.29. **“Preliminary Approval Order”** means the Court’s order preliminarily approving the Settlement Agreement, and among other things, ordering that notice be provided to the Settlement Class, and in the form of or materially in the form of the proposed Preliminary Approval Order attached as Exhibit B.
- 2.30. **“Released Claims”** means any and all claims, for relief, lawsuits, charges, complaints, debts, liens, contracts, agreements, promises, liabilities, demands, damages, losses, rights, benefits, obligations, attorneys’ fees, costs or expenses of any kind or nature whatsoever, in law, equity or otherwise, arising before, as of or after the Effective Date, whether known or unknown, which were asserted in the Consolidated Class Action Complaint (Doc. 41) in the Litigation or that otherwise relate to the Data Breach, whether based on contract, tort, statute, or any other legal theory, in each case, against NextGen Healthcare, Inc. and its present and former parents, subsidiaries, divisions, departments, affiliates, 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, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on behalf of any of the foregoing in their capacity as such.

2.31. **“Released Parties”** means NextGen Healthcare and its present and former parents, subsidiaries, divisions, departments, affiliates, 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, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on behalf of any of the foregoing in their capacity as such.

2.32. **“Releasing Parties”** means the Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement.

2.33. **“Service Awards”** means any payments made, subject to Court approval, to Settlement Class Representatives.

- 2.34. **“Settlement”** means the settlement of the Action by and between the Parties, and the terms and conditions thereof as stated in this Agreement.
- 2.35. **“Settlement Administrator”** means Kroll Settlement Administration LLC (“Kroll”), which was selected by Class Counsel and agreed upon by the Parties and which has experience in class action settlement notice and administration, including data breach class action settlement notice and administration, and who has been retained by Class Counsel to carry out the Notice Plan, claims administration, and all other tasks relating to the settlement administration. A different Settlement Administrator may be substituted if approved by NextGen Healthcare, Inc. and order of the Court.
- 2.36. **“Settlement Benefits Plan”** means the plan for processing claims for and distributing Settlement benefits to Settlement Class Members, which shall be presented by Class Counsel to the Court for approval in connection with a motion seeking a Preliminary Approval Order.
- 2.37. **“Settlement Class”** means the approximately 1,049,396 persons in the United States identified by NextGen Healthcare whose personally-identifying information (“PII”) was impacted by the Data Breach, including the California Settlement Subclass, as reflected in the Class List. Excluded from the Settlement Class are (i) NextGen Healthcare, any entity in which NextGen Healthcare has a controlling interest, and NextGen Healthcare’s

officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

2.38. **“Settlement Class Member” or “Member of the Settlement Class”** means any person within the definition of Settlement Class and Subclass as defined in Sections 2.37 and 2.6.

2.39. **“Settlement Class Representatives”** means the individuals identified in Exhibit A.

2.40. **“Settlement Fund”** means the nineteen million three hundred seventy-five thousand United States Dollars (\$19,375,000) that NextGen Healthcare shall pay pursuant to Section 3 of this Agreement.

2.41. **“Settlement Fund Account”** means the account described in Section 4 of this Agreement.

2.42. **“Settlement Website”** means the website the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including a customary version of the Claim Form and shall include a fair

summary of the Parties' respective litigation positions, the general terms of the Settlement, instructions for how to object or opt-out of the Settlement, the process and instructions for making Settlement Claims, and the date, time and place of the Final Approval Hearing; this Agreement; Plaintiffs' motion for preliminary approval of the Settlement; the Preliminary Approval Order; Class Counsel's motion for attorneys' fees and expenses; and Plaintiffs' motion for final approval of the Settlement. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator. The Settlement Website shall not include any advertising, will be indexed so that it is searchable, and shall remain operational until at least 30 days after all Settlement benefits under this Agreement have been distributed.

- 2.43. **"Taxes"** means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties' Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a

government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

3. Settlement Fund

- 3.1. NextGen Healthcare agrees to make a non-reversionary settlement payment of nineteen million three hundred seventy-five thousand United States Dollars (\$19,375,000) and deposit that settlement payment into the Settlement Fund as follows: within thirty (30) calendar days of the Court entering a Preliminary Approval Order, NextGen Healthcare shall pay nineteen million three hundred seventy-five thousand (\$19,375,000) into the Settlement Fund. In no event shall NextGen Healthcare's economic or non-economic liability or obligations under the Agreement exceed the total value of the Settlement Fund as set forth herein.
- 3.2. The Settlement Fund shall be used to pay for (i) Notice Costs; (ii) Administrative Costs; (iii) Service Awards approved by the Court; (iv) Attorneys' Fees and Expenses approved by the Court; and (v) Settlement benefits for the Settlement Class as provided for in the Settlement Benefits

Plan to be filed by Class Counsel and approved by the Court. No funds shall revert to NextGen Healthcare with the sole exception that if the Effective Date does not occur or the Settlement is terminated in accordance with its terms, then NextGen Healthcare shall be entitled to the amounts as set forth in Section 6.4.1.

- 3.3. Class Counsel and/or the Settlement Administrator shall timely furnish to NextGen Healthcare any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) before the deadline for making the Settlement payments set forth in Section 3.1.

4. Settlement Fund Account

- 4.1. The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator.
- 4.2. All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.
- 4.3. All interest on the funds in the Settlement Fund Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal

Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes and Tax-Related Expenses.

- 4.4. No amounts may be withdrawn from the Settlement Fund Account unless (i) authorized by this Agreement; (ii) authorized by the Settlement Benefits Plan or Notice Plan, after approval by the Court; or (iii) otherwise approved by the Court.
- 4.5. The Parties agree that the Settlement Fund Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.
- 4.6. Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide NextGen

Healthcare with that employer identification number on a properly completed and signed IRS Form W-9.

- 4.7. The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be considered Administrative Costs and paid from the Settlement Fund.

- 4.8. All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account, shall be considered to be an Administrative Cost of the Settlement, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

5. Presentation of Settlement to the Court

- 5.1. On or before October 21, 2025 or as soon as practicable after the execution of the Settlement Agreement, the Settlement Class Representatives and Class Counsel shall file this Agreement along with a motion seeking a Preliminary Approval Order pursuant to the requirements of Federal Rule of Civil Procedure 23(e)(1) requesting, among other things:
- 5.1.1. Preliminary certification of the Settlement Class for settlement purposes only;
 - 5.1.2. Preliminary approval of the Settlement Agreement;
 - 5.1.3. Appointment of Norman E. Siegel of Stueve Siegel Hanson, LLP, J. Cameron Tribble of Barnes Law Group, and MaryBeth V. Gibson of Gibson Consumer Law Group, LLC as Class Counsel;

- 5.1.4. Appointment of the Settlement Class Representatives as the settlement class representatives;
 - 5.1.5. Approval of the Notice Plan;
 - 5.1.6. Approval of the Settlement Benefits Plan; and
 - 5.1.8. Appointment of the Settlement Administrator.
- 5.2. The Long Notice, Short Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed by the Parties after submission to the Court.
- 5.3. After entry by the Court of a Preliminary Approval Order, and no later than fourteen (14) days before the Final Approval Hearing, Settlement Class Representatives shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order and Judgment, including a request that the preliminary certification of the Settlement Class for settlement purposes be made final.

6. Effective Date and Termination

- 6.1. The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:
- 6.1.1. The Parties execute this Agreement;
 - 6.1.2. The Court enters the Preliminary Approval Order without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached

as Exhibit B, which shall include approval of the Notice Plan and Settlement Benefits Plan to be proposed by Class Counsel;

6.1.3. Notice is provided to the Settlement Class in accordance with the Preliminary Approval Order and Notice Plan;

6.1.4. The Court enters the Final Approval Order and Judgment consistent with the requirements as set forth in Section 2.18; and

6.1.5. The Final Approval Order and Judgment has become final because (i) the time for appeal, petition, rehearing, or other review has expired; or (ii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.

6.2. This Settlement may be terminated by either Settlement Class Representatives or NextGen Healthcare by serving on counsel for the opposing Party and filing with the Court a written notice of termination within ten (10) Business Days (or such longer time as may be agreed between Class Counsel and NextGen Healthcare) after any of the following occurrences:

- 6.2.1. Class Counsel and NextGen Healthcare mutually agree to termination before the Effective Date;
 - 6.2.2. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Settlement Agreement;
 - 6.2.3. An appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
 - 6.2.4. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the proposed Final Approval Order and Judgment, or the Settlement; or
 - 6.2.5. The Effective Date does not occur.
- 6.3. Notwithstanding Sections 6.2.2-6.2.4, if the Parties fail to obtain Preliminary Approval or Final Approval of the Settlement, or if the Final Approval Order and Judgment is not upheld on appeal, the Parties shall negotiate in good faith in an attempt to modify the Settlement in a manner to effectuate the terms of this Agreement to obtain Preliminary Approval and Final Approval. If the Parties are unable to reach an agreement to modify the Settlement consistent with this Section, then either Party may

terminate this Agreement by providing written notice of termination, as provided for in Sections 6.2.2-6.2.4.

6.4. If this Agreement is terminated under Section 6.2 above, the following shall occur:

6.4.1. Within ten (10) Business Days of receiving notice of a termination event from NextGen Healthcare's Counsel and Settlement Class Counsel, the Settlement Administrator shall pay to NextGen Healthcare an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Administrative Costs or Notice Costs already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;

6.4.2. The Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement;

6.4.3. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or entity in support of claims or defenses or in support or in opposition to a future class certification motion in connection with any

further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

- 6.4.4. This Agreement shall become null and void, and the fact of this Settlement and that NextGen Healthcare did not oppose certification of the Settlement Class shall not be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a future class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim.

7. Settlement Benefits Plan

- 7.1. In connection with a motion seeking a Preliminary Approval Order, Class Counsel shall present to the Court for approval the Settlement Benefits Plan, which shall describe in detail, among other things, the benefits available to Settlement Class Members, and the process and timing for submitting claims for such benefits. The Settlement Benefits Plan will provide that any excess funds and/or uncashed checks will be used to extend the monitoring period (if practicable) and/or will be subject to cy pres distribution to a non-profit cybersecurity organization to be negotiated by the Parties and approved by the Court.

- 7.2. The Settlement Administrator shall be responsible for implementing and executing the Settlement Benefits Plan and transmitting distributions to Settlement Class Members after the Effective Date.

8. Duties of Settlement Administrator

- 8.1. The Parties agree that Class Counsel will retain, subject to Court approval, an independent Settlement Administrator. NextGen Healthcare shall have approval rights with regard to the Settlement Administrator retained by Class Counsel, with such approval not to be unreasonably withheld. The Settlement Administrator shall perform the functions specified in this Agreement, any functions specified in the Notice Plan or Settlement Benefits Plan after Court approval, and any other functions approved by the Court. In addition to other responsibilities that are described elsewhere in this Agreement (and in the Notice Plan and Settlement Benefits Plan, once approved by the Court), the duties of the Settlement Administrator shall include:
- 8.1.1. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
 - 8.1.2. Establishing a reasonably practical procedure, using information obtained from NextGen Healthcare pursuant to Section 9.2, to verify that claimants are Settlement Class Members;

- 8.1.3. Establishing and maintaining a post office box for receiving requests for exclusion from the Settlement;
- 8.1.4. Establishing and maintaining a Settlement Website;
- 8.1.5. Responding to Settlement Class Member inquiries via U.S. mail, email, and telephone;
- 8.1.6. Establishing a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- 8.1.7. Paying all Taxes relating to the Settlement Fund and Settlement Fund Account;
- 8.1.8. Receiving and processing all written requests for exclusion from the Settlement and providing copies thereof to the Parties' Counsel. If the Settlement Administrator receives any requests for exclusion or other requests after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to the Parties' Counsel;
- 8.1.9. Providing weekly reports that summarize the number of claims, written requests for exclusion, objections, and any other information requested by the Parties' Counsel;
- 8.1.10. Within five (5) Business Days after the Opt-Out Deadline, providing a final report to the Parties' Counsel summarizing the number of written requests

for exclusion (i.e., requests to opt out) and any other information requested by the Parties' Counsel;

8.1.11. After the Effective Date, processing and transmitting distributions to Settlement Class Members;

8.1.12. Prior to the Final Approval Hearing, preparing and executing an affidavit to submit to the Court that identifies each Settlement Class Member who timely and validly requested exclusion from the Settlement; and

8.1.13. Performing any other functions that are necessary to accomplish administration of the Settlement.

8.2. As specified in Section 3.2, all Administrative Costs incurred by the Settlement Administrator or otherwise in connection with administering the Settlement shall be paid from the Settlement Fund.

8.3. Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan or Settlement Benefits Plan once approved by the Court.

8.4. The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in

connection with its performance of its duties under this Agreement, or under the Notice Plan or Settlement Benefits Plan once approved by the Court.

9. Notice Plan

- 9.1. In connection with a motion seeking a Preliminary Approval Order, Class Counsel shall present the Notice Plan to the Court for approval, which shall describe in detail the process for implementing and executing a plan to notify Settlement Class Members of, among other things, (i) the Settlement, (ii) the availability and process for claiming benefits under the Settlement Benefits Plan, and (iii) the procedure for Settlement Class Members to object to the Settlement and request exclusion from the Settlement.
- 9.2. The Settlement Administrator shall be responsible for implementing and executing the Notice Plan. Within thirty (30) days after the Court's entry of a Preliminary Approval Order, NextGen Healthcare shall provide to the Settlement Administrator a Class List, which shall include Settlement Class Members' full names, current addresses, and email addresses (to the extent available) as reflected in NextGen Healthcare's records.
- 9.3. As specified in Section 3.2, all Notice Costs incurred by the Settlement Administrator or otherwise relating to the Notice Plan shall be paid from the Settlement Fund. To the extent NextGen Healthcare fails to satisfy its obligation to provide the Class List as set forth in Section 9.2, NextGen

Healthcare will be responsible for any additional Notice Costs directly attributable to the failure.

10.CAFA Notice

10.1. NextGen Healthcare will serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, not later than ten (10) days after this Agreement is filed with the Court.

11.Representations and Warranties

11.1. Each Party represents that:

- (i) such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;
- (ii) such Party is voluntarily entering into the Agreement as a result of arm's-length negotiations conducted by its counsel;
- (iii) such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;
- (iv) such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;
- (v) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;
- (vi) except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Agreement by

representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Agreement;

- (vii) each of the Parties assumes the risk of mistake as to facts or law;
- (viii) this Agreement constitutes a valid, binding, and enforceable agreement; and
- (ix) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

12. Releases

- 12.1. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties and any of their current, former, and future affiliates, parents, subsidiaries, representatives, officers, agents, directors, employees, contractors, shareholders, vendors, insurers, reinsurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement.
- 12.2. The Released Parties will release and discharge Settlement Class Members, Settlement Class Representatives, and Class Counsel from any claims that arise out of or relate in any way to the institution, prosecution, or settlement

of the Action, except for claims relating to the enforcement of the Settlement or this Agreement or claims for breach of this Agreement.

12.3. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

12.4. Within ten (10) Business Days after the Effective Date, Class Counsel and the Settlement Class Representatives shall dismiss with prejudice all claims, Actions, or proceedings that are released pursuant to this Agreement.

13.No Admission of Wrongdoing

- 13.1. This Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. This Agreement shall not be offered or received against NextGen Healthcare as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by NextGen Healthcare with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of NextGen Healthcare.
- 13.2. This Agreement shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defenses asserted by NextGen Healthcare have any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund.
- 13.3. The negotiation, terms, and entry of the Parties into this Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, all similar

state statutes, rules of evidence, and arbitral rules, and the mediation privilege.

14.Opt-Outs

14.1. Any individual who wishes to exclude themselves (or the minor child for whom they have the authority to act as a legal representative) from the Settlement must submit a written request for exclusion to the Settlement Administrator, which shall be postmarked no later than the Opt-Out Deadline or submitted online through the claims portal and verified no later than the Opt-Out Deadline.

14.2. The written request for exclusion must:

- (i) Identify the case name and number of the Action;
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion (or by the legal representative of a minor child with authority to so act);
- (iv) Include a statement clearly indicating the individual's intent to be excluded (or to exclude the minor) from the Settlement; and
- (v) Request exclusion only for that one individual identified by the request.

14.3. To be effective and valid, opt-out requests submitted online must verify the request to opt-out no later than the Opt-Out Deadline using the link sent to the individual who submitted the request for exclusion.

- 14.4. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.
- 14.5. Any individual who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement.
- 14.6. Any individual on the Class List who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

15.Objections

- 15.1. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order.
- 15.2. The written objection must include:
 - (i) The case name and number of the Action;
 - (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;

- (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- (v) Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Breach, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- (vi) A statement of the specific grounds for the objection, including any evidence or legal authority the Settlement Class Member wishes to bring to the court's attention;
- (vii) Be personally signed by the individual seeking to object (or by the legal representative of a minor child with authority to so act); and
- (viii) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

15.3. In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

- 15.4. Class Counsel and/or NextGen Healthcare may respond to objections, if any, by means of a memorandum of law, filed and served prior to the Final Approval Hearing.
- 15.5. Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

16. Service Awards

- 16.1. The Settlement Class Representatives and Class Counsel shall submit a request to the Court for payment of Service Awards, not to exceed two thousand five hundred United States Dollars (\$2,500) per individual, to the Settlement Class Representatives. Any request for Service Awards must be filed with the Court at least twenty-one (21) days before the Objection Deadline. If approved by the Court, such Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within twenty-one (21) Business Days after the Effective Date.

- 16.2. NextGen Healthcare agrees not to oppose any request to the Court for Service Awards, provided such request does not seek more than two thousand five hundred United States Dollars (\$2,500) per individual.
- 16.3. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Service Awards. If the Court declines to approve, in whole or in part, a request for Service Awards, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Service Awards, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

17. Attorneys' Fees and Expenses

- 17.1. Class Counsel shall submit a request to the Court for payment of Attorneys' Fees, and for reimbursement of Expenses incurred in prosecuting and settling the Action. Any request for Attorneys' Fees and Expenses must be filed with the Court at least twenty-one (21) days before the Objection Deadline. If approved by the Court, such Attorneys' Fees and Expenses shall be paid by the Settlement Administrator from the Settlement Fund within twenty-one (21) Business Days after the Effective Date.

- 17.2. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Attorneys' Fees or Expenses. If the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Attorneys' Fees or Expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.
- 17.4 Unless otherwise ordered by the Court, Class Counsel shall have sole discretion to allocate the amount of any approved Attorneys' Fees and Expenses amongst counsel who have appeared on behalf of Plaintiffs, including those who were appointed by the Court and have served on the Plaintiff's Steering Committee. Defendant shall have no liability or other responsibility for allocation of the Attorneys' Fees and Expenses.

18. Confidentiality

- 18.1. The Parties and the Parties' Counsel agree that the terms of this Settlement shall remain confidential and not be disclosed until the Agreement is publicly filed in connection with the Settlement Class Representatives' motion seeking a Preliminary Approval Order. Notwithstanding the

foregoing, NextGen Healthcare may disclose this Agreement for legal, compliance, and regulatory-related purposes.

19. Notices

- 19.1. All notices to Class Counsel provided for in this Agreement shall be sent by either e-mail or First Class mail to the following:

Norman E. Siegel
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112
siegel@stuevesiegel.com

MaryBeth V. Gibson
GIBSON CONSUMER LAW GROUP, LLC
4279 Roswell Road, Suite 208
Atlanta, Georgia 30342
marybeth@gibsonconsumerlawgroup.com

J. Cameron Tribble
THE BARNES LAW GROUP, LLC
31 Atlanta Street
Marietta, Georgia 30060
ctribble@barneslawgroup.com

- 19.2. All notices to NextGen Healthcare or NextGen Healthcare's Counsel provided for in this Agreement shall be sent by either e-mail or First Class mail to the following:

Kari Rollins
Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112
krollins@sheppardmullin.com

Abby Meyer
Sheppard Mullin Richter & Hampton LLP
650 Town Center Drive, 10th Floor
Costa Mesa, CA 92626
ameyer@sheppardmullin.com

- 19.3. All notices to the Settlement Administrator provided for in this Agreement shall be sent by either e-mail or First Class mail to the following:

NGH Data Breach Litigation
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

- 19.4. The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement website.

20. Miscellaneous Provisions

- 20.1. Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.
- 20.2. Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement.
- 20.3. Contact with Settlement Class Members. The Parties agree that Class Counsel may communicate with Settlement Class Members regarding the

Settlement, and NextGen Healthcare shall not interfere with such communication. Notwithstanding the foregoing, all information shared during discovery remains subject to the Discovery Orders entered at Doc. Nos. 85, 128, and 129.

- 20.4. Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the exhibits hereto, are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.
- 20.5. Recitals. The recitals set forth above in Section 1 shall be and hereby are terms of this Agreement as if set forth herein.
- 20.6. Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 20.7. Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants expressly contained and memorialized herein.

- 20.8. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 20.9. Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and any canon of contract interpretation to the contrary shall not be applied.
- 20.10. Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by an express writing signed by the Parties who executed this Agreement, or their successors. Following the Effective Date, this Agreement may not be modified or amended, nor may any of its provisions be waived, absent a court order.
- 20.11. Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party

in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

- 20.12. Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.
- 20.13. Counterparts. This Agreement may be executed using DocuSign. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.
- 20.14. Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail (unless the e-mail sender receives notification that the electronic mail failed to be delivered).

- 20.15. Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors, and assigns of the Parties hereto.
- 20.16. Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 20.17. Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of Georgia, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 20.18. Confidentiality of Class List. The Settlement Administrator shall use the Class List solely for purposes of fulfilling its duties and obligations under the Settlement. The Settlement Administrator shall treat the Class List as Highly Confidential Attorneys Eyes Only and shall keep the Class List confidential and shall not disclose the Class List except to its agents to the extent necessary to fulfill its duties and obligations under the Settlement.
- 20.19. Interpretation. The following rules of interpretation shall apply to this Agreement:
- (i) Definitions apply to the singular and plural forms of each term defined.
 - (ii) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

- (iii) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

20.20. Fair and Reasonable. The Parties and the Parties’ Counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and in the best interest of the Parties. The Parties have arrived at this Agreement as a result of extensive arms-length negotiations.

20.21. Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement. The Court shall have and retain exclusive jurisdiction over any suit, action, proceeding, or dispute regarding any allocation of any amount awarded by the Court of the Attorneys’ Fees and Expenses.

20.22. Confidentiality of Discovery Material. The Parties, the Parties’ Counsel, and any retained or consulting experts, agree that each of them remain subject to the Court’s Protective Order with respect to any discovery materials produced formally or informally thereunder.

20.23. No Government Third-Party Rights or Beneficiaries. No government agency or official can claim any rights under this Agreement or Settlement.

20.24. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

**Class Counsel on behalf of the
Settlement Class Representatives (who
have specifically assented to the terms
of this Settlement Agreement) and the
Settlement Class:**



Name: Norman E. Siegel
Date: October 20, 2025

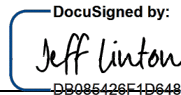


Name: J. Cameron Tribble
Date: October 20, 2025



Name: MaryBeth V. Gibson
Date: October 20, 2025

**Defendant NextGen Healthcare,
Inc.:**

DocuSigned by:


Name: Jeff Linton
Title: CLO, General Counsel
Date: 10/22/2025

EXHIBIT A

List of Settlement Class Representatives

1. Damon Miller
2. Elizabeth Appleton
3. Abolanle Abikoye
4. Rosa Akhras
5. Srikanth Atluri
6. Corey Benn
7. Bellvinia Brickle
8. Shawna Kerr, individually and on behalf of her of her minor child J.K.
9. Carter Bundy, individually and on behalf of his minor child A.B.
- 10.Scott Phillips, individually and on behalf of his minor child H.P.

EXHIBIT B
[Proposed]
Preliminary Approval
Order

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

DAMON X. MILLER, *individually
and on behalf of all others similarly
situated*,

Plaintiff,

v.

NEXTGEN HEALTHCARE, INC.,

Defendant.

Case No. 1:23-cv-02043-TWT

Hon. Thomas W. Thrash, Jr.

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter is before the Court for consideration of whether the Settlement reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved.¹ Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement.

preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved. Accordingly, for good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

(1) **Class Certification for Settlement Purposes Only.** The Court provisionally certifies the following Settlement Class:

The approximately 1,049,396 persons in the United States identified by NextGen Healthcare whose personally-identifying information (“PII”) was impacted by the Data Breach, as reflected in the Class List. Excluded from the Settlement Class are (i) NextGen Healthcare, any entity in which NextGen Healthcare has a controlling interest, and NextGen Healthcare’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

The Court also provisionally certifies the California Settlement Subclass which includes any Settlement Class Member that was a resident of the State of California on March 29, 2023. The Settlement Class referenced herein includes the California Settlement Subclass.

The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to

or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(3) **Settlement Class Representatives.** Damon Miller, Elizabeth Appleton, Abolanle Abikoye, Rosa Akhras, Srikanth Atluri, Corey Benn, Bellvinia Brickle, Shawna Kerr individually and on behalf of her of her minor child J.K., Carter Bundy individually and on behalf of his minor child A.B., and Scott Phillips individually and on behalf of his minor child H.P., are designated and appointed as the Settlement Class Representatives.

(4) **Settlement Class Counsel.** The following lawyers, who were previously appointed by the Court as interim Co-lead Counsel, are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g): MaryBeth V. Gibson of Gibson Consumer Law Group, LLC; Norman E. Siegel of Stueve Siegel Hanson LLP; and J. Cameron Tribble of The Barnes Law Group, LLC. The Court finds that these lawyers are experienced and will adequately protect the interests of the Settlement Class.

(5) **Preliminary Approval of the Proposed Settlement.** Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the Settlement Class pursuant to Rule 23(e). Accordingly, the proposed Settlement

is preliminarily approved. In making this determination, the Court has considered the adequacy of representation by the class representatives and Class Counsel; the adequacy of relief provided to the Settlement Class, including monetary benefits provided to the Settlement Class through the Settlement; the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms'-length negotiations between the Parties and absence of any collusion in the Settlement; the effectiveness of the proposed method for distributing relief to the Settlement Class; the proposed manner of allocating benefits to Settlement Class Members; that the Settlement treats the Settlement Class Members equitably; and all of the other factors required by Rule 23 and relevant case law.

(6) **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

(7) **Final Approval Hearing.** A Final Approval Hearing shall take place before the Court on _____, 2026, at ____ a.m./p.m. in Courtroom 2108, 2388 Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, S.W., Atlanta, Georgia 30303-3309, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and finally approved pursuant

to Fed. R. Civ. P. 23(e); and, in accordance with the Settlement's terms, all claims against NextGen Healthcare, Inc. in the Consolidated Class Action Complaint should be dismissed with prejudice; (c) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement; (d) a Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of Attorneys' Fees and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and whether Service Awards should be made to named Settlement Class Representatives. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(8) **Attorneys' Fees and Expenses.** Class Counsel shall submit their application for payment of Attorneys' Fees and Expenses no later than twenty-one (21) days before the Objection Deadline.

(9) **Exclusions from the Class.** Any individual (or the minor child for whom they have the authority to act as a legal representative) that wishes to be excluded from the Settlement must mail or submit online a written notification of such intent via United States mail to the designated address established by the Settlement Administrator, postmarked no later than 45 days after the Notice Date (the "Opt-Out Deadline"). The written notification must include:

- (i) The case name and number of this Action (*Miller et al. v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02043-TWT);
- (ii) The full name and address of the individual seeking exclusion from the Settlement; be personally signed by the individual seeking exclusion;
- (iii) Be personally signed by the individual seeking exclusion (or by the legal representative of a minor child with authority to so act);
- (iv) Include a statement in the body of the document clearly indicating the individual's intent to be excluded (or to exclude the minor) from the Settlement; and
- (v) Request exclusion only for that one individual identified on the request.

Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator. Any purported mass or class opt-outs are not permitted. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

The Settlement Administrator shall provide the Parties with copies of all requests for exclusion promptly upon receipt, a weekly report which includes a

summary of the number of requests for exclusion, and, within five (5) Business Days after the Opt-Out Deadline, a final list of all individuals that have timely and validly excluded themselves from the Settlement in accordance with the terms of the Settlement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement.

All individuals who submit valid and timely requests for exclusion from the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

(10) **Objections and Appearances.** Any Settlement Class Member that has not timely and properly excluded itself from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude itself from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

A Settlement Class Member that complies with the requirements of this Order may object to the Settlement. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is mailed to the Settlement Administrator on or before the Objection Deadline, which shall be 45 days after the Notice Date. For the objection to be considered by the Court, the written objection must include:

- (vi) The case name and number of the Action (*Miller et al. v. NextGen Healthcare, Inc.*, Case No. 1:23-cv-02043-TWT);
- (vii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (viii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (ix) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;

- (x) Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Breach, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- (xi) A statement of the specific grounds for the objection, including any evidence or legal authority the Settlement Class Member wishes to bring to the court's attention;
- (xii) Be personally signed by the individual seeking to object (or by the legal representative of a minor child with authority to so act); and
- (xiii) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member

may introduce at the Final Approval Hearing.

A written notice of objection must be filed with the Court and sent via first class, postage-prepaid United States Mail and postmarked no later than the Objection Deadline to:

NGH Data Breach Litigation
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

(11) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

(12) **Administration.** Kroll Settlement Administration LLC (“Kroll”) is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members, receiving and distributing any objections and exclusion requests, as set forth in this Order, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Administration and Notice Costs incurred by the Settlement Administrator will be paid pursuant to the terms of the Settlement Agreement.

(13) **Notice to the Class.** The Notice Plan, along with the Short Notice, Long Notice, and Claim Form attached to the Notice Plan as Exhibits A through C satisfy the requirements of Federal Rule of Civil Procedure 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Plan and to perform all other tasks that the Settlement requires.

(14) **Findings Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Notice Plan, Short Notice, Long Notice, and Claim Form: (a) 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 Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23(c), the constitutional requirement of the Due Process Clauses(s) of the United States and Georgia Constitutions, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

(15) **Claims Process and Distribution Plan.** The Settlement and the Settlement Benefits Plan establish a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Benefits Plan, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any monetary benefit under the Settlement that requires submission of a claim but fail to submit a claim in accordance with the requirements and procedures specified in the Settlement Benefits Plan, including the Claim Form, shall be forever barred from receiving any such monetary benefit, but will in all other respects be subject to and bound by the provisions of the Settlement, including the releases included in the Settlement, and the Final Approval Order and Judgment.

(16) **Termination of the Settlement and Use of this Order.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of Plaintiffs and NextGen Healthcare, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in

accordance with the terms of the Settlement. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against NextGen Healthcare of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit. Any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

(17) **Stay of Proceedings.** Except as necessary to effectuate this Order, the claims against NextGen Healthcare and any deadlines set by the Court as to the claims against NextGen Healthcare are stayed and suspended pending the Final

Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

(18) **Continuance of Final Approval Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

(19) **Summary of Deadlines.** The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include but are not limited to the following:

ACTION	DEADLINE
CAFA Notice to State and Federal Officials	10 days after filing the Settlement with the Motion for Preliminary Approval
Defendant Provides Class List	30 days after Court's entry of Preliminary Approval Order
Defendant will cause to be deposited \$19,375,000 into the Settlement Fund Account	30 days after Court's entry of the Preliminary Approval Order
Notice Date	60 days after entry of this Preliminary Approval Order at which time notice will be fully commenced

Motion for Attorneys' Fees, Expenses and Service Awards	At least 21 days prior to Objection Deadline
Opt-Out Deadline	45 days after Notice Date
Objection Deadline	45 days after Notice Date
Claims Deadline	90 days after Notice Date
Final Approval Brief and Response to Objections Due	At least 14 days prior to Final Approval Hearing
Final Approval Hearing	No less than 90 days after CAFA Notices are mailed.
Settlement Class Representatives and Plaintiffs' Counsel must voluntarily dismiss with prejudice each action in the Litigation	10 Business Days after the Effective Date

IT IS SO ORDERED this ____ day of _____, 2025.

Hon. Thomas W. Thrash
United States District Judge
Northern District of Georgia
Atlanta Division