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.

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS

This matter comes before the Court on Plaintiffs' Motion for Final Approval of Class Action Settlement and Certification of Settlement Class and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards (collectively, the "Motions"). The Court has reviewed the Motions and the Settlement Agreement ("Settlement Agreement") entered into between Plaintiffs 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., (hereinafter "Plaintiffs" or

"Settlement Class Representatives"), on behalf of themselves and on behalf of the Settlement Class and Defendant NextGen Healthcare, Inc. ("NextGen" or "Defendant"), and it finds that the Motions should be **GRANTED.** Therefore, it is **ORDERED, ADJUDGED, AND DECREED**:

1. The Court, for purposes of this Final Judgment, adopts the defined terms as set forth in the Settlement Agreement and Preliminary Approval Order.

2. The Court finds that the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement as expressed further herein. The Court also finds the Settlement Agreement was entered into in good faith, at arm's length, and without collusion.

3. The Court approves the Release provided in Section 12 of the Settlement Agreement and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties. The Court bars and enjoins the Releasing Parties

from asserting any of the Released Claims during the pendency of any appeal from the this Final Approval Order and Judgment.

4. The Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

5. Settlement Class Representatives, Class Counsel, Defendant, the Settlement Administrator, and Settlement Class Members shall consummate the Settlement according to the terms of the Settlement Agreement. The Court approves the distribution and allocation of the Settlement Fund under the Settlement Agreement and Benefits Plan.

OBJECTIONS AND OPT-OUTS

6. No Settlement Class Members have Objected to the Settlement.

7. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

8. A list of those Settlement Class Members who have timely and validly elected to opt out of the Settlement and the Settlement Class in accordance with the requirements in the Settlement (the "Opt-Out Members") has been submitted to the Court in the Declaration of Kroll, filed in advance of the Final Approval Hearing. That list is attached as **Exhibit A** to this Final Approval Order. The persons listed in

Exhibit A are not bound by the Settlement or this Final Approval Order, and are not entitled to any of the benefits under the Settlement. Opt-Out Members listed in **Exhibit A** shall be deemed not to be Released Parties.

CLASS CERTIFICATION

9. For purposes of the Settlement and this Final Approval Order, the Court hereby finally certifies for settlement purposes only 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, 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.

The California Settlement Subclass is defined as any Settlement Class Member that was a resident of the State of California on March 29, 2023.

10. The Court determines that for settlement purposes only, the proposed Settlement Class meets all the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) and should be finally certified. The Court finds that the Settlement Class and Statutory Subclass each satisfy the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes: (a) the Settlement Class and Statutory Subclass are each sufficiently numerous that joinder of all members is impracticable,

(b) there are questions of law or fact common to the Settlement Class and Statutory Subclass, (c) the Settlement Class and Statutory Subclass Representatives have standing in this action and their claims are typical of those of the Settlement Class and Statutory Subclass Members, and (d) the Settlement Class and Statutory Subclass Representatives fairly and adequately protect the interests of the Settlement Class and Statutory Subclass. The Court further finds that the Settlement Class and Statutory Subclass satisfy the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes; that common questions of law and fact predominate over questions affecting individual members, and a class action is a superior method for fairly and efficiently adjudicating the claims of the Settlement Class Representatives and class members. *See generally In re Equifax Customer Data Sec. Breach Litig*., 2020 WL 256132, at *11-14 (N.D. Ga. Mar. 17, 2020) (Thrash, J.) (finding proposed data breach settlement class met requirements of Rule 23(a) and (b)(3)); *see also* S*hiyang Huang v. Equifax Inc. (In re Equifax Customer Data Sec. Breach Litig*.), 999 F.3d 1247, 1277 (11th Cir. 2021) (holding "[t]he District Court therefore did not abuse its discretion in certifying the class action").

11. The Court, having considered the negotiation of, the terms of, and all of the materials submitted concerning the Settlement Agreement; having considered Plaintiffs' and the Class's likelihood of success both of maintaining this action as a class action and of prevailing on the claims at trial, including the possibility that

NextGen could prevail on one or more of its defenses; having considered the range of the Plaintiffs' possible recovery (and that of the Class) and the complexity, expense, and duration of the Action; and having considered the substance and amount of opposition to the proposed settlement, it is hereby determined that the Settlement meets the requirements for final approval of Federal Rule of Civil Procedure 23(e) as follows:

a. Plaintiffs and Class Counsel have adequately represented the proposed Class;

b. the terms of the Settlement Agreement were negotiated at arm's length, vigorously advocated by experienced counsel for Plaintiffs and Defendant, and the Parties have in good faith determined the Settlement Agreement is in their respective best interests (including Plaintiffs and Class Counsel determining that it is in the best interest of the Class Members);

c. the relief provided for the Class is adequate, taking into account, among other reasons, the outcome of the Action was in doubt when the Settlement was reached and the risk that the proposed Class could have received less or recovered nothing and/or that NextGen could have defeated class certification; the value of immediate recovery outweighs the possibility of future relief; the aggregate consideration for the Class—including the Settlement Fund, which NextGen has funded—is commensurate with the

claims asserted and being released as part of the Settlement; the proposed Settlement Benefits Distribution Plan contains an effect method of distributing relief to the Class and processing class-member claims; the terms of the attorneys' fees are fair and reasonable; and there are no terms required to be identified under Rule 23(e)(3); and

d. the terms of the Settlement Agreement treat the Class Members and California Subclass Members equitably relative to each other and considering the statutory damages available to the California Subclass; and

e. in sum, the Settlement falls within the range of settlement terms that would be considered a fair, reasonable, and adequate resolution of the Action.

Further, for the same reasons, the Court finds that the factors in *Bennett v. Behring Corp.,* 737 F.2d 982, 986 (11th Cir. 1984) all weigh in favor of approving the Settlement. Therefore, pursuant to Rule 23(e) and the *Bennett* factors the terms of the Settlement Agreement are finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Class and each of the Class Members. Class Members who did not opt-out of the Settlement are bound by this Final Approval Order. The Settlement Agreement and its terms shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings as to Released Claims and waivers applicable thereto.

12. For settlement purposes, the Court grants Final Approval to its appointment of Plaintiffs 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., as Settlement Class Representatives. The Court finds for settlement purposes that the Settlement Class Representatives are similarly situated to absent Class Members, are typical of the Class, and are adequate Class Representatives, and that Class Counsel and the Class Representatives have fairly and adequately represented the Class.

13. For settlement purposes, the Court grants final approval to its appointment of Class Counsel as provided in the Preliminary Approval Order, appointing 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.

NOTICE TO THE SETTLEMENT CLASS

14. On October 30, 2025, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (Doc. 253) ("Preliminary Approval Order") that preliminarily approved the Settlement Agreement and established a hearing date to consider the final approval of the Settlement Agreement and Plaintiffs' Motion for Attorneys' Fees, Expenses and Service Awards. The Court's Preliminary

Approval Order approved the Short Form Settlement Notice, Long Form Notice, Claim Form, and found the mailing, distribution, and publishing of the various notices (the "Notice Plan"), as proposed, met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice.

15. The form, content, and method of dissemination of the Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as effectuated, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, their right to exclude themselves, their right to object to the Settlement and appear at the Final Approval Hearing, and of these proceedings. The Notice Plan fully satisfied the requirements of Federal Rule of Civil Procedure 23, constitutional due process, and any other legal requirements.

16. The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

17. The CAFA Notice provided by Defendant met all requirements of the Act.

AWARD OF ATTORNEYS' FEES AND SERVICE AWARDS

18. The Court grants Plaintiffs' Motion for Attorneys' Fees, Expenses and Service Awards. Doc. 254. The Court awards Class Counsel $6,458,333.33 in

attorneys' fees and reimbursement of litigation expenses of $301,315.61, as well as Service Awards of $2,500 to each of the Settlement Class Representatives to be paid according to the terms of the Settlement Agreement. This amount of fees and reimbursement is fair and reasonable. Class Counsel, in their sole discretion, may allocate attorneys' fees to the other members of Plaintiffs' counsel.

19. The Court finds that the factors set forth in *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974) are satisfied. The *Johnson* factors considered by the Court include: (1) the results obtained and fees in similar cases; (2) the novelty and difficulty of the questions involved; (3) the preclusion of other employment due to the acceptance of the case; (4) whether the fee is fixed or contingent; (5) the experience, reputation, and ability of the attorneys; and (6) the time and labor required. *In re S. Co. S'holder Derivative Litig.*, 2022 WL 4545614, at *10 (N.D. Ga. June 9, 2022) (citing *Johnson*, 488 F.2d at 717-19). "Other relevant factors include the number of objections from class members, the risks undertaken by class counsel, and the economics of handling class actions." *Equifax,* 2020 WL 256132, at *32. Recognizing that every factor need not necessarily be considered, the Court has reviewed each of the *Johnson* factors listed and finds that Plaintiffs

have satisfied each factor which further supports the reasonableness of Class Counsel's fee and expense request.

20. The Court also considered the number of objectors. There were no objections to the Settlement out of a class of approximately 1 million Class Members. This fact supports the reasonableness of the requested fee and expense award. *In re Home Depot, Inc., Customer Data Security Breach Litigation,* 2016 WL 6902351, at *4 (N.D. Ga. August 23, 2016) (objections from an "infinitesimal percentage" of the class "indicates strong support" for the settlement).

21. The Court also considered the risks undertaken by Class Counsel in pursing the litigation and finds that Class Counsel undertook substantial risks in pursuing this case and invested substantial time and effort litigation the action, which also supports the reasonableness of the requested fee and expense award. *See In re Equifax*, 2020 WL 256132, at *35.

22. Class Counsel incurred $301,315.61, in expenses in furtherance of litigating this Action. These expenses consist of multiple experts' fees, the cost of the required document repository, filing fees, mediation fees, discovery costs, depositions, travel, court reporting, transcripts, and legal research costs. These expenses were reasonably and necessarily incurred to advance the litigation and are the categories of expenses routinely charged to paying clients in the marketplace. Expenses incurred in furtherance of the claims of a class are properly recovered by

counsel. *Dowdell v. Apopka*, 698 F.2d 1181, 1192 (11th Cir. 1983) ("all reasonable expenses incurred in case preparation, during the course of litigation, or as an aspect of settlement" may be recovered); *Mahoney v. TT of Pine Ridge, Inc.*, 2017 WL 9472860, at *12 (S.D. Fla. Nov. 20, 2017) (awarding expenses for the "mediation fee, ... expert witness fee, and ... filing and travel"). The Court finds the amount of fees and expenses to be fair and reasonable.

23. Service awards in the amount of $2,500.00 are to be paid to each of the ten Settlement Class Representatives for their participation in this Action, totaling $25,000.00. "[I]ncentive awards are appropriate. The Court finds the amount of service awards to be fair and reasonable to recognize the efforts of the representative plaintiffs to obtain recovery for the class." *In re Domestic Air Transp.*, 148 F.R.D. at 358. Courts in the Eleventh Circuit continue to find service awards are permitted for common law claims in diversity cases. *See, e.g.*, *Cain et al. v. CGM, LLC*, Case No. 1:23-cv-02604-SEG at ECF No. 80 (N.D. Ga. Mar. 10, 2025) (Geraghty, J.) (awarding a total of $11,500 in service awards to seven class representatives); *Tims v. LGE Cmty. Credit Union*, 2023 WL 11915734 (N.D. Ga. Nov. 29, 2023) (Thrash, J.) ("As this Court, and other courts in the Eleventh Circuit have explained, state law governs the issue of Service Awards in diversity actions.") (awarding $10,000 service award); *Dusko v. Delta Airlines, Inc.*, Case No. 1:20-cv01664-ELR, ECF No. 110 at 25 (N.D. Ga. Oct. 5, 2023) ("Georgia law permits providing Service

Awards to class representatives."). The services provided by the Settlement Class Representatives warrant the limited financial recognition sought. Indeed, the action has lasted over two years, and Class Representatives worked diligently to represent the best interests of their fellow Class Members, spending substantial time and efforts by among other things responding to discovery, locating and producing documents, sitting for depositions, advising counsel, and being involved in prosecuting a complex civil case on behalf of consumers throughout the country.

24. This award of attorneys' fees and expenses and service awards is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

OTHER PROVISIONS

25. As set forth in §20.21 of the Settlement Agreement, The Court has and reserves jurisdiction over the Settlement and this Settlement Agreement. For purposes of the Settlement and Settlement Agreement, the Court has and reserves jurisdiction over the Parties to the Settlement for the purpose of enforcing the terms of this Agreement. The Court retains exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement. The Court has and retains exclusive jurisdiction related to any dispute regarding any allocation of any amount awarded by the Cort of the Attorneys' Fees and Expenses.

26. The Court finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

27. The Court dismisses with prejudice all claims of the Class against NextGen in the Action, without costs and fees except as explicitly provided for in the Settlement Agreement.

28. This Final Approval Order, and all statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against NextGen of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of NextGen or of the validity or certifiability for this Action or other litigation of any claims or class that have been, or could have been, asserted in the Action.

29. This Final Approval Order, and all statements, documents or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing by NextGen, or that Plaintiffs, any Class Member, or any other person has suffered any damage due to the Data Breach. Notwithstanding the above, the Settlement Agreement and this Final Approval Order may be filed in any action by NextGen, Class Counsel, or

Class Members seeking to enforce the Settlement Agreement or the Final Approval Order.

30. The Settlement Agreement and Final Approval Order shall not be construed or admissible as an admission by NextGen that Plaintiffs' claims or any similar claims are suitable for class treatment.

IT IS SO ORDERED, this 17th day of February, 2026.

Hon. Thomas W. Thrash, Jr.
United States District Court Judge

EXHIBIT A

Exclusion List

Count	First Initial	Last Name
1	K	ACITO
2	E	ADAMS
3	G	AHMED
4	H	AHN
5	R	AMICONE
6	J	BAILEY
7	N	BAKKAL
8	J	BARKES
9	B	BARROS
10	J	BATES
11	M	BAZAN
12	D	BEARDEN
13	B	BEAVER
14	D	BRYANT
15	J	CORRIDOR
16	A	CORTES
17	P	DELGADO
18	K	GRAVES
19	N	HALL
20	R	KINARD
21	E	LEE
22	C	MOSQUEA
23	B	RHOADES
24	T	RHOADES
25	R	YAHOLA