

Exhibit 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

IN RE SURESCRIPTS ANTITRUST
LITIGATION

This Document Relates To:

All Class Actions

Civil Action No. 1:19-cv-06627

Honorable John J. Tharp Jr.
Magistrate Judge Susan E. Cox

**SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS AND DEFENDANTS
SURESCRIPTS LLC & ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered on July 18, 2025 (“Execution Date”), by and between plaintiffs Corner Pharmacy, Summers Pharmacy, Logan Primary Pharmacy, Integrated Pharmaceutical Solutions LLC d/b/a Bartow Pharmacy Medical Supply, Concord Pharmacy, Jerald Whitman d/b/a Whitman Pharmacy, Kennebunk Village Pharmacy, Inc., and 731 Pharmacy Corp. d/b/a Ivan Pharmacy (collectively, “Plaintiffs”), on behalf of themselves and the putative class (the “Class” or “Settlement Class” as defined below), and defendants Surescripts LLC and Allscripts Healthcare Solutions, Inc., which changed its name to Veradigm LLC in 2023 (collectively, “Settling Defendants”).

RECITALS

A. There is pending in the United States District Court for the Northern District of Illinois an action captioned *In re Surescripts Antitrust Litigation*, 1:19-cv-06627 (N.D. Ill.) (hereinafter, the “Action”), in which Plaintiffs have alleged, among other things, that Surescripts, LLC (“Surescripts”), Allscripts Healthcare Solutions, Inc. (“Allscripts”), and NDCHealth

Corporation d/b/a RelayHealth (“RelayHealth”)¹ (collectively, “Defendants”) entered into a contract, combination, or conspiracy in restraint of trade, the purpose and effect of which was to suppress competition and to charge supra-competitive prices to the Settlement Class during the Class Period, in violation of Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§1 & 2.

B. Settling Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Action, or that could have been alleged in the Action, and have moved to dismiss Plaintiffs’ claims, moved for summary judgment on Plaintiffs’ claims, and would assert numerous defenses to Plaintiffs’ claims if required to do so.

C. This Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, or regulation, or of any liability or wrongdoing by Settling Defendants or of the truth of any of Plaintiffs’ claims or allegations, nor shall it be deemed or construed to be an admission or evidence of Settling Defendants’ defenses.

D. Co-Lead Counsel have conducted an investigation into the facts and law regarding the Action, and the possible legal and factual defenses thereto, and have concluded that a settlement with Settling Defendants according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of the Settlement Class, given the uncertainties, risks, and costs of continued litigation, given the fact that if approved, the proposed settlement will fully resolve the case.

E. Settling Defendants, despite their belief that they are not liable for, and have strong defenses to, the claims asserted by Plaintiffs, have concluded that further conduct of the Action

¹ Plaintiffs initially named Surescripts, Allscripts, and RelayHealth as Defendants in this action. *See generally* Class Action Compl., ECF No. 1. On February 24, 2022, the Court granted Plaintiffs’ motion for final approval of Plaintiffs’ settlement with RelayHealth. *See generally* ECF No. 202.

would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and according to the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and disruption, and to dispose of the burden of protracted litigation, taking into account, among other things, the uncertainty and risks inherent in any litigation, especially in complex cases such as this.

F. Co-Lead Counsel and Settling Defendants' Counsel have engaged in arm's-length settlement negotiations throughout the past several years, culminating in a mediation held in person on May 15, 2025, in Chicago, Illinois, with the Honorable Sidney I. Schenkier (ret.), and this Agreement has been reached as a result of those negotiations.

G. The Parties to this Agreement desire to fully and finally settle all actual and potential claims arising from or relating to the Action, the factual allegations underlying the Action, and avoid the costs and risks of protracted litigation and trial.

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the undersigned on behalf of the Parties, that this Action and all Released Claims are finally and fully settled and compromised and that this Action shall be dismissed in its entirety on the merits and with prejudice as to Settling Defendants, subject to approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure, upon and subject to the following terms and conditions:

I. DEFINITIONS

A. Settlement Class Definition

Plaintiffs shall seek, and Settling Defendants shall take no position with respect to appointment of Co-Lead Counsel as settlement class counsel pursuant to Rule 23(g) for purposes of this Settlement and certification of a class for settlement purposes only, referred to herein as the "Settlement Class":

All pharmacies in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the period September 21, 2010, through the date of the signing of the Settlement Agreement. Excluded from the Settlement Class are Defendants and any of their owners, officers, directors, management, employees, subsidiaries, affiliates, legal representatives, heirs, or assigns; any entity in which any Defendant has a financial interest; any entity which has a financial interest in Surescripts; all governmental entities; any judicial officer presiding over this action and the members of his or her immediate family and judicial staff; and any other Defendant or Co-Conspirator identified in this action.

B. General Definitions

1. “Class Notice” means the notice to the Settlement Class that is approved by the Court, in accordance with Section II(E)(3) below.

2. “Class Period” means the period from and including September 21, 2010, through the date of the Execution Date of this Settlement Agreement.

3. “Co-Conspirator” means those entities named as co-conspirators in the Operative Complaint.

4. “Co-Lead Counsel” and “Settlement Class Counsel” mean collectively the law firms of Wexler Wallace LLP, Scott+Scott Attorneys at Law LLP, Wagstaff & Cartmell, LLP, Gustafson Gluek PLLC, Kaplan Fox & Kilsheimer LLP, Lockridge Grindal Nauen PLLP, Spector, Roseman & Kodroff PC, and DiCello Levitt LLP.

5. “Complaint” or “Operative Complaint” means the Plaintiffs’ Third Amended Consolidated Class Action Complaint in the Action, ECF No. 334.

6. “Court” or “District Court” means the United States District Court for the Northern District of Illinois and the Honorable John J. Tharp Jr. or his successor, or any other Court in which the Action is proceeding.

7. “Date of Final Approval” means the date on which the Court enters an order granting final approval to this Settlement Agreement, pursuant to Rule 23(e) of the Federal Rules

of Civil Procedure, as provided in Section II(E)(7) below, and all rights of appeal have expired. If any appeal is taken from the Court's final approval of this Settlement Agreement, then "Date of Final Approval" means the date upon which any such appeal is resolved in favor of the Settlement Agreement and no further appellate rights exist.

8. "Date of Preliminary Approval" means the date on which the Court enters an order granting preliminary approval to this Settlement Agreement, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, as provided in Section II(E)(3) below.

9. "Defendant" or "Defendants" means any or all the Defendants named in the Action.

10. "Execution Date" means the date on which this Settlement Agreement is entered into and executed by all Parties.

11. "Escrow Account" means the account with the Escrow Agent that holds the Settlement Fund.

12. "Escrow Agent" means the bank into which the Settlement Fund shall be deposited and maintained as set forth in Section II(C) of this Agreement.

13. "Fairness Hearing" means a hearing on the settlement proposed in this Settlement Agreement held by the Court to determine whether the proposed settlement is fair, reasonable, and adequate, and whether the Court should finally approve it.

14. "Net Settlement Fund" means the Settlement Fund, plus accrued interest, less any award of attorneys' fees and reimbursement of litigation costs and expenses, service awards, taxes and tax preparation expenses, costs of notice and administration, and any other fees, costs, or expenses that may be awarded or approved by the Court.

15. “Opt-Out” or “Opt-Outs” means Person(s), otherwise qualifying as member(s) of the Settlement Class, who has (or have) validly and timely excluded itself (or themselves) from the Settlement Class as contemplated by Sections II(E)(3) and (4) of this Agreement.

16. “Order and Final Judgment” means the order and final judgment of the Court approving the Settlement Agreement, as described in Section II(E)(7) below.

17. “Parties” or “Settling Parties” means Settling Defendants and the Settlement Class, as represented by Plaintiffs.

18. “Person(s)” includes an individual and an entity.

19. “Plaintiffs” means Corner Pharmacy, Summers Pharmacy, Logan Primary Pharmacy, Integrated Pharmaceutical Solutions LLC d/b/a Bartow Pharmacy Medical Supply, Concord Pharmacy, Jerald Whitman d/b/a Whitman Pharmacy, Kennebunk Village Pharmacy, Inc., and 731 Pharmacy Corp. d/b/a Ivan Pharmacy.

20. “Released Claims” means any and all existing or potential causes of action, claims, suits, actions, contentions, allegations, assertions of wrongdoing, demands, whether class, individual, or otherwise in nature (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity), damages whenever incurred whether compensatory or exemplary, liabilities of any nature or under any theory whatsoever, as well as costs, losses, expenses, penalties, attorneys’ fees, in law or equity arising out of, relating to, or referred to, or in any way based upon, directly or indirectly, the conduct alleged in Plaintiffs’ Third Amended Consolidated Class Action Complaint, ECF No. 334 (“Claims”) that Releasing Parties, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or

in any way arising out of or relating to, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, Claims, causes of action, injuries, or damages arising from or relating to any act or omission during the Class Period complained of, relating to, or referred to in the Action. Notwithstanding the above, Released Claims do not include (a) claims asserted against any Defendant other than the Released Parties, (b) any claims based on: (i) breach of contract; (ii) quality of product or (iii) purchases of e-prescription routing transactions by persons or entities other than the Releasing Parties, or (c) claims relating to the enforcement of the settlement or its terms. The reservation of claims set forth in (a), (b), and (c) of this Section does not impair or diminish the right of the Released Parties to assert any and all defenses to such claims. The Parties intend that the releases to be provided in this Settlement Agreement be interpreted and enforced broadly and to the fullest extent permitted by law.

21. “Released Parties” means jointly and severally, individually and collectively, Surescripts, Allscripts, and each of their predecessors, successors, assigns, affiliates, and any and all past, present, and future parents, owners, subsidiaries, divisions, departments, and affiliates, and all of their heirs, executors, devisees, administrators, officers, executives, directors, stockholders, partners, members, agents, attorneys, advisors, auditors, accountants, contractors, servants, employees, representatives, insurers, and assignees. Notwithstanding the foregoing, “Released Parties” does not include any other Defendant or Co-Conspirator that is named in the Operative Complaint as of the Execution Date, either explicitly or as a third-party beneficiary.

22. “Releasing Parties” means jointly and severally, individually and collectively, Plaintiffs, the Settlement Class, and each Settlement Class Member, on behalf of themselves and any person or entity claiming by or through them as, including without limitation,

their respective predecessors; successors; assigns; affiliates; and any and all past, present, and future parents, owners, subsidiaries, divisions, departments, affiliates, heirs, executors, devisees, administrators, officers, executives, directors, stockholders, partners, members, agents, attorneys, advisors, auditors, accountants, contractors, servants, employees, representatives, insurers, and assignees.

23. “Settlement Class Member” means each member of the Settlement Class that does not timely and properly exclude itself from the Settlement Class.

24. “Settling Defendants” means Surescripts and Allscripts.

25. “Settling Defendants’ Counsel” means the law firms of Latham & Watkins LLP (“Surescripts’ Counsel”) and the law firm of McDermott Will & Emery LLP (“Allscripts’ Counsel”).

26. “Settling Defendants’ Released Claims” means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Settling Defendants, except for claims relating to the enforcement of the settlement or its terms.

27. “Settlement Amount” means the cash payment of \$39,750,000 described in Section II(A) below.

28. “Settlement Fund” means the funds described in Section II(A) of this Settlement Agreement, plus accrued interest, in the separate Escrow Account for the settlement contemplated by this Settlement Agreement established in accordance with Section II(C) below.

II. SETTLEMENT

A. Monetary Component

Settling Defendants shall pay \$39,750,000 in United States dollars, all in cash, as the Settlement Amount in settlement of the Action, inclusive of Settlement Class recovery amounts, attorneys' fees and litigation costs and expenses, the costs of notice and administration, service awards, and any other fees, costs, or expenses that may be awarded or approved by the Court.

1. Surescripts will cause \$500,000 of the Settlement Amount to be deposited into the Escrow Account controlled by Co-Lead Counsel within fourteen (14) days after the Parties sign the Settlement Agreement and Co-Lead Counsel has provided all required information for the Escrow Account and a tax identification number. This initial deposit shall be useable by Plaintiffs to pay for notice and administration costs, and the amounts used or incurred shall not be refundable to Surescripts in the event the Court does not grant final approval of the settlement.

2. Settling Defendants shall deposit the remainder of the Settlement Amount in the same escrow account within fourteen (14) days after the Court enters an order preliminarily approving the Settlement Agreement.

3. Settling Defendants' payment to the Escrow Agent described herein shall be by wire transfer pursuant to instructions from the Escrow Agent or Co-Lead Counsel.

4. The payments described in Section II(A) shall constitute the total Settlement Amount.

5. Other than amounts disbursed to pay taxes, notice and administration costs, and attorneys' fees and expenses (as awarded by the Court), the remainder of the Settlement Fund shall not be distributed before Date of Final Approval. The Escrow Agent shall not disburse the Settlement Fund, or any portion thereof, except as provided in this Agreement, or upon order of the Court.

6. The Releasing Parties shall look solely to the Settlement Fund for settlement and satisfaction, as provided herein, of all Released Claims for which the Released Parties are released by the Releasing Parties pursuant to this Agreement.

B. Release of Claims

1. Releases

- a. Upon the occurrence of the Date of Final Approval, and in consideration of the valuable consideration set forth in this Agreement, the Releasing Parties shall be deemed to, and by operation of the Order and Final Judgment shall have, hereby fully, finally, and forever released, relinquished, and discharged the Released Parties of all Released Claims.
- b. Upon the occurrence of the Date of Final Approval, and in consideration of the valuable consideration set forth in this Agreement, Released Parties shall be deemed to, and by operation of the Order and Final Judgment shall have, hereby fully, finally, and forever released, relinquished, and discharged Plaintiffs and their attorneys, including Co-Lead Counsel, of all Settling Defendants' Released Claims.

2. **Covenant Not to Sue.** The Releasing Parties covenant and agree that they shall not, hereafter, sue or otherwise seek to establish liability against any of the Released Parties based, in whole or in part, upon any of the Released Claims. This Section shall not apply to any action to enforce this Settlement Agreement.

3. **Waiver.** Upon the Date of Final Approval, the Releasing Parties shall be deemed to have, and by operation of the Order and Final Judgment shall have, with respect to the subject matter of the Released Claims, waived the provisions, rights, and benefits of Section 1542 of the California Civil Code and Section 20-7-11 of the South Dakota Codified Laws, each of which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM

MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasing Parties shall further be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived all similar provisions, statutes, regulations, rules, or principles of law or equity of any other state or applicable jurisdiction, or principle of common law. In connection with the waiver and relinquishment set forth in this Section, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Released Claims, but that it is their intention to release fully, finally, and forever all Released Claims against the Released Parties, and, upon the Date of Final Approval, shall be deemed to have, and by operation of the Order and Final Judgment, shall have, fully, finally, and forever settled and released any and all Released Claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future. Notwithstanding the discovery or existence of any such additional or different facts, the Releasing Parties intend and, by operation of the Order and Final Judgment, shall be deemed to have acknowledged that the foregoing waiver was separately bargained for and a key element of the Settlement Agreement of which this waiver and release is a part.

C. Settlement Fund Administration

The Settlement Fund shall be administered pursuant to the provisions of this Settlement Agreement and subject to the Court's continuing supervision and control, until the funds in the Settlement Fund are fully distributed, as follows:

1. The Settlement Fund shall be established within an Escrow Account and administered by an Escrow Agent at a bank designated by Co-Lead Counsel.

2. Neither the Settlement Class nor Co-Lead Counsel shall have any responsibility, financial obligation, or liability for any attorneys' fees, costs, or expenses related to providing notice to the Settlement Class or obtaining approval of the settlement or administering the Settlement. All such fees, costs, and expenses shall be paid from the Settlement Fund as provided in this Section II(C).

- a. Before the Date of Final Approval, Co-Lead Counsel may, without further approval from Settling Defendants or further order of the Court, withdraw from the Settlement Fund up to \$500,000 to pay the costs for notice and administration. If notice and administration costs exceed \$500,000, Co-Lead Counsel may apply to the Court to pay such additional notice and administration costs from the Settlement Fund. Any costs of notice and administration Plaintiffs are permitted to withdraw from the Settlement Fund shall be nonrefundable if, for any reason, the Settlement Agreement is not finally approved.
- b. After the Date of Final Approval and subject to Section II(E)(10), without approval of Settling Defendants or further order of the Court, notice and administration costs may be paid from the Settlement Fund as incurred.
- c. Taxes and fees related to the Escrow Account and investment of the Settlement Fund may be paid as incurred, without further approval of Defendants or further order of the Court.

3. Under no circumstances will Settling Defendants be required to pay more or less than the Settlement Amount pursuant to this Agreement and the settlement set forth herein. For purposes of clarification, the payment of any fee and expense award to Co-Lead Counsel, notice and administration costs (including payment of any applicable fees to Escrow Agent), taxes and tax expenses, and any other costs associated with the implementation of this Settlement Agreement shall be exclusively paid from the Settlement Fund.

4. No other funds shall be paid or disbursements made from the Settlement Fund without an order of the Court.

5. **Establishment of the Qualified Settlement Fund.** The Parties agree that the Escrow Account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of U.S. Department of Treasury Regulation § 1.468B-1 (26 C.F.R. § 1.468B-1). In addition, the Escrow Agent timely shall make such elections as necessary or advisable to carry out the provisions of this Section, including the “relation-back election” (as defined in 26 C.F.R. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

6. **Qualified Settlement Fund Administrator.** For the purpose of § 468B of the Internal Revenue Code of 1986, as amended (26 U.S.C. § 468B) and the regulations promulgated thereunder, the administrator of the Qualified Settlement Fund shall be the Escrow Agent. The Escrow Agent, or the Settlement Administrator on its behalf, shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation applying for a taxpayer identification number for the Qualified Settlement Fund and filing the returns described in 26 C.F.R. § 1.468B-2(k)). Such returns, as well as the election described in Section II(C)(5), shall be consistent with this Section and, in all events, shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be deducted and paid from the Settlement Fund as described in Section II(C)(8) herein.

7. Investment of the Qualified Settlement Fund. The Escrow Agent shall invest the Qualified Settlement Fund solely in accounts that are either (a) backed by the full faith and credit of the United States Government or (b) fully insured by the United States Government or one of its agencies. Permissible accounts include U.S. Treasury Funds or bank accounts that are (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. Upon maturity, the Escrow Agent shall reinvest the proceeds in similar instruments at then-current market rates.

8. Taxes on the Income of the Qualified Settlement Fund. All: (a) taxes on the income of the Settlement Fund (“Taxes”), and (b) expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants) shall timely be paid by the Escrow Agent out of the Settlement Fund. Settlement Class Members shall be responsible for paying any and all federal, state, and local income taxes due on any distribution made to them pursuant to the Settlement Agreement provided herein. Plaintiffs, Defendants, Co-Lead Counsel, and Settling Defendants’ Counsel shall have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.

9. After the Date of Final Approval, the Net Settlement Fund shall be disbursed in accordance with a plan of allocation to be approved by the Court. Settling Defendants will not have any involvement in the development of the plan of allocation of the settlement proceeds. The plan of allocation will be proposed solely by Co-Lead Counsel, subject to Court approval. Settlement Class Members shall look solely to the Net Settlement Fund for settlement and satisfaction of any and all Released Claims from the Released Parties.

D. No Reversion

This is not a claims-made settlement. Upon the Date of Final Approval, neither Settling Defendants nor any of the other Released Parties, or any other person or entity who or which funded the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including, without limitation, the number of claims submitted, the collective amount of recognized claims, the percentage of recovery of losses, or the amounts to be paid to claimants from the Net Settlement Fund.

E. Approval of Settlement Agreement and Dismissal of Claims

1. Cooperation. Plaintiffs and Settling Defendants shall use their best efforts to effectuate this Settlement Agreement, including obtaining all necessary approvals of the Court required by this Agreement.

2. Claims Administration and Notice. Co-Lead Counsel shall retain a professional and independent entity that will be responsible for all aspects of settlement administration (“Settlement Administrator”). Settling Defendants shall have no involvement in the selection of the Settlement Administrator. The Settlement Administrator shall be approved by the Court and, if approved, overseen by Co-Lead Counsel. Not later than ten (10) days after the close of an agreed-upon opt-out period following notice, the Settlement Administrator shall provide Co-Lead Counsel and Settling Defendants’ Counsel: (a) a list of those Class members who have opted out or excluded themselves from the Class (the “Opt Outs”); (b) if available, the amount that each Opt Out paid for e-prescriptions routed through the Surescripts network during the class period; and (c) the details outlining the scope, methods, and results of the notice program. Settling Defendants shall have no involvement in the solicitation or review of claim forms and shall have no involvement in the administration process itself, which shall be conducted by the Settlement Administrator in accordance with this Agreement, the Court-approved plan of

allocation, and any orders that may be entered by the Court. No Settlement Class Members shall have any claim against Released Parties based on, or in any way relating to, distributions from the Settlement Fund.

3. Preliminary Approval. Plaintiffs will use their best efforts to file a motion for preliminary approval within fourteen (14) days of execution of the Settlement Agreement. Before submitting the motion, Settling Defendants shall have a reasonable opportunity to review and comment on it, and Plaintiffs shall reasonably consider Settling Defendants' comments. Plaintiffs have advised Settling Defendants that the proposed Preliminary Approval Order shall provide that, *inter alia*:

- a. the settlement proposed in the Settlement Agreement has been negotiated at arm's length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Settlement Class;
- b. the Settlement Class is preliminarily certified for settlement purposes only as a class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure;
- c. the proposed Class Notice meets the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances for settlement purposes;
- d. after Class Notice has been carried out, a Fairness Hearing on the settlement proposed in this Settlement Agreement shall be held by the Court to determine whether the proposed settlement is fair, reasonable, and adequate, and whether the Court should finally approve it;
- e. Settlement Class Members who wish to exclude themselves must submit an appropriate and timely request for exclusion;
- f. Settlement Class Members who wish to object to this Agreement must submit an appropriate and timely written statement of the grounds for objection;
- g. Settlement Class Members who wish to appear in person to object to this Agreement may do so at the Fairness Hearing pursuant to directions by the Court.

- h. All notice and administration costs incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid as set forth in the Settlement Agreement without further approval of Settling Defendants or further order of the Court. Prior to the Date of Final Approval, any Notice and Administration Costs in excess of \$500,000 may be paid from the Settlement Fund only with the approval of the Court. In the event the Settlement is not finally approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor Co-Lead Counsel shall have any obligation to repay any notice and administration costs to Settling Defendants; and
- i. All taxes and tax expenses may be paid from the Settlement Fund without further approval of Settling Defendants or further order of the Court.

4. **Class Notice.** The Class Notice shall provide for a right of exclusion, as set forth in Section II(E)(3). The Class Notice shall also provide for a right to object to the proposed Settlement, as set forth in Section II(E)(3). Individual notice of the Settlement Agreement to all potential Settlement Class Members who can be identified through reasonable effort shall be mailed or emailed to the Settlement Class in conformance with a notice plan to be approved by the Court. Settling Defendants shall have a reasonable opportunity to review and comment on the notice plan and text of the Class Notice, and Plaintiffs shall reasonably consider Settling Defendants' comments.

5. Cost of Class Notice. The costs of providing Class Notice shall be paid by the Escrow Agent from the Settlement Fund as set forth in the Settlement Agreement.

6. **CAFA Notice.** Within ten (10) days of filing of this Settlement Agreement in Court with the abovementioned motion for preliminary approval, Settling Defendants shall provide the appropriate state officials and the appropriate federal official the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. §1715(b) (“CAFA”). Settling Defendants shall be responsible for the costs of sending CAFA notice.

7. Final Approval. If the Court preliminarily approves this Settlement Agreement, Plaintiffs shall seek entry of an Order and Final Judgment. Plaintiffs have advised Settling Defendants that they shall seek entry of an Order and Final Judgment that, *inter alia*:

- a. finally approves this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms and conditions;
- b. certifies the Settlement Class for settlement purposes only as a class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure;
- c. determines that the Class Notice constituted, under the circumstances, the most effective and practicable notice of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
- d. orders that all claims made against Settling Defendants in the Action be dismissed with prejudice and, except as provided for in this Settlement Agreement, without further costs or fees;
- e. incorporates the release set forth in this Agreement such that the Releasing Parties release the Released Parties of the Released Claims as of the date of the Order and Final Judgment;
- f. reserves to the Court exclusive jurisdiction over the settlement and this Settlement Agreement, including the administration and consummation of this Agreement; and
- g. determines that each Settling Party has complied fully with the strictures of Rule 11 of the Federal Rules of Civil Procedure.

8. Attorneys' Fees and Expenses

- a. Except as otherwise provided in this Settlement Agreement, Settling Defendants shall have no responsibility for any other costs, including Co-Lead Counsel's attorneys' fees, costs, and expenses; however, with respect to the Action, including this Settlement Agreement, Settling Defendants shall bear their own costs and attorneys' fees.

- b. Co-Lead Counsel may submit an application to the Court (the “Fee and Expense Application”) for an award of attorneys’ fees and expenses, including for (a) attorneys’ fees and payment of incurred litigation costs and expenses in connection with the investigation, filing, prosecution, and settlement of the Action, plus interest on such amounts awarded at the same rate as earned on the Settlement Fund until paid; and (b) service awards to Plaintiffs.
- c. Attorneys’ fees and expenses awarded by the Court shall be payable from the Settlement Fund immediately upon entry by the Court of an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or potential for appeal or collateral attack on the Settlement Agreement or any part thereof. However, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, any attorneys’ fees and expense award is overturned or reduced, or if the Settlement Agreement is terminated or is not approved by the Court, or if there is an appeal and any order approving the settlement does not become final and binding upon the Settlement Classes, then, within 15 days after receiving such an order from a court of appropriate jurisdiction, each Plaintiffs’ counsel law firm that has received any fees or expenses shall refund to the Settlement Fund such funds previously paid to it, plus interest thereon at the same rate as earned on the Settlement Fund, in an amount consistent with such reversal or reduction. Each law firm that serves as counsel for Plaintiffs, as a condition of receiving a portion of the attorneys’ fees and expense award, on behalf of itself and each partner, shareholder, or member of it, agrees that the law firm and its partners, shareholders, and/or members are subject to the jurisdiction of the Court for purposes of enforcing the provisions of this Section. Any service awards authorized by the Court may be paid only after the Date of Final Approval.
- d. It is agreed that the procedure for and the allowance or disallowance by the Court of any fee and expense application or application for service awards to Plaintiffs shall be considered by the Court separate and apart from its consideration of the fairness, reasonableness, and adequacy of the settlement, and any order or proceeding relating to the fee and expense application, and any appeal of any order relating thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate, modify, or cancel the Settlement Agreement or affect or delay its finality, and shall have no effect on the terms of the Settlement Agreement or on the validity or enforceability of the settlement. The approval, finality, and effectiveness of the settlement shall not be contingent on an award of attorneys’ fees and expenses or service awards to Plaintiffs.

9. When Settlement Becomes Final. The settlement contemplated by this Settlement Agreement shall become final on the date that: (a) the Court has entered the Order and Final Judgment approving this Settlement Agreement, and all of its material terms and conditions and dismissing the Action as against the Settling Defendants with prejudice as to all Settlement Class Members and without costs; and (b) the time for appeal or to seek permission to appeal from the Court's approval of this Settlement Agreement and entry of the Order and Final Judgment has expired with no appeal having been filed or, if appealed, approval of this Settlement Agreement and the Order and Final Judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review.

10. Termination and Rescission

- a. Rejection or Alteration of Settlement Terms.** If the Court declines to grant either preliminary or final approval to this Settlement Agreement or any material part hereof, or if the Court approves this Settlement Agreement in a materially modified form, or if after the Court's approval, such approval is materially modified or set aside on appeal, or if the Court does not enter the Order and Final Judgment, or if the Court enters the Order and Final Judgment and appellate review is sought and on such review such Order and Final Judgment is not affirmed (collectively, "Triggering Events"), then Settling Defendants and Plaintiffs shall each, in their respective sole discretion, have the option to rescind this Settlement Agreement in its entirety by providing written notice of their election to do so ("Termination Notice") to each other within fourteen (14) days of such Triggering Event. Alternatively, if the Court provides feedback such that its approval is conditioned on material modifications to the Settlement Agreement, Settling Defendants and Plaintiffs agree to discuss in good faith within sixty (60) days whether any adjustments to the Settlement Agreement are appropriate, including whether termination is appropriate.
- b. Rescission Based on Opt-Outs.** Simultaneously herewith, Plaintiffs and Settling Defendants are executing a "Confidential Opt-Out Agreement" setting forth certain conditions under which this Agreement may be withdrawn or terminated in Settling

Defendants' sole discretion if Settlement Class Members who meet certain criteria Opt-Out from the Settlement Class. The Settling Parties will keep the terms of the Confidential Opt-Out Agreement confidential, except if compelled by judicial process to disclose them. The Confidential Opt-Out Agreement shall be made available to the Court under seal, if requested.

- c. **Termination of Settlement.** In the event this Settlement Agreement is rescinded or terminated pursuant to this Section, then: (i) within fifteen (15) days, the Settlement Fund—including accrued interest, less taxes and tax expenses that have been paid or that have accrued and will be payable at some later date, and attorneys' fees and costs that have been disbursed pursuant to Court Order, and less expenses and costs that have been disbursed pursuant to Section II(C)(2)—shall be refunded by the Escrow Agent to the Settling Defendants pursuant to written instructions from Settling Defendants' Counsel to Co-Lead Counsel; (ii) the Escrow Agent or the Escrow Agent's designee shall apply for any tax refund owed to the Settlement Fund and pay the proceeds of any tax refund, after deduction of any fees and expenses incurred in connection with such refund application(s), to Settling Defendants; (iii) Co-Lead Counsel shall refund to the Settlement Fund any funds owed to the Settlement Fund pursuant to Section II(E)(8)(c), which amounts shall then be refunded to Settling Defendants, although any costs of notice and administration Plaintiffs are permitted to withdraw from the Settlement Fund pursuant to II(C)(2) shall be nonrefundable if, for any reason, the Settlement Agreement is not finally approved; and (iv) the Parties shall be deemed to have reverted to their respective status in the Action as of June 24, 2025, and without waiver of any positions asserted in the Action as of the day before June 24, 2025, and without having deemed adopted or accepted any part of this Settlement Agreement for purposes of the Action, which shall then resume proceedings in the District Court, that Court having retained jurisdiction over the Settlement Agreement and related matters and, except as otherwise expressly provided in this Settlement Agreement, the Parties shall proceed in all respects as if this Settlement Agreement had not been executed. The Parties agree that, if the Court does not approve the Settlement Agreement, then Settling Defendants shall have the full ability to oppose Plaintiffs' motion for class certification, and Plaintiffs may not use anything in the Settlement Agreement or preliminary approval papers (or drafts and communications regarding those materials) against Settling Defendants.

11. No Admission

- a.** Nothing in this Settlement Agreement constitutes an admission by Settling Defendants as to the merits of the allegations made in the Action, or an admission by Plaintiffs or the Settlement Class of the validity of any defenses that have been or could be asserted by Settling Defendants. Plaintiffs, Defendants, and their respective counsel agree that, whether or not the Court finally approves the Settlement Agreement, neither the fact of nor content of settlement negotiations or discussions: (i) will constitute admissions by any party; (ii) will be used as evidence of any violation of any statute or law, or of any liability or wrongdoing by any party, or the truth, validity, invalidity, strength, or weakness of any of the claims, defenses, or allegations in the Action or any pleading filed by any party in the Action; and (iii) evidence of such negotiations and discussions except in a proceeding to enforce or interpret the Settlement Agreement. Nothing in the Settlement Agreement shall affect the application of Federal Rule of Evidence 408.
- b.** This Settlement Agreement, and any of its terms, and any agreement or order relating thereto, shall not be deemed to be, or offered by any of the Settling Parties to be received in any civil, criminal, administrative, or other proceeding, or utilized in any manner whatsoever as, a presumption, a concession, or an admission of any fault, wrongdoing, or liability whatsoever on the part of any of the Settling Defendants or other Released Parties; provided, however, that nothing contained in this Section shall prevent this Settlement Agreement (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the settlement (or any agreement or order relating thereto) or the Order and Final Judgment, or in which the reasonableness, fairness, or good faith of any Party participating in the settlement (or any agreement or order relating thereto) is in issue, or to enforce or effectuate provisions of this Settlement Agreement or the Order and Final Judgment. This Settlement Agreement may, however, be filed and used in other proceedings, where relevant, to demonstrate the fact of its existence and of this Settlement Agreement, including but not limited to Settling Defendants filing the Settlement Agreement and/or the Order and Final Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, waiver, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

III. MISCELLANEOUS

A. Entire Agreement. This Settlement Agreement shall constitute the entire agreement between the Settlement Class and Settling Defendants pertaining to the settlement of the Action against Settling Defendants and supersedes any and all prior and contemporaneous undertakings of the Settlement Class and Settling Defendants in connection therewith. All terms of the Settlement Agreement are contractual and not mere recitals.

B. Inurement. The terms of the Settlement Agreement are and shall be binding upon, to the fullest extent possible, each of the Releasing Parties and the Released Parties, and upon all other Persons claiming any interest in the subject matter hereto through any of the Settling Parties, Releasing Parties, or Released Parties, including any Settlement Class Members.

C. Modification. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and Settling Defendants, subject (if after preliminary or final approval) to approval by the Court. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

D. Drafted Mutually. For the purpose of construing or interpreting this Settlement Agreement, Plaintiffs and Settling Defendants shall be deemed to have drafted it equally, and it shall not be construed strictly for or against any party.

E. Governing Law. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of Illinois without regard to its choice-of-law or conflict-of-law principles.

F. Jurisdiction. This Settlement Agreement is subject to the continuing and exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or

relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein.

G. Counterparts. This Settlement Agreement may be executed in counterparts by Co-Lead Counsel and Settling Defendants' Counsel, each of which shall be deemed an original and all of which taken together shall constitute the same Settlement Agreement. A facsimile or .pdf signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

H. Represented by Counsel. Plaintiffs and Settling Defendants acknowledge that each have been represented by counsel, have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so, and are not relying on any representation or warranty by the other party other than as set forth herein. Therefore, the Settling Parties and their respective counsel agree that they will not seek to set aside any part of the Settlement Agreement on the grounds of mistake.

I. Authorization. Each of the undersigned attorneys represents that he or she is fully authorized to enter into and execute this Settlement Agreement, subject to Court approval; the undersigned Co-Lead Counsel represent that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs, and the undersigned Settling Defendants' Counsel represent that they are authorized to execute the Settlement Agreement on behalf of Settling Defendants.

J. Privilege. Nothing in this Settlement Agreement or the negotiations or proceedings relating to the foregoing is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, the accountants' privilege, the attorney-client privilege, the joint defense privilege, or work product immunity.

K. Notice. Where this Settlement Agreement requires a party to provide notice or any other communication or document to another party, such notice shall be in writing and shall be given by email and addressed, in the case of notice to Plaintiffs, to Co-Lead Counsel at their addresses set forth below, and, in the case of notice to Settling Defendants, to their representative at the address set forth below, or such other address as Settling Defendants' Counsel or Co-Lead Counsel may designate, from time to time, by giving notice to all Parties in the manner described in this Section.

For Plaintiffs:

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For Settling Defendant Surescripts:

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For Settling Defendant Allscripts:

Joel R. Grosberg
McDermott Will & Emery
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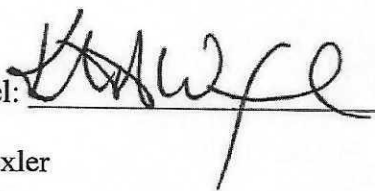
L. Confidentiality. This Settlement Agreement shall remain confidential until publicly filed with the Court for approval. Nothing in this Paragraph shall prohibit Settlement Class Counsel from disclosing this Agreement to their clients or co-counsel. Similarly, nothing in

this Paragraph shall prohibit Settling Defendants from making general disclosures as necessary to comply with the securities laws and other obligations, including to other parties or professionals involved in this Action, as well as in public filings. Absent advance consent of all Parties to the Settlement Agreement, the Parties and their counsel shall not hold any press conference or issue any press release or press statements that relate to the settlement reflected in the Settlement Agreement (excluding any notice documents and notice communications).

M. Non-Disparagement. The Parties agree they will not disparage one another or their respective claims or defenses, such as by making public statements that disparage the Parties or their conduct in connection with the Action, and instead will confine their public comments to essentially the following: "The Parties have agreed to resolve this matter. Defendants have not admitted any liability and continue to deny the allegations in Plaintiffs' complaint, while Plaintiffs believe they would have prevailed."

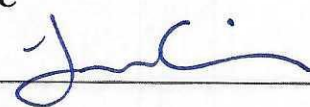
IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have agreed to this Settlement Agreement as of the Execution Date.

Plaintiffs

By their counsel: 

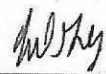
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Exhibit 2

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

IN RE SURESCRIPTS ANTITRUST
LITIGATION

This Document Relates To:
All Class Actions

Civil Action No. 1:19-cv-06627

Honorable John J. Tharp Jr.

[PROPOSED] PLAN OF DISTRIBUTION

1. This Plan of Distribution, subject to Court approval, establishes the framework for distributing funds from the combined Net Settlement Fund, which consists of proceeds from two separate settlement agreements: the Settlement Agreement with Defendants Surescripts LLC & Allscripts Healthcare Solutions, Inc., executed on July 18, 2025 (\$39,750,000); and the Settlement Agreement with Defendant RelayHealth, executed on June 25, 2020 (\$10,000,000).

2. Unless otherwise defined herein, all capitalized terms have the meanings ascribed to them in the Settlement Agreement with Defendants Surescripts LLC & Allscripts Healthcare Solutions, Inc.

3. The Court approved the RelayHealth settlement on February 24, 2022. (ECF No. 202.) Although Settlement Class Members were able to submit claims for e-prescriptions routed through the Surescripts network from April 18, 2021 through January 6, 2022, the settlement proceeds were not distributed. Instead, these funds were held in escrow and will be combined with the recovery from the Surescripts and Allscripts settlement. The total combined settlement proceeds from both settlements is \$49,750,000.

4. The objective of the Plan of Distribution is to equitably distribute the combined Net Settlement Fund to Settlement Class Members who are alleged to have suffered economic losses as a result of the conduct alleged in Plaintiffs' Complaint. The calculations made pursuant to the Plan of Distribution are not intended to be estimates of, nor indicative of, the amounts that

Settlement Class Members might have been able to recover after trial. Rather, the calculations under the Plan of Distribution are a method for making pro rata distributions of the Net Settlement fund to Authorized Claimants.

5. As described below, settlement funds will be distributed to claimants on a pro rata basis based on their share of e-prescriptions routed through the Surescripts network during the Class Period (September 21, 2010 through July 18, 2025), with each claimant receiving its proportional share of the combined Net Settlement Fund. A pro rata distribution based on the number of e-prescriptions routed through the Surescripts network is appropriate because the alleged harm constitutes a per-transaction overcharge rather than a percentage-based markup. Since each routed prescription represents the same amount of alleged harm, distributing the Net Settlement Fund based on number of transactions routed ensures that each Class Member receives compensation directly proportional to its alleged actual damages—pharmacies that processed more prescriptions through the network are alleged to have suffered proportionally greater harm and should receive proportionally larger recovery.

6. The Plan of Distribution set forth herein is the plan that is being proposed by Plaintiffs to the Court for its approval. The Court may approve this Plan of Distribution as proposed or it may amend or modify the Plan of Distribution without further notice to the Settlement Class. Any orders regarding any amendment or modification of the Plan of Distribution will be posted on the Settlement Website (www.surescriptsantitrustlitigation.com).

Administrative Procedures

7. Authorized Claimant: An Authorized Claimant is any Person who or which is a Settlement Class Member and submits a timely and valid claim pursuant to the requirements set forth in the notice, claim form, Settlement Agreement, Settlement Website

(www.surescriptsantitrustlitigation.com), and this Plan of Distribution, and whose claim is approved by the Court.

8. Settlement Class Members who wish to receive a distribution from the Net Settlement Fund must complete and submit a claim form in accordance with the instructions contained therein. Unless the Court orders otherwise, all claims must be submitted by [Insert Date]. Notwithstanding the foregoing, Co-Lead Counsel shall have the discretion, but not the obligation, to accept late-submitted claims for processing by the claims administrator so long as distribution of the proceeds of the Settlement Fund or Net Settlement Fund is not materially delayed. By submitting a claim, a Person shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its claim and the subject matter of the settlements.

9. Documentation Requirement: Claimants are required to provide the following information: (a) Contact information: the Settlement Class Member's name and contact information, including a physical address, telephone number, and email address, and if the person executing the claim form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Settlement Class Member must be included in the claim form to the satisfaction of Co-Lead Counsel or the Court-appointed Claims Administrator, Angeion Group ("Angeion"); (b) total dollar amount paid for e-prescriptions routed through the Surescripts network during the Class Period; (c) for each year of the Class Period, the service name, quantity purchased, and total amount paid; (d) proof of purchase, such as a receipt or other documentation establishing the year of purchase, service purchased, and total amount paid, annually, quarterly, or monthly, for e-prescription routing services claimed; (e) a signature, signed under penalty of perjury, certifying that all of the information submitted in connection with the claim is true, correct, and complete, and the claim form must contain no material deletions or modifications of any of the printed matter contained therein; and (f) payment information

necessary to complete the payment via the Settlement Class Member's payment method of choice (check or direct deposit via ACH). Notwithstanding the foregoing, Co-Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any claim submitted in the interest of achieving substantial justice.

10. Regarding requirement 9(d) above, failure to include proof of purchase will result in the claim being denied; and submission of false or fraudulent claims may result in the claim being rejected in its entirety.

11. Any Settlement Class Member who or which does not timely and validly submit a claim or whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her, or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders, and judgments in the action relating thereto, including, without limitation, the Order and Final Judgment and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Claims against each and all of the Released Parties, as more fully described in the settlement agreements.

12. The Class Period for the Surescripts and Allscripts settlement spans from September 21, 2010 through July 18, 2025. This differs from the earlier RelayHealth settlement, which covered the period from September 21, 2010 through April 19, 2021 (i.e., the settlement with Surescripts and Allscripts extends the class period by approximately four years and three months beyond the RelayHealth settlement's end date). To account for this extended timeframe, Settlement Class Members who previously submitted claims in connection with the RelayHealth settlement will have the opportunity to supplement their submissions with additional information covering the period from April 20, 2021 through July 18, 2025.

Court Review

13. The timeliness and validity of all claims shall be determined by Angeion, subject to review by Co-Lead Counsel and approval by the Court. Further, all other determinations under this Plan of Distribution shall be made by Angeion, subject to review by Co-Lead Counsel and approval by the Court.

14. Once Angeion has considered a timely submitted claim form, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, Angeion shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a claim that is deficient or otherwise rejected shall be afforded twenty (20) calendar days to cure such deficiency if it shall appear that such deficiency may be cured. If any claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the notice of such rejection, serve upon the claims administrator a notice and statement of reasons indicating the claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Co-Lead Counsel shall thereafter present the request for review to the Court. All Plaintiffs, Settlement Class Members, claimants, and Releasing Parties expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations as provided herein. The decision of the Court with respect to objections to the claims administrator's claim determinations shall be final and binding on all Plaintiffs, Settlement Class Members, claimants, and Releasing Parties, and there shall be no appeal to any court, including the United States Court of Appeals for the Seventh Circuit, such right of appeal having been knowingly and intentionally waived by each Plaintiff, Settlement Class Member, claimant, and Releasing Party.

Determination of Distribution Amounts

15. Recognized Claim: An Authorized Claimant's "Recognized Claim" shall be calculated based on the number of e-prescriptions routed through the Surescripts network during the Class Period (September 21, 2010 through July 18, 2025).

16. The combined Net Settlement Fund will be distributed to Authorized Claimants on a pro rata basis based on the relative size of their Recognized Claims compared to the total Recognized Claims of all Authorized Claimants. Specifically, a "Distribution Amount" shall be each Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the combined Net Settlement Fund. No distinction will be made between claims submitted prior to the earlier January 6, 2022 claims deadline and the [Insert Date] final claims deadline for purposes of calculating pro rata distributions of the combined Net Settlement Fund, with the exception of Authorized Claimants who opt out of one settlement but participate in the other.

17. Distribution Amounts will be calculated differently for Authorized Claimants who opted out of one settlement but participated in the other. In both cases, the Claimant's Distribution Amount will be based exclusively on the Net Settlement Fund from the settlement in which they chose to participate:

(a) **Surescripts/Allscripts participants who opted out of RelayHealth:** These Authorized Claimants will receive distributions calculated solely from the Net Settlement Fund attributable to the Surescripts and Allscripts settlement.

(b) **RelayHealth participants who opt out of Surescripts/Allscripts:** These Authorized Claimants will receive distributions calculated solely from the Net Settlement Fund attributable to the RelayHealth settlement.

18. If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to that Authorized Claimant.

Third Party Filers

19. Angeion provides Third Party Filers an opportunity to submit an electronic claims submission using an electronic format such as an excel sheet (Bulk Electronic Filing Template) available on the settlement website. Bulk Electronic Filing Template includes file requirements, claim requirements, and filing instructions.

(a) Once submitted, each electronic claim will be assigned a unique claim number and the data will be loaded into the claims database.

(b) Each Electronic Claim is reviewed to ensure a signed claim form, proof of authority to file, signature verification and a declaration of a data source were included in the submission.

(c) The data will be loaded into the claims database and analyzed for completeness and accuracy. If a claim is determined to be deficient or does not meet filing requirement it will be flagged as such in the database.

(d) Angeion contacts the nominees and other filers who submitted their data electronically to notify the filers of any deficiencies or claims that were determined to be ineligible. These filers are sent an informational email to the email addresses included in their claim submission and attached an excel workbook which contains detailed information associated with submitted claims and indicate which of the claims within the filing are deficient or rejected. The informational email will:

(i) Notify the filer that any Claims with deficiencies not corrected within twenty (20) days from the date of the email be rejected; and

(ii) Advise the filers of the right to contest the rejection of the Claim(s) within twenty (20) days of the email.

Class Distribution Order

20. Plaintiffs shall apply to the Court for a Class Distribution Order: 1) approving Angeion's administrative determinations concerning the acceptance and rejection of the claims submitted; and 2) if the Date of Final Approval has occurred, directing payment of the Net Settlement Fund to Authorized Claimants. Any interest earned on the Settlement Fund that becomes part of the Net Settlement Fund will be distributed pro rata to Authorized Claimants, regardless of the date on which they submitted their claims.

21. Distributions shall be paid via check or direct deposit via ACH, as selected by the Authorized Claimant when submitting a claim. Authorized Claimants choosing Zelle, PayPal or Venmo shall be provided 180 days from issuance to take custody of the funds.

Exhibit 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

If you are a pharmacy in the U.S. and its territories who paid for e-prescriptions routed through the Surescripts network during the period of September 21, 2010 through July 18, 2025, you could be eligible for a payment from a Class Action Settlement.

- This is a class action lawsuit in which Plaintiffs have alleged, among other things, that defendants Surescripts, LLC, Allscripts Healthcare Solutions, Inc., and previously settled defendant RelayHealth entered into a contract, combination, or conspiracy in restraint of trade, the purpose and effect of which was to suppress competition and to charge supracompetitive prices to the Settlement Class during the Class Period, in violation of Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1 and 2 and state antitrust laws.
- Plaintiffs have reached a Settlement with Defendants Surescripts and Allscripts for \$39,750,000. The Parties desire to fully and finally settle all actual and potential Claims by Plaintiffs against Surescripts and Allscripts (“Settling Defendants”) arising from or relating to the Action, the factual allegations underlying the Action, and avoid the costs and risks of protracted litigation and trial.
- The Court previously approved a settlement with Defendant RelayHealth on February 22, 2022, for \$10,000,000.
- Settling Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Action, or that could have been alleged in the Action, and have moved for summary judgment on Plaintiffs’ claims, and would assert numerous defenses to Plaintiffs’ claims if required to do so.
- For purposes of this Settlement, the Settlement Class includes: All pharmacies in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the period September 21, 2010 through July 18, 2025. Excluded from the Settlement Class are Defendants and any of their owners, officers, directors, management, employees, subsidiaries, affiliates, legal representatives, heirs, or assigns; any entity in which any Defendant has a financial interest; any entity which has a financial interest in Surescripts; all governmental entities; any judicial officer presiding over this action and the members of his or her immediate family and judicial staff; and any other Defendant or Co-Conspirator identified in this action.
- The Settlement offers cash payments to Settlement Class Members who file valid, timely Claims.
- A portion of the Settlement’s proceeds will be used by the Settlement Administrator to distribute notice and administer the Settlement, including the claims process and distributing funds to eligible claimants. As described below, Plaintiffs will also apply for an award of attorneys’ fees, reimbursement of litigation costs and expenses, and service awards to be paid from the Settlement’s proceeds, subject to Court approval.

- The remainder of the Settlement's proceeds, plus proceeds from the RelayHealth settlement (less administration costs) will be available for distribution to Settlement Class Members who file valid and timely claims. The Class Period for this Settlement is September 21, 2010 through July 18, 2025. The Class Period for the prior RelayHealth settlement was different: September 21, 2010 through April 19, 2021. If you already submitted a claim in connection with the prior RelayHealth settlement, you have the option of submitting additional information for the period April 20, 2021 through July 18, 2025.
- Visit www.surescriptsantitrustlitigation.com for more information about this Settlement. You can also opt out of, object to, or comment on the Settlement at this time.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
FILE A CLAIM FORM	Filing a claim form is the only way to receive your share of the Settlement Fund(s). If you already submitted a claim in connection with the prior RelayHealth settlement, you do not have to submit another claim, but rather you have the option of submitting additional information for the period April 20, 2021 through July 18, 2025. If you did not previously submit a claim for the RelayHealth settlement, you must submit a claim now to share in the Settlement Fund(s).	[Insert Date]
DO NOTHING AND REMAIN IN THE SETTLEMENT CLASS	You do not need to take any action at this time to remain a member of the Settlement Class. Your interests will be represented by the Settlement Class Representatives and Settlement Class Counsel listed below. As a member of the Settlement Class, you will be bound by any judgment dismissing with prejudice the claims against Settling Defendants, and you will not be able to file or maintain your own lawsuit against Settling Defendants regarding the subject of this lawsuit. By remaining in a Settlement Class, you are eligible to receive a share of the settlement amount for the Surescripts and Allscripts settlement. If you previously filed a claim for the Relay Health settlement, you do not have to file a claim again but may submit more data if you wish. However, if you haven't filed a claim in connection with the Relay Health settlement and you wish to receive your share of the Settlement, you must file a claim on or before [Insert Date].	
EXCLUDE YOURSELF	Excluding yourself from the Settlement means you will get no payment. This is the only option that allows you to keep your right to assert any claims against Settling Defendants for claims related to this case.	[Insert Date]
OBJECT AND/OR ATTEND A HEARING	If you wish to object to the Settlement, or anything else referenced in this Notice, you must file a written objection. You may also request to be heard at the Fairness Hearing.	[Insert Date]

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why did I receive a Notice?

A Court authorized this notice because Settlement Class Members described in Question 5 of this notice have the right to know about this \$39,750,000 Settlement. If you qualify, you could be eligible to receive a payment. **To know if you qualify, see the answer to Question 5.**

The people who sued are called the Plaintiffs. Surescripts, LLC and Allscripts Healthcare Solutions, Inc. are the Settling Defendant. Allscripts changed its name to Veradigm LLC in 2023.

2. What is this lawsuit about?

The lawsuit alleges, among other things, that Defendants Surescripts, Allscripts, and previously settled defendant RelayHealth entered into a contract, combination, or conspiracy in restraint of trade, the purpose and effect of which was to suppress competition and to charge supra-competitive prices to the Settlement Class during the Class Period, in violation of Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1 and 2, and state antitrust laws. Surescripts and Allscripts, the Settling Defendants, deny Plaintiffs’ allegations. The Court has not decided who is right.

Important information about the case will be posted on the website, www.surescriptsantitrustlitigation.com, as it becomes available. Please check the website to be kept informed about any future developments.

3. What is a class action?

In a class action, the Plaintiffs act as “class representatives” and sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “class members.” One court resolves the issues for all class members, except for people who exclude themselves from the class. Judge John J. Tharp Jr. of the United States District Court for the Northern District of Illinois is presiding over this case. The case is *In re Surescripts Antitrust Litigation*, No. 1:19-cv-06627.

4. Why is there a Settlement of this lawsuit?

The Court did not decide in favor of Plaintiffs or Settling Defendants. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and class members get compensation. The class representatives and their attorneys think the settlement is best for everyone affected.

WHO IS IN THE SETTLEMENT

5. Who is in the Settlement?

To get money from the settlement, you have to be a class member. You may be a member of the Settlement Class and eligible to file a claim, object, or exclude yourself from this Settlement if you are a pharmacy in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the period September 21, 2010 through July 18, 2025.

Excluded from the Settlement Class are Defendants and any of their owners, officers, directors, management, employees, subsidiaries, affiliates, legal representatives, heirs, or assigns; any entity in which any Defendant has a financial interest; any entity which has a financial interest in Surescripts; all governmental entities; any judicial officer presiding over this action and the members of his or her immediate family and judicial staff; and any other Defendant or Co-Conspirator identified in this action.

6. What should I do if I am still not sure whether I am included?

If you are not sure whether you are included in the class, you can ask for free help by calling the Settlement Administrator at (844)-974-4844 or email Info@SurescriptsAntitrustLitigation.com for more information.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Settling Defendants will pay \$39,750,000.00 into a Settlement Fund. After deductions for attorneys’ fees, litigation costs and expenses, service awards, and notice and claims administration costs (see Question 14), the Fund will be distributed to class members who submit valid and timely claims.

More details are in the Settlement Agreement, available at www.surescriptsantitrustlitigation.com.

8. How much money can I get from the Settlement and what is the distribution plan?

The amount of your payment will be determined by the Plan of Distribution, if it is approved, or by such other plan of distribution that is approved by the Court.

The Plan of Distribution provides for a *pro rata* allocation of the Net Settlement Fund to eligible claimants, with each claimant's award calculated based on their proportionate share of the total number of e-prescriptions routed through the Surescripts network by all eligible claimants during the Class Period (September 21, 2010 – July 18, 2025).

For information on how to make claim, see Question 10 and www.surescriptsantitrustlitigation.com.

9. What am I giving up if I stay in the class?

Unless you exclude yourself with an opt-out request (*see* Question 15), you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants relating to the issues in this case. The “Released Claims” in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement can be viewed at www.surescriptsantitrustlitigation.com.

HOW TO GET A PAYMENT—MAKING A CLAIM

10. How can I get a payment?

If you are a pharmacy in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the settlement class period, you can file a claim at www.surescriptsantitrustlitigation.com, or return the claim form to the Settlement Administrator at the address set forth below in Question 25 on or before **[Insert Date]**. If you already submitted a claim in connection with the prior settlement with RelayHealth, you do not have to submit another claim. However, you have the option of supplementing your RelayHealth claim by submitting additional information for the period April 20, 2021 through July 18, 2025. All claims will be calculated proportionally based on paid prescriptions for distributions from the combined Net Settlement Fund from both settlements, regardless of whether they were filed before the January 6, 2022 claims deadline for the RelayHealth settlement or the **[Insert Date]** final claims deadline for this settlement with Surescripts and Allscripts.

11. When will I get my payment?

At this time, it is not known precisely how much each eligible claimant will receive nor when payments will be made. The Court will hold a hearing on **[Insert Date]** at **[Insert Time]** Central Time to decide whether to approve the Settlement. If the Court approves the Settlement, there still may be appeals of that decision. It is hard to estimate how long it might take for any appeals to be resolved.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement website, www.surescriptsantitrustlitigation.com.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Wexler Boley & Elgersma LLP, Scott+Scott Attorneys at Law LLP, Wagstaff & Cartmell LLP, Gustafson Gluek PLLC, Kaplan Fox & Kilsheimer LLP, Lockridge Grindal Nauen PLLP, Spector, Roseman & Kodroff PC, and DiCello Levitt LLP to represent you and the other class members. These firms are called Settlement Class Counsel. You will not be charged for their services.

13. Should I get my own lawyer?

You do not need to hire your own lawyer because Settlement Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Settlement Class Counsel to speak for you. You may also appear for yourself without a lawyer.

14. How will the lawyers be paid?

You do not have to pay Settlement Class Counsel. Settlement Class Counsel, who have not been paid for their services since this case began in 2019, will seek an award of attorneys' fees out of the Settlement Fund, as well as reimbursement for litigation costs and expenses that they advanced in pursuing the claims. The fees will compensate Settlement Class Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement. Settlement Class Counsel's attorneys' fee request will not exceed one third of the Settlement Fund (after deducting Court-approved administrative costs and any service awards granted by the Court) (plus interest). Additionally, Settlement Class Counsel will also seek reimbursement of their out-of-pocket litigation expenses to be paid out of the Settlement Fund of up to \$3,500,000 (plus interest).

Plaintiffs will also ask the Court to approve service award payments out of the Settlement Fund of \$25,000 from the Surescripts and Allscripts Settlement to each of the Plaintiffs, and \$10,000 to each Plaintiff from the previously approved settlement with RelayHealth for a total of \$280,000. The eight Plaintiffs are Corner Pharmacy, Summers Pharmacy, Logan Primary Pharmacy, Bartow Pharmacy Medical Supply, Concord Pharmacy, Whitman Pharmacy, Kennebunk Village Pharmacy, Inc, and 731 Pharmacy Corp. d/b/a Ivan Pharmacy. During this litigation each class representative sat for a deposition, produced documents, and actively participated in the litigation.

The costs of providing this notice and administering the Settlement, including the claims process and distributing funds to eligible claimants, are being paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement and you want to keep your right, if any, to sue the Settling Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the class.

15. How do I get out of the Settlement?

You may opt out of the Settlement by **[Insert Date]** by sending a letter that includes the following to the address below:

- Your name, address, and telephone number;
- Proof of membership in the Settlement Class, including any documentation evidencing you directly paid for e-prescriptions routed through the Surescripts network during the Class Period;
- A statement that you want to be excluded from the Settlement Class; and
- Your signature if you are an individual, or if you are an entity, a signature from the authorized representative of the entity along with a statement of that person's position or authority by which he or she has the power to exclude the entity from the Settlement Class.

Surescripts Antitrust Litigation
Attn: Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Settlement Class Members shall not be permitted to exclude other Settlement Class Members. Moreover, group or class-wide exclusions shall not be permitted. A request for exclusion must be submitted by each Settlement Class Member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Class Member must include proof of the representative's legal authority and authorization to act and request exclusion on behalf of each Class Member they seek to opt out.

If you exclude yourself from the Settlement Class, you will not receive any benefits of the Settlement, you will not be legally bound by anything that happens in the lawsuit, and you may be able to sue (or continue to sue) Settling Defendants in the future about the legal issues in this case.

Mailed opt-out requests must be postmarked no later than **[Insert Date]**.

A request for exclusion that does not include all of the foregoing information, that does not contain the proper signature, that is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid and the individual or entity filing such an invalid request shall be a Settlement Class Member and shall be bound by the Settlement, if approved.

16. If I don't opt out, can I sue Defendants for the same thing later?

No. Unless you opt out, you give up the right to sue Settling Defendants for the claims the Settlement resolves. You must exclude yourself from the class if you want to try to pursue your own lawsuit.

17. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class under the Settlement; you will not receive any payment as part of the Settlement; you will not be able to object to the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right, if any, to sue Settling Defendants on the claims alleged in the case by filing or continuing your own lawsuit at your own expense.

OBJECTING TO THE SETTLEMENT

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

If you're a class member and do not opt out of the Settlement, you can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue against Settling Defendants. If that is what you want to happen, you must object. You may also object to the requests for attorneys' fees, litigation costs and expenses, and service awards.

Your objection must be in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

To object, you must file a document with the Court saying that you object to the proposed Settlement in *In Re: Surescripts Antitrust Litigation*., Civil Action No. 1:19-cv-06627. Be sure to include:

- Your name, address, email address, and the identity of and contact information for any attorney representing you;

- Whether you plan to appear, either in person or through counsel, at the Fairness Hearing;
- Proof of membership in the Settlement Class, including any documentation evidencing you directly paid for e-prescriptions routed through the Surescripts network during the Class Period;
- The specific reasons you object, along with any supporting materials or documents in support of the objection;
- Whether your objection applies only to yourself, to a subset of the Settlement Class, or to the Settlement Class as a whole;
- A list of all class action settlements to which you and/or your counsel have previously objected; and
- Your signature.

You must mail the objection by First Class U.S. Mail, postmarked no later than **[Insert Date]**, to each of the following addresses:

Court	Class Counsel	Counsel for Settling Defendants
Clerk of the Court United States District Court for the Northern District of Illinois Eastern Division Everett McKinley Dirksen United States Courthouse 219 South Dearborn St. Chicago, IL 60604	Kenneth A. Wexler Justin N. Boley Wexler Boley & Elgersma LLP 311 South Wacker Drive, Suite 5450 Chicago, Illinois 60606	For Surescripts: Jennifer L. Giordano Latham & Watkins LLP 555 Eleventh Street, NW Suite 1000 Washington, D.C. 20004-1304 For Allscripts: Joel R. Grosberg McDermott Will & Emery The McDermott Building 500 North Capitol Street, NW Washington D.C., 20001-1531

If your objection is not postmarked by the deadline and does not include the information listed above, it will not be valid.

In addition, any objector or counsel for an objector that desires to appear at the Fairness Hearing must file with the Court, and send to the designees of Co-Lead Counsel and Defendant's Counsel identified below, by first-class mail and postmarked by **[Insert Date]**, a separate notice of intention to appear in *In re Surescripts Antitrust Litigation*, Case No. 1:19-cv-06627 (N.D. Ill.) that identifies by name, position, address, email address, and telephone number each person who intends to appear at the Fairness Hearing on behalf of the objector as well as the objector's signature.

19. What's the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you. You cannot both opt out and object to the Settlement.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at [Insert Time] Central Time on [Insert Date] in the United States District Court for the Northern District of Illinois, located at 219 South Dearborn St., Chicago, IL 60604.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to award the requested attorneys' fees, litigation costs and expenses, and service awards. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice. Be sure to check the website, www.surescriptsantitrustlitigation.com, for news of any such changes.

21. Do I have to come to the Fairness Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection (discussed above at Question 18) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. You cannot speak at the hearing if you exclude yourself from the class.

IF I DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class. By remaining in the Settlement Class, you are eligible to submit a claim, and if the claim is accepted, receive a share of the Settlement proceeds once it is paid out, after payment of attorneys' fees, litigation costs and expenses, service awards, and the costs of notice and claims administration. If you already submitted a claim in connection with the prior settlement with RelayHealth, you do not have to submit another claim. However, you have the option of supplementing your RelayHealth claim by submitting additional information for the period April 20, 2021 through July 18, 2025

GETTING MORE INFORMATION

24. Are more details about the Settlement available?

Yes. This notice summarizes the proposed Settlement—more details are in the Settlement Agreement, and other important case documents. You can get a copy of these and other documents at www.surescriptsantitrustlitigation.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

25. How do I get more information?

The website www.surescriptsantitrustlitigation.com has important Court Documents and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

You can also call or write to the Settlement Administrator at:

Surescripts Antitrust Litigation
Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(844) 974-4844
Info@SurescriptsAntitrustLitigation.com

Exhibit 4

From Email: [insert email address]
From Name: Settlement Administrator
Subject: Legal Notice – In re Surescripts Antitrust Litigation

Name: XXXXXX
Notice ID: XXXXXX
Confirmation Code: XXXXXX

LEGAL NOTICE

If you are a pharmacy in the U.S. and its territories who paid for e-prescriptions routed through the Surescripts network during the period of September 21, 2010 through July 18, 2025, you could be eligible for a payment from a Class Action Settlement.

A settlement has been reached in a class action lawsuit about alleged anticompetitive conduct regarding e-prescriptions services. The lawsuit claims that Defendants Surescripts, LLC and Allscripts Healthcare Solutions, Inc., and previously settled Defendant RelayHealth, engaged in unlawful conduct to suppress competition and to charge supracompetitive prices to the Settlement Class during the Class Period. Surescripts and Allscripts, the Settling Defendants, deny Plaintiffs' claims. The Court previously approved a settlement with RelayHealth on February 22, 2022. The case is called In re Surescripts Antitrust Litigation, No. 1:19-cv-06627, and it is pending before Judge John J. Tharp Jr. of the United States District Court for the Northern District of Illinois.

Am I included?

You are included in the Settlement if you are a pharmacy in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the period September 21, 2010 through July 18, 2025. Excluded from the Settlement Class are Defendants and any of their owners, officers, directors, management, employees, subsidiaries, affiliates, legal representatives, heirs, or assigns; any entity in which any Defendant has a financial interest; any entity which has a financial interest in Surescripts; all governmental entities; any judicial officer presiding over this action and the members of his or her immediate family and judicial staff; and any other Defendant or Co-Conspirator identified in this action.

What does the Settlement provide?

The Settlement with Surescripts and Allscripts will create a \$39,750,000 Settlement Fund that will be used to pay eligible Class Members who submit valid claims. More details are in a document called the Settlement Agreement, which is available at www.surescriptsantitrustlitigation.com. The deadline to file a claim form is **[Insert Date]**. The Court previously approved a settlement with RelayHealth on February 22, 2022, for \$10,000,000.

How can I get a payment?

If you are a pharmacy in the United States and its territories who paid for e-prescriptions routed through the Surescripts network from September 21, 2010 through July 18, 2025, you can file a claim at www.surescriptsantitrustlitigation.com on or before **[Insert Date]**. If you submitted a claim in connection with the prior settlement with RelayHealth, you do not have to submit another claim. However, you have the option of supplementing your RelayHealth claim by submitting additional information for the period April 20, 2021 through July 18, 2025. All claims will be calculated proportionally based on paid prescriptions for distributions from the combined Net Settlement Fund from both settlements, regardless of

whether they were filed before the January 6, 2022 claims deadline for the RelayHealth settlement or the **[Insert Date]** final claims deadline for this settlement with Surescripts and Allscripts.

What are my rights?

If you don't want any benefits from this Settlement, and you want to keep the right to sue the Settling Defendants about the issues in this case, then you must take steps to exclude yourself from the Settlement. This is sometimes referred to as "opting out" of the Class. If you want to keep your right to sue the Settling Defendants, you must exclude yourself from the Settlement Class by **[Insert Date]**. If you stay in the Settlement Class, you may object to the Settlement by **[Insert Date]**. If you do nothing, you will remain a member of the Settlement Class. Your interests will be represented by Settlement Class Counsel as listed below. As a member of the Settlement Class, you will be bound by the Court's decisions concerning the Settlement. Visit www.surescriptsantitrustlitigation.com for more information on how to exclude yourself from the Settlement or how to object to the Settlement.

Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Wexler Boley & Elgersma LLP, Scott+Scott Attorneys at Law LLP, Wagstaff & Cartmell LLP, Gustafson Gluek PLLC, Kaplan Fox & Kilsheimer LLP, Lockridge Grindal Nauen PLLP, Spector, Roseman & Kodroff PC, and DiCello Levitt LLP to represent you and the other class members. These firms are called Settlement Class Counsel. You will not be charged for their services.

The Court's Fairness Hearing

The Court will hold a hearing on **[Insert Date]** at **[Insert Time]** **Central Standard Time** to consider whether to approve the Settlement and whether to approve Plaintiffs and Settlement Class Counsel's requests for attorneys' fees, litigation expenses, and service awards. For more information about these requests, visit www.surescriptsantitrustlitigation.com.

Additional information

For additional information, please visit www.surescriptsantitrustlitigation.com. You can also contact the Settlement Administrator by mail at: Surescripts Antitrust Litigation, Attn: Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, by emailing Info@SurescriptsAntitrustLitigation.com, or by calling the toll-free number, (844) 974-4844. Please do not contact the Court with questions about the Settlement.

[Unsubscribe](#)

Exhibit 5

LEGAL NOTICE

If you are a pharmacy in the U.S. and its territories who paid for e-prescriptions routed through the Surescripts network during the period of September 21, 2010 through July 18, 2025, you could be eligible for a payment from a Class Action Settlement.

A settlement has been reached in a class action lawsuit about alleged anticompetitive conduct regarding e-prescriptions services. The lawsuit claims that Defendants Surescripts, LLC and Allscripts Healthcare Solutions, Inc., and previously settled Defendant RelayHealth engaged in unlawful conduct to suppress competition and to charge supracompetitive prices to the Settlement Class during the Class Period. Surescripts and Allscripts, the Settling Defendants, deny Plaintiffs' claims. The Court previously approved a settlement with RelayHealth on February 22, 2022. The case is called *In re Surescripts Antitrust Litigation*, No. 1:19-cv-06627, and it is pending before Judge John J. Tharp Jr. of the United States District Court for the Northern District of Illinois.

Am I included?

You are included in the Settlement if you are a pharmacy in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the period September 21, 2010 through July 18, 2025. Excluded from the Settlement Class are Defendants and any of their owners, officers, directors, management, employees, subsidiaries, affiliates, legal representatives, heirs, or assigns; any entity in which any Defendant has a financial interest; any entity which has a financial interest in Surescripts; all governmental entities; any judicial officer presiding over this action and the members of his or her immediate family and judicial staff; and any other Defendant or Co-Conspirator identified in this action.

What does the Settlement provide?

The Settlement with Surescripts and Allscripts will create a \$39,750,000 Settlement Fund that will be used to pay eligible Class Members who submit valid claims. More details are in a document called the Settlement Agreement, which is available at www.surescriptsantitrustlitigation.com. The deadline to file a claim form is **[Insert Date]**. The Court previously approved a settlement with RelayHealth on February 22, 2022, for \$10,000,000.

How can I get a payment?

If you are a pharmacy in the United States and its territories who paid for e-prescriptions routed through the Surescripts network from September 21, 2010 through July 18, 2025, you can file a claim at www.surescriptsantitrustlitigation.com on or before **[Insert Date]**. If you submitted a claim in connection with the prior settlement with RelayHealth, you do not have to submit another claim. However, you have the option of supplementing your RelayHealth claim by submitting additional information for the period April 20, 2021 through July 18, 2025. All claims will be calculated proportionally based on paid prescriptions for distributions from the combined Net Settlement Fund from both settlements, regardless of whether they were filed before the January 6, 2022 claims deadline for the RelayHealth settlement or the **[Insert Date]** final claims deadline for this settlement with Surescripts and Allscripts.

What are my rights?

If you don't want any benefits from this Settlement, and you want to keep the right to sue the Settling Defendants about the issues in this case, then you must take steps to exclude yourself from the Settlement. This is sometimes referred to as "opting out" of the Class. If you want to keep your right to sue the Settling Defendants, you must exclude yourself from the Settlement Class by **[Insert Date]**. If you stay in the Settlement Class, you may object to the Settlement by **[Insert Date]**. If you do nothing, you will remain a member of the Settlement Class. Your interests will be represented by Settlement Class Counsel as listed below. As a member of the Settlement Class, you will be bound by the Court's decisions concerning the

Settlement. Visit www.surescriptsantitrustlitigation.com for more information on how to exclude yourself from the Settlement or how to object to the Settlement.

Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Wexler Boley & Elgersma LLP, Scott+Scott Attorneys at Law LLP, Wagstaff & Cartmell LLP, Gustafson Gluek PLLC, Kaplan Fox & Kilsheimer LLP, Lockridge Grindal Nauen PLLP, Spector, Roseman & Kodroff PC, and DiCello Levitt LLP to represent you and the other class members. These firms are called Settlement Class Counsel. You will not be charged for their services.

The Court's Fairness Hearing

The Court will hold a hearing on **[Insert Date]** at **[Insert Time]** Central Standard Time to consider whether to approve the Settlement and whether to approve Plaintiffs and Settlement Class Counsel's requests for attorneys' fees, litigation expenses, and service awards. For more information about these requests, visit www.surescriptsantitrustlitigation.com.

Additional information

For additional information, please visit www.surescriptsantitrustlitigation.com. You can also contact the Settlement Administrator by mail at: Surescripts Antitrust Litigation, Attn: Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, by emailing Info@surescriptsantitrustlitigation.com, or by calling the toll-free number, (844) 974-4844. Please do not contact the Court with questions about the settlement.

Exhibit 6

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

LEGAL NOTICE

In re Surescripts Antitrust Litigation
Civil Action No. 1:19-cv-06627

A settlement between Plaintiffs and Surescripts and Allscripts has been proposed in the above-referenced lawsuit pending in U.S. District Court for the Northern District of Illinois.

This case claims that Defendants Surescripts LLC, Allscripts Healthcare Solutions, Inc., and RelayHealth, engaged in unlawful conduct to suppress competition and to charge supracompetitive prices to the Settlement Class during the Class Period. Surescripts and Allscripts, the Settling Defendants, deny that they did anything wrong.

Who Is Included? The Settlement Class includes: All pharmacies in the United States and its territories who paid for e-prescriptions routed through the Surescripts network during the period September 21, 2010 through July 18, 2025.

This is a summary notice only and additional details can be found at www.surescriptsantitrustlitigation.com.
Please do not contact the court with questions about the settlement.

Surescripts Antitrust Litigation
c/o Settlement Administrator
1650 Arch Street
Suite 2210
Philadelphia, PA 19103

PERMIT
FIRST CLASS
U.S. POSTAGE
PAID
PERMIT NO. XX

Electronic Service Requested

BARCODE

Postal Service: Please do not mark barcode

Notice ID: XXXXXX

FIRST NAME LAST NAME
STREET 1
STREET 2
CITY, STATE ZIP
PROVINCE POSTAL CODE
COUNTRY

A settlement has been reached in the Surescripts Antitrust Litig., No. 1:19-cv-06637 (100 ft.) before Judge John D. Oden Jr., and the settlement is between Plaintiffs and Defendants Surescripts and Allscripts.

What does the Settlement provide? The Settlement will create a \$39,750,000 million Settlement Fund that will be used to pay eligible Class Members who submit valid claims. The deadline to file a claim form is [Insert Date]. The Court previously approved a settlement with Defendants RelayHealth on February 22, 2022, for \$10,000,000.

How can I get a payment? If you are a pharmacy in the United States and its territories who paid for e-prescriptions routed through the Surescripts network from September 21, 2010 through July 18, 2025, you can file a claim at www.surescriptsantitrustlitigation.com on or before [Insert Date]. If you submitted a claim in connection with the prior settlement with RelayHealth, you do not have to submit another claim. However, you have the option of supplementing your RelayHealth claim by submitting additional information for the period April 20, 2021 through July 18, 2025.

What are my rights? If you don't want any benefits from this Settlement, and you want to keep the right to sue the Settling Defendants about the issues in this case, then you must take steps to exclude yourself from the Settlement. This is sometimes referred to as "opting out" of the Class. If you want to keep your right to sue the Settling Defendants, you must exclude yourself from the Settlement Class by [Insert Date]. If you stay in the Settlement Class, you may object to the Settlement by [Insert Date]. If you do nothing, you will remain a member of the Settlement Class. Your interests will be represented by Settlement Class Counsel as listed below. As a member of the Settlement Class, you will be bound by the Court's decisions concerning the Settlement. Visit www.surescriptsantitrustlitigation.com for more information on how to exclude yourself from the Settlement or how to object to the Settlement.

Do I have a lawyer in the case? Yes. The Court appointed the law firms of Wexler Boley & Elgersma LLP, Scott+Scott Attorneys at Law LLP, Wagstaff & Cartmell LLP, Gustafson Gluek PLLC, Kaplan Fox & Kilsheimer LLP, Lockridge Grindal Nauen PLLP, Spector, Roseman & Kodroff PC, and DiCello Levitt LLP to represent you and the other class members. These firms are called Settlement Class Counsel. You will not be charged for their services.

The Court's Fairness Hearing. The Court will hold a hearing on [Insert Date] at [Insert Time] Central Standard Time to consider whether to approve the Settlement and whether to approve Plaintiffs and Settlement Class Counsel's requests for attorneys' fees, litigation expenses, and service awards.

Additional information. For additional information, please visit www.surescriptsantitrustlitigation.com. You can also contact the Settlement Administrator by mail at: Surescripts Antitrust Litigation, Attn: Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, by emailing Info@surescriptsantitrustlitigation.com, or by calling the toll-free number, (844) 974-4844. Please do not contact the Court with questions about the Settlement.