

This is a Court-approved Legal Notice.

Miller v. NextGen Healthcare Inc.

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

NEXTGEN HEALTHCARE DATA BREACH

IF YOU MAY HAVE HAD YOUR PRIVATE INFORMATION IMPACTED BY THE NEXTGEN HEALTHCARE DATA BREACH, YOU ARE ELIGIBLE FOR BENEFITS FROM A CLASS ACTION SETTLEMENT

A class action Settlement has been proposed in a case against NextGen Healthcare, Inc. (“NextGen” or “Defendant”), relating to a Data Breach that NextGen announced on April 28, 2023. If you qualify, there will be benefits available to you from the proposed Settlement. **The easiest way to submit a claim under the Settlement is online at www.NGHDataBreachLitigation.com.** If you are unsure of whether you are eligible for benefits, visit the Settlement Website or contact (833) 630-5369.

In addition to other benefits, the proposed Settlement requires Defendant to establish a Settlement Fund of \$19,375,000. The Settlement relief includes:

- **Cash Payment for Out-of-Pocket Losses:** The Settlement Fund will be used to reimburse verifiable unreimbursed costs or expenditures that a Settlement Class Member actually incurred and believes are fairly traceable to the Data Breach, subject to an aggregate claims cap of seven thousand five hundred United States Dollars (\$7,500). A claim for these unreimbursed costs or expenditures must be supported by documentation submitted with the claim form.
- **Cash Payment for Lost Time:** The Settlement Fund will be used to 1) reimburse for time spent remedying fraud, identity theft, or other misuse of a Settlement Class Member’s private information that the Settlement Class Member believes is fairly traceable to the Data Breach and/or 2) taking preventative measures to avoid such losses. Lost Time will be paid at the Reimbursement Rate, which will be \$25 per hour. Lost Time related to a qualifying claim for Out-of-Pocket Losses may be supported by a certification for up to 10 hours. Lost Time not related to a qualifying claim for Out-of-Pocket Losses but incurred as a result of fraud, identity theft or other misuse, or incurred taking preventative measures to avoid fraud, identity theft or other misuse may be supported by a certification for up to 5 hours. Lost Time claims may be made in 15-minute increments.
- **Alternative Cash Payments:** As an alternative to making a claim for Out-of-Pocket Losses and Lost Time, Settlement Class Members (except California Settlement Subclass Members) may request an Alternative Cash Payment of **\$50**, subject to the *pro rata* adjustments. California Settlement Subclass Members may request an Alternative Cash Payment of **\$150**, subject to the *pro rata* adjustments, in lieu of submitting a claim for Out-of-Pocket Losses and Lost Time.
- **Identity Defense Services and Restoration Services:** In addition to claiming Out-of-Pocket Losses and Lost Time, or Alternative Cash Payment, all Settlement Class Members are entitled to enroll in Identity Defense Services as a benefit of the Settlement. The Services will be available for a three-year period starting **no earlier than March 20, 2026**, or whatever date on which the Settlement becomes final.

Once the Settlement becomes final, this service will become available for enrollment. If you are the Parent of a Minor who is a Class Member, you may enroll your Minor in Identity Defense Services. There is no deadline to enroll for free Identity Defense Services, but service will end on the same date regardless of when you enroll. Restoration Services are also available to Settlement Class Members during the service period, and you may take advantage of those services regardless of whether you made a claim or enrolled in Identity Defense Services.

Additional information regarding these services and enrollment directions will be available on the Settlement Website where you can also sign up to receive a reminder email to notify you once the Settlement is final and Identity Defense Services can be activated.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a claim for Out-of-Pocket Losses or Lost Time	<p>You must submit a claim in order to receive reimbursement for Out-of-Pocket Losses and/or Lost Time under the Settlement.</p> <p>For more detailed information, see Question 7.</p>	Monday March 30, 2026
Alternative Cash Payments	<p>Alternatively, you may file a claim for an Alternative Cash Payment.</p> <p>For more detailed information, see Question 7.</p>	Monday March 30, 2026
Identity Defense Services & Restoration Services	<p>You may submit a claim for Identity Defense Services during the claims period, and you also may request enrollment after the Settlement becomes final, whether or not you make a claim under the Settlement. At any point during the service period, you are entitled to Restoration Services, even if you did not make a claim or initially enroll in Identity Defense Services. The services will become active upon Final Approval.</p> <p>For more detailed information, see Questions 8 & 9.</p>	No enrollment deadline. Services will be available for 3 years from the date that the Settlement becomes final. No claim needed to enroll.
Exclude yourself from the Settlement	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue for claims related to the Data Breach. If you opt out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 18.</p>	Thursday February 12, 2026
Object or comment on the Settlement	<p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue on certain claims described in the Settlement Agreement, which is available at www.NGHDataBreachLitigation.com.</p> <p>For more detailed information, see Question 19.</p>	Thursday February 12, 2026
Do Nothing	<p>If you do nothing, you can still sign up for Identity Defense Services or use Restoration Services after the Settlement becomes final, but you will not be entitled to any other benefits provided under the Settlement. If the Settlement becomes final, you will give up your rights to sue Defendant separately for claims relating to the Data Breach or to continue to pursue any such claims you have already filed.</p>	

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION AND OVERVIEW.....4

- 1. What is this notice, and why did I get it?
- 2. What is this Action about?
- 3. Why is this a class action?
- 4. Why is there a Settlement?

WHO IS PART OF THE SETTLEMENT5

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

THE SETTLEMENT BENEFITS5

- 6. What does the Settlement provide?
- 7. How will the Settlement compensate me for identity theft I have already suffered or money I have already paid to protect myself?
- 8. How will the Settlement help protect me against future identity theft and fraud?
- 9. What happens if there are leftover Settlement Funds?
- 10. What happens if the Settlement Fund runs out of money?

HOW TO GET SETTLEMENT BENEFITS8

- 11. How do I file a claim for Alternative Cash Payment, Out-of-Pocket Losses, or Lost Time?
- 12. When and how will I receive the benefits I claim from the Settlement?

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT8

- 13. What am I giving up to stay in the Settlement Class?

THE LAWYERS REPRESENTING YOU.....9

- 14. Do I have a lawyer in this case?
- 15. How will these lawyers be paid?
- 16. Will the Settlement Class Representatives receive any additional money?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....10

- 17. How do I exclude myself from the Settlement?

OBJECTING OR COMMENTING ON THE SETTLEMENT10

- 18. How do I tell the Court that I like or don't like the Settlement?

GETTING MORE INFORMATION12

- 19. Where can I get more information or I no longer live at my address?

BASIC INFORMATION AND OVERVIEW

1. What is this notice, and why did I get it?

A Court authorized this notice to inform you how you may be affected by this proposed Settlement. This notice describes the lawsuit, the general terms of the proposed Settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the Settlement if your information may have been impacted in the NextGen Healthcare Data Breach.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Settlement, see **Question 6**

2. What is this Action about?

The Action alleges that NextGen Healthcare failed to properly protect personal information in accordance with its duties, had inadequate data security, and violated certain state consumer statutes and other laws. 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.

Various lawsuits were filed related to the Data Breach, which were consolidated and are now known as *Miller v. NextGen Healthcare Inc.*, Case No. 1:23-cv-02043-TWT. The persons who filed this Action are called the Settlement Class Representatives. The Settlement Class Representatives claim that Defendant did not adequately protect consumers' personal information. The most recent version of the Complaint in this Action, which describes the Settlement Class Representatives' claims in detail, is available at www.NGHDataBreachLitigation.com. Defendant denies the claims and contentions alleged in the Action. The Court did not decide which side was right. But both sides considered the uncertain outcome and risk of further litigation and agreed to the Settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to Settlement Class Members.

3. Why is this a class action?

In a class action, one or more people called "Settlement Class Representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "Settlement Class" or "Settlement Class Members." Because this is a class action Settlement, even persons who did not file their own lawsuit can obtain benefits provided under the Settlement, except for those individuals who exclude themselves from the Settlement Class by the deadline.

4. Why is there a Settlement?

The Court has not decided in favor of the Settlement Class Representatives or Defendant. Instead, both sides agreed to a Settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to Settlement Class Members. The Settlement Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (Class Counsel, see **Question 14**) believe that the Settlement is in the best interests of the Settlement Class Members.

WHO IS PART OF THE SETTLEMENT

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

You are a Settlement Class Member if you have been identified by NextGen Healthcare as a person whose Private Information may have been impacted by the Data Breach. All identified Settlement Class Members were mailed notice of the proposed Settlement, so if you received a notice, you are a likely Settlement Class Member.

You can also confirm you are a Settlement Class Member, and eligible for benefits, by:

- Visiting the secure web page www.NGHDataBreachLitigation.com; or
- Calling (833) 630-5369.

Excluded from the Settlement are:

- NextGen Healthcare, any Entity in which NextGen Healthcare has a controlling interest, and NextGen Healthcare's officers, directors, legal representatives, successors, subsidiaries, and assigns;
- Any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and
- Any individual who timely and validly opts out of the Settlement (*see Question 17*).

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Defendant will make a non-reversionary payment of \$19,375,000 into an escrow account to establish the Settlement Fund. The Settlement Fund will be used to pay:

- Notice Costs;
- Administrative Costs;
- Service Awards approved by the Court;
- Attorneys' Fees and Expenses approved by the Court; and
- Settlement benefits for the Settlement Class as provided for in the Settlement Benefits Plan.

A description of these commitments is available in the Settlement Agreement, which is available at www.NGHDataBreachLitigation.com.

7. How will the Settlement compensate me for identity theft I have already suffered or money I have already paid to protect myself?

Settlement Benefit: Cash Payment for Out-of-Pocket Losses: If you spent money to deal with fraud or identity theft that you believe was fairly traceable to the Data Breach, or to protect yourself from future harm as a result of the Data Breach, then you can submit a claim for reimbursement. Out-of-Pocket Losses that are eligible for reimbursement may include, without limitation, the following:

- unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other alleged misuse of a Settlement Class Member's personal information;
- costs incurred on or after March 29, 2023, associated with placing or removing a credit freeze on a Settlement Class Member's credit file with any credit reporting agency;
- other miscellaneous expenses incurred on or after March 29, 2023, related to any Out-of-Pocket Loss

such as notary, fax, postage, copying, mileage, and long-distance telephone charges;

- costs of credit reports, credit monitoring, or other products related to detection or remediation of identity theft incurred on or after March 29, 2023, through the date of the Settlement Class Member's claim submission.

This list provides examples only, and other losses or costs that you believe are fairly traceable to the Data Breach may also be eligible for reimbursement.

To claim reimbursement for Out-of-Pocket Losses, Settlement Class Members with Out-of-Pocket Losses must submit Reasonable Documentation supporting their claims. "Reasonable Documentation" means documentation supporting your claim, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Except as expressly provided in this notice, personal certifications, declarations, or affidavits from the claimant do not constitute Reasonable Documentation but may be included to provide clarification, context or support for other submitted Reasonable Documentation.

The Settlement Administrator will decide if your claim for Out-of-Pocket Losses is valid and fairly traceable to the Data Breach. In assessing what qualifies as "fairly traceable," the Settlement Administrator must consider: (1) the timing of the loss, including whether the loss occurred on or after March 29, 2023, through the date of the Settlement Class Member's claim submission; (2) whether the loss involved the possible misuse of the type of personal information compromised in the Data Breach; (3) whether the personal information compromised in the Data Breach that is related to the Settlement Class Member is of the type that was possibly misused; (4) the Settlement Class Member's explanation as to how the loss is fairly traceable to the Data Breach; (5) the nature of the loss, including whether the loss was reasonably incurred as a result of the Data Breach; and (6) any other factor that the Settlement Administrator considers to be relevant. The Settlement Administrator shall have the sole discretion and authority to determine whether claimed Out-of-Pocket Losses are valid and fairly traceable to the Data Breach. Only valid claims will be paid.

The deadline to file a claim for Out-of-Pocket Losses is **March 30, 2026**.

Settlement Benefit: Cash Payment for Lost Time: If you spent time 1) remedying fraud, identity theft, or other misuse of a Settlement Class Member's Private Information that the Settlement Class Member believes is fairly traceable to the Data Breach and/or 2) taking preventative measures to avoid such losses, then you can submit a claim for reimbursement. Lost Time will be paid at the Reimbursement Rate, which shall be \$25 per hour, and can be made in 15-minute increments.

Lost Time related to Out-of-Pocket Losses. Lost Time related to a qualifying claim for Out-of-Pocket Losses may be supported by a certification for up to 10 hours. If the Settlement Administrator does not approve your claim for Out-of-Pocket Losses, related claims for Lost Time will be treated as a claim for Self-Certified Lost Time.

Self-Certified Lost Time. Settlement Class Members who attest (i) to fraud, identity theft, or other alleged misuse of the Settlement Class Member's personal information the Settlement Class Member believes is fairly traceable to the Data Breach, or taking preventative measures to avoid such fraud, identity theft, or other misuse and (ii) that they spent time remedying such misuse or taking such preventative measures, may self-certify the amount of time they spent remedying the foregoing by providing a certified explanation of the misuse or preventative measures taken and how the time claimed was spent remedying the misuse or taking preventative measures. Settlement Class Members may file a claim for Self-Certified Lost Time for up to 5 hours at the Reimbursement Rate.

The deadline to file a claim for Lost Time is **March 30, 2026**.

Settlement Benefit: Alternative Cash Payments: Instead of making a claim for Lost Time and Out of Pocket Losses, Settlement Class Members (**except California Settlement Subclass Members**) may request an Alternative Cash Payment in the estimated amount of **\$50**, subject to the *pro rata* adjustments.

California Settlement Subclass Members may request an Alternative Cash Payment in the estimated amount of

\$150, subject to the *pro rata* adjustments, in lieu of making claims for Lost Time and Out of Pocket Losses. To receive a California Subclass Payment, California Settlement Subclass Members must submit a Claim Form and attest they were a California resident on March 29, 2023, and include the residential address where they resided on that date.

Settlement Class Members making a claim for Lost Time will be entitled to the greater of the approved claim for Lost Time, or the amount available under the Alternative Cash provision.

The timing of the *pro rata* adjustment calculations will be made immediately after the processing of all claims and the Settlement Administrator will issue payments based upon such *pro rata* adjustment calculations as soon as practicable.

The deadline to file a claim for Alternative Cash Payments is **March 30, 2026**.

8. How will the Settlement help protect me against future identity theft and fraud?

Settlement Benefit: Identity Defense Services and Restoration Services: All Settlement Class Members are entitled to enroll in Identity Defense Services and Restoration Services as a benefit of the Settlement, in addition to claiming Out-of-Pocket Losses and Lost Time, or Alternative Cash Payment. This service will be active for three years after the Effective Date of the Settlement, **no earlier than March 20, 2026**, or whatever date on which the Settlement becomes final.

Once the Settlement becomes final, this service will become available for enrollment. If you are the Parent of a Minor who is a Class Member, you may enroll your Minor in Identity Defense Services. There is no deadline to enroll for free Identity Defense Services, but service will end on the same date regardless of when you enroll. Restoration Services are also available to Settlement Class Members during the service period, and you may take advantage of those services regardless of whether you made a claim or enrolled in Identity Defense Services.

Additional information regarding these services and enrollment directions will be available on the Settlement Website, www.NGHDataBreachLitigation.com, where you can also sign up to receive a reminder email to notify you once the Settlement is final and Identity Defense Services can be activated. Should you have any questions about Identity Defense Services, please contact websupport@kroll.com, available 7:00 am to 7:00 pm CT, Monday through Friday.

9. What happens if there are leftover Settlement Funds?

The Settlement Fund will be used to pay claims 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, including Identity Defense Services and Restoration Services.

- To the extent total valid claims are less than the Net Settlement Fund, all valid claims for Time Spent and Alternative Cash Payments shall be increased on a pro rata basis, up to a maximum amount of \$599.
- To the extent that the total valid claims are less than the Net Settlement Fund after the pro rata increases for claims for Time Spent and Alternative Cash Payments, the remaining funds shall be used to extend the length of the Identity Defense Services. No funds shall revert to NextGen. Any remaining Settlement 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, but no money will be returned to NextGen.

10. What happens if the Settlement Fund runs out of money?

If the total number of valid claims exceeds the Settlement Fund, all valid claims (including Alternative Cash Payments) will be reduced on a *pro rata* basis.

HOW TO GET SETTLEMENT BENEFITS

11. How do I file a claim for Alternative Cash Payment, Out-of-Pocket Losses, Lost Time, or Identity Defense Services?

To file a claim for reimbursement for Alternative Cash Payment, Out-of-Pocket Losses, or Lost Time, you will need to file a Claim Form. The easiest way to submit a Claim Form is online, by filling out the form [HERE](#). You can also download a paper Claim Form and return a completed Claim Form by mail, or if you are submitting an Alternative Cash Payment claim, tear-off the form from your post-card notice and mail it in.

The deadline to file a claim for Out-of-Pocket Losses or Lost Time fairly traceable to the Data Breach is **March 30, 2026** (this is the last day to file online and the postmark deadline for mailed claims). Mailed claims must be post-marked by **March 30, 2026**. Claims submitted electronically must be submitted by **11:59 PM PT on March 30, 2026**.

Additional information regarding these services and enrollment directions will be available on the Settlement Website, www.NGHDataBreachLitigation.com. **To maximize protection offered by Identity Defense Services, you can sign up to receive a reminder email to notify you once the Settlement is final and Identity Defense Services can be activated.** The Services will be available for a three-year period starting **no earlier than March 20, 2026**, or whatever date on which the Settlement becomes final. You may later enroll in Identity Defense Services at any time the service is active, **however all memberships in the free Identity Defense Services will end on the same date regardless of when you enroll**, three years after the Effective Date of the Settlement.

12. When and how will I receive the benefits I claim from the Settlement?

Identity Defense Services claimed by Settlement Class Members will begin, and payments for valid claims for Out-of-Pocket Losses, Lost Time and/or Alternative Cash Payments will be made, after the Court enters a Final Approval Order and Judgment and the Settlement becomes final. This may take several months or more; please be patient. Periodic updates will be posted on the Settlement Administrator's website.

The notice sent by the Settlement Administrator will contain an Activation Code and Verification ID that will be used to enroll for Identity Defense Services. The Service will become active once the Settlement is final (no earlier than March 20, 2026), but you will need to enroll. Additional information regarding these services and enrollment directions will be available on the Settlement Website, www.NGHDataBreachLitigation.com, where you can also sign up to receive a reminder email to notify you once the Settlement is final and Identity Defense Services can be activated.

Payments for valid claims for Out-of-Pocket Losses, Lost Time and/or Alternative Cash Payments will be made by the Settlement Administrator in the manner you select (various digital payment options or a paper check).

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

13. What am I giving up to stay in the Settlement Class?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your legal claims relating to the Data Breach against Defendant when the Settlement becomes final. By releasing your legal claims,

you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Defendant for any harm related to the Data Breach or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (see **Question 17**), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders and cannot bring a lawsuit or be part of another lawsuit against Defendant regarding the Data Breach.

Paragraph 2.30 of the Settlement Agreement defines the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at www.NGHDataBreachLitigation.com.

If you have any questions, you can contact the Settlement Administrator (see **Question 19**).

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys to represent you and other Settlement Class Members as “Class Counsel.”

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

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

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

You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about making a claim, please contact the Settlement Administrator (see **Question 19**).

15. How will these lawyers be paid?

Class Counsel have undertaken this case on a contingency-fee basis, meaning they have paid for all of the Expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them Attorneys’ Fees and Expenses of up to one-third of the Settlement Fund and reimbursement for costs and Expenses to be paid from the Settlement Fund. The Court will decide the amount of fees and costs and Expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel’s request for Attorneys’ Fees and Expenses (which must be approved by the Court) will be filed by **January 22, 2026** and will be available to view on the Settlement Website at www.NGHDataBreachLitigation.com.

16. Will the Settlement Class Representatives receive any additional money?

The Settlement Class Representatives in this Action are listed in the Settlement Agreement, which is available at www.NGHDataBreachLitigation.com. Class Counsel will ask the Court to award the Settlement Class Representatives Service Awards of up to \$2,500 each for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the Class. This amount will have to be approved by the Court. Any amount approved by the Court will be paid from the Settlement Fund. If the Court awards less than Class Counsel's request in Service Awards or Attorneys' Fees and Expenses, the difference will remain in the Settlement Fund to be used for the benefit of the Settlement Class Members.

Class Counsel's request for Attorneys' Fees and Expenses (which must be approved by the Court) will be filed no later than twenty-one (21) days before the Objection Deadline and will be available to view on the Settlement Website at www.NGHDataBreachLitigation.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

If you are a Settlement Class Member but do not want to remain in the Settlement Class, you may exclude yourself from the Settlement Class (also known as "opting out"). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide on this option, you will keep any rights you have, if any, against Defendant and you may file your own lawsuit against Defendant based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

IMPORTANT: You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request for exclusion from the Settlement. To exclude yourself from the Settlement, you must either: submit the request online on the Settlement Website (and verified via your email), or mail a request for exclusion, **postmarked no later than February 12, 2026**, to:

NGH Data Breach Litigation
Attn: Exclusion
c/o Kroll Settlement Administration LLC
P.O. Box 5324
New York, NY 10150-5391

To exclude yourself from the Settlement online, you must utilize the **Request for Exclusion** form on the Settlement Website which must be submitted (and verified via your email) **by 11:59 p.m. PT on February 12, 2026**.

The opt-out statement must contain the following information:

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

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.

OBJECTING OR COMMENTING ON THE SETTLEMENT

18. How do I tell the Court that I like or don't like the Settlement?

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you don't think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can't ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement as it is.

To object, you must send a written objection identifying you as a Settlement Class Member stating that you object to the Settlement. Your objection must include:

- (1) The case name and number of the Action;
- (2) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (3) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (4) 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;
- (5) 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);
- (6) 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;
- (7) Be personally signed by the individual seeking to object (or by the legal representative of a minor child with authority to so act); and
- (8) 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.

Additionally, if you are represented by a lawyer and your lawyer intends to speak at the Final Approval Hearing, your written objection must include:

- (9) A detailed description of any evidence you may offer at the Final Approval Hearing; and
- (10) Copies of any exhibits you may introduce at the Final Approval Hearing.

To be considered by the Court, your written objection must be filed with the Court by **February 12, 2026**, or mailed, **postmarked no later than February 12, 2026**, to the following address:

**NGH Data Breach Litigation
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5391**

If you do not comply with these procedures and the deadline for objections, you may lose any opportunity

to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will still be eligible to receive Settlement benefits if the Settlement becomes final even if you object to the Settlement.

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing is currently scheduled to take place on **February 17, 2026, at 10:00 AM ET**, before the Honorable Thomas W. Thrash, Jr., at the United States District Court Northern District of Georgia (Atlanta Division) located in Courtroom 2108 of the Richard B. Russell Federal Building & United States Courthouse, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309. This hearing date and time may be moved. Please refer to the Settlement Website, **www.NGHDataBreachLitigation.com** for notice of any changes.

GETTING MORE INFORMATION

19. Where can I get more information or I no longer live at my address?

If you have questions about this notice or the Settlement or to update your address, you may go to the Settlement Website at **www.NGHDataBreachLitigation.com**. You can also contact the Settlement Administrator at **(833) 630-5369** or by mailing a letter to *NGH Data Breach Litigation, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5391* for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in **Question 14**). You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement Website. If you have questions about the proposed Settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed Settlement.

Please do not contact the Court, its Clerk, or NextGen Healthcare or any other Defendant.