

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE: MOVEIT CUSTOMER DATA
SECURITY BREACH LITIGATION

MDL No. 1:23-md-03083-ADB-PGL

This Document Relates To:

1:23-cv-12478
1:23-cv-12281
1:23-cv-12561
1:24-cv-11523
1:23-cv-12226
1:23-cv-12273

**DECLARATION OF MARK COWEN IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Mark Cowen, hereby declare as follows:

1. I am a Project Manager at A.B. Data, Ltd.’s Class Action Administration Division (“A.B. Data”), whose Corporate Office is located in Milwaukee, Wisconsin. This declaration (“Declaration”) is based upon my personal knowledge, and that of A.B. Data staff members, and if called as a witness, I could and would testify competently thereto.
2. I submit this Declaration in connection with the class action notice administration proceedings related to the above-captioned Action (the “Action”).
3. This Declaration details the steps that were taken to implement notice of the settlement as required by the Court’s “Preliminary Approval Order” entered August 14, 2025. Those steps included: i) mailing and emailing the Court-approved “Notice of Proposed Class Action Settlement” (“Notice”) to Settlement Class Members; and ii) establishing a case-specific website to advise potential Settlement Class Members of their rights in the Settlement and the deadlines specific to these rights, and posting important documents such as the Long-Form Notice and relevant court documents.

DISSEMINATION OF NOTICE

4. On August 25, 2025, A.B. Data received electronic data files containing the names and mailing addresses Settlement Class Members. After a duplication of records, a total of 1,591,519 unique Settlement Class Member records were loaded to a secure environment with controlled access.
5. A.B. Data was directed by the parties to engage a third-party vendor to utilize the information provided in the Class List to conduct a reverse append process in order to obtain email addresses for Settlement Class Members. As a result of this append process, a total of 894,723 email addresses were returned and used to email Notice.
6. To help ensure deliverability of the Email Notice, A.B. Data conducted an email validation exercise removing invalid and duplicative email addresses. After the validation process, A.B. Data determined there were 705,484 distinct and valid email addresses associated with Settlement Class Members.
7. On September 24, 2025, A.B. commenced the Email Notice Campaign to all 705,484 distinct and valid email addresses and concluded the Email Notice on October 1, 2025. Of the emails sent, 452,097 emails were delivered to Settlement Class Members. A true and correct copy of the Email Notice is attached as **Exhibit A**.
8. Settlement Class Member records where an email address was not located, or where the appended email address was deemed invalid, were sent a Postcard Notice via First-Class Mail. Prior to mailing, Postcard Notices A.B. Data subjected the Class List to the USPS's National Change of Address ("NCOA") database which updated the Class List with address changes received from the NCOA.
9. A.B. Data mailed 886,035 Postcard Notices on September 29, 2026. A true and correct copy of the mailed Postcard Notice is attached hereto as **Exhibit B**.
10. For Email Notices that "bounced" or were otherwise undeliverable, A.B. Data subsequently sent Postcard Notice via First-Class Mail to those individuals as well. As of

October 17, 2025, 253,387 Postcard Notices mailed to this group of Settlement Class Members.

11. Accordingly, as of the date of this declaration, a total of 1,139,422 Postcard Notices have been mailed. A.B. Data performed Advanced Address Searches (AAS) on the undeliverable mail returned by the USPS, without a forwarding address. AAS searches resulting in the location and remail of 27,523 Postcard Notices to the updated address.

12. As of the date of this declaration, an Email and/or Postcard Notice was delivered to 1,539,176 of the 1,591,519 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 96.7% of the identified Settlement Class.

REMINDER NOTICE

13. The Settlement Agreement required that A.B. Data send Reminder Notice Emails to Class Members who had not yet filed a claim. These notices were to be sent 25 days before the claim filing deadline. Due to an inadvertent oversight, A.B. Data did not send Reminder Notices to Class Members by that date.

14. Upon discovering this oversight A.B. Data informed Class Counsel. Class Counsel and Counsel for Defendant conferred and agreed that the reminder notice would be sent as soon as possible and that the claims portal would be reopened for an extra term of 25 days from the final sending date of the reminder notice.

15. The Reminder Notice email campaign commenced on February 25, 2026, and is scheduled to be concluded no later than March 5, 2026. The online claim portal has been reopened and the deadline for those Class Members receiving a reminder notice is March 30, 2026. A true and correct copy of the emailed reminder Notice is attached hereto as **Exhibit C**.

16. A.B. Data will provide the Court with a supplemental declaration regarding any additional claims filed during this reminder claim period.

WEBSITE AND TELEPHONE

17. Prior to Preliminary Approval, A.B. Data established a case-specific toll-free telephone number (1-877-888-4839) to answer questions for recipients of the Notice. On September 24, 2025, A.B. Data established an interactive voice response (“IVR”) system to provide summary information to frequently asked questions specific to the Settlement. This also provided callers the opportunity to speak with a live customer support representative.

18. As of the date of this Declaration, a total of 7,269 calls have been placed to the toll-free number, with 5,125 of those being transferred to a representative.

19. On September 24, 2025, A.B. Data established a case-specific Settlement Website, www.MOVEitNuanceResource.com. The Settlement Website includes case-specific information, including rights in the Settlement, relevant deadlines, and downloadable versions of the Preliminary Approval Order, Settlement Agreement, Long-Form Notice, Claim Form. Class Counsel’s application for attorneys’ fees, expenses, and service awards was also placed on the Settlement Website in advance of the Objection Deadline. A true and correct copy of the Long-Form Notice is attached as **Exhibit D**.

20. The Settlement Website also included functionality for Settlement Class Members to file a Claim Form online. A Claim Form was also available in a downloadable PDF document where potential Settlement Class Members could complete and mail to the Settlement Administrator.

CLAIMS

21. A Claim is deemed eligible if the claimant can be matched to the Class List with the unique identifying information provided in their Notice, or by matching identifying information on the Claim to the Class List, namely name and address.

22. Prior to performing deficiency and denial reviews, A.B. Data will conduct a review to identify and combine duplicate Claim submissions to establish unique Claims.

23. Claims that did not provide documentation, or sufficient documentation, supporting their claim of monetary losses will be sent a Notice of Deficiency requesting reasonable and relevant documentation supporting their claim for monetary losses.

24. Claims that cannot be verified as eligible Settlement Class Members, and which are not determined to be fraudulently submitted, will be sent a Notice of Rejection requesting supporting documentation demonstrating that they are eligible Settlement Class Members. Fraudulently submitted claims will be rejected without further notice.

25. A final determination of valid Claims will be made after all deficient Claims deadlines have been met, all claims have been determined eligible by the Claim matching exercise indicated above, and all de-duplication efforts have been made.

26. A.B. Data will provide the court with updated claims submission information via a supplement declaration submitted in advance of the Final Approval Hearing.

OBJECTIONS

27. As of the date of this Declaration, A.B. Data has not received any written objections or comments related to the Settlement.

OPT OUTS

28. As of the date of this Declaration, A.B. Data has received 29 requests to opt out of the Settlement. A list of the optouts received is attached hereto as **Exhibit E**.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 27th day of February 2026, in Apple Valley, MN.



Mark Cowen

EXHIBIT A

From: help@mg.abdataclassactionmail.com on behalf of [MOVEit Nuance Resource Settlement](#)
To:
Subject: Notice of Class Action Settlement
Date: Tuesday, September 23, 2025 1:48:28 PM

If you'd like to unsubscribe [click here](#).

Notice of Nuance Security Incident
Class Action Settlement

A Settlement has been proposed in a class action lawsuit about a Security Incident that potentially compromised your personal information.

Unique ID: G93CMK3Q
PIN: 7C4XF7

A Settlement has been proposed in a class action lawsuit against Nuance Communications, Inc. ("Defendant" or "Nuance"). The Settlement resolves claims brought by individuals impacted by the Nuance Communications, Inc. MOVEit-related Security Incident, which occurred between May 27 and May 31, 2023, and resulted in the potential compromise of individuals' Personal Information. Defendant denies any allegation of wrongdoing.

Who's Included? You are included in the Settlement as a "Settlement Class Member" because you have been identified as a person who received notice that your Personal Information may have been accessed or exposed as a result of Nuance's use of MOVEit, a file transfer tool, during the MOVEit Security Incident.

What does the Settlement provide? Under the Settlement, Nuance will pay \$8,500,000 into a Settlement Fund which will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, service award, and attorneys' fees and costs. Settlement Class Members may file a claim to receive **either**: (1) reimbursement of ordinary losses up to \$2,500 and reimbursement of extraordinary losses up to \$10,000; **or** (2) an alternative cash payment of \$100 (subject to *pro rata* reduction or increase based on total claims submission). All Settlement Class Members may also file a claim to receive medical data monitoring, credit monitoring, and identity theft monitoring.

How do I get a Payment? You must complete and submit a Claim Form by **December 24, 2025**. Claim Forms may also be submitted online at www.MOVEitNuanceResource.com or printed from the website and mailed to the address on the form.

What are my other options? If you do nothing, your rights will be affected, and you won't get a payment. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **November 24, 2025**. Unless you exclude yourself, you won't be able to sue or continue to sue Nuance or other released parties, as defined in the Settlement Agreement, for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by **November 24, 2025**. More information about these options is available at www.MOVEitNuanceResource.com.

The Court's hearing. The Court will hold a Final Approval Hearing in this case (*In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB (D. Mass.)) on **March 31, 2026**. At the hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for attorneys' fees and costs, and a service award to the Settlement Class Representatives (up to \$2,500 each). You or your lawyer may appear at the hearing at your own expense.

Questions? This notice provides only a high-level summary of the Settlement. More details, including the Settlement Agreement, are provided at www.MOVEitNuanceResource.com or you can call the Settlement Administrator at 877-888-4839.

EXHIBIT B

**Notice of Nuance Security
Incident Class Action
Settlement**

MOVEit Nuance Resource Settlement
P.O. Box 173041
Milwaukee, WI 53217

**A Settlement has been
proposed in a class action
lawsuit about a Security
Incident that potentially
compromised your
personal information.**

A Settlement has been proposed in a class action lawsuit against Nuance Communications, Inc. (“Defendant” or “Nuance”). The Settlement resolves claims brought by individuals impacted by the Nuance Communications, Inc. MOVEit-related Security Incident, which occurred between May 27 and May 31, 2023, and resulted in the potential compromise of individuals’ Personal Information. Defendant denies any allegation of wrongdoing.

Who’s Included? You are included in the Settlement as a “Settlement Class Member” because you have been identified as a person who received notice that your Personal Information may have been accessed or exposed as a result of Nuance’s use of MOVEit, a file transfer tool, during the MOVEit Security Incident.

What does the Settlement provide? Under the Settlement, Nuance will pay \$8,500,000 into a Settlement Fund which will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, service award, and attorneys’ fees and costs. Settlement Class Members may file a claim to receive **either**: (1) reimbursement of ordinary losses up to \$2,500 and reimbursement of extraordinary losses up to \$10,000; **or** (2) an alternative cash payment of \$100 (subject to *pro rata* reduction or increase based on total claims submission). All Settlement Class Members may also file a claim to receive medical data monitoring, credit monitoring, and identity theft monitoring.

How do I get a Payment? You must complete and submit a Claim Form by **December 24, 2025**. Claim Forms may also be submitted online at www.MOVEitNuanceResource.com or printed from the website and mailed to the address on the form.

What are my other options? If you do nothing, your rights will be affected, and you won’t get a payment. If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by **November 24, 2025**. Unless you exclude yourself, you won’t be able to sue or continue to sue Nuance or other released parties, as defined in the Settlement Agreement, for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don’t exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by **November 24, 2025**. More information about these options is available at www.MOVEitNuanceResource.com.

The Court’s hearing. The Court will hold a Final Approval Hearing in this case (*In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB (D. Mass.) on **March 31, 2026**. At the hearing, the Court will decide whether to approve the Settlement, Class Counsel’s request for attorneys’ fees and costs, and a service award to the Settlement Class Representatives (up to \$2,500 each). You or your lawyer may appear at the hearing at your own expense.

Questions? This notice provides only a high-level summary of the Settlement. More details, including the Settlement Agreement, are provided at www.MOVEitNuanceResource.com or you can call the Settlement Administrator at 877-888-4839.

EXHIBIT C

From: help@mg.abdataclassactionmail.com on behalf of [MOVEit Nuance Resource Settlement Administrator](#)
To:
Subject: Nuance MOVEit Security Incident Class Action Settlement
Date: Wednesday, February 25, 2026 3:54:35 PM

**The opportunity to file a claim has been reopened for Class Members.
File your claim for up to \$100 or more by March 30, 2026.**

**Unique ID: DJ4996DC
PIN: QV4V46**

You may have recently received a mailed or emailed notice of a class action settlement in Massachusetts federal court regarding the MOVEit Security Incident as it relates to personal information provided by data owners to Nuance Communications, Inc. (the "Settlement"). If so, according to the terms of that notice, you may be eligible to receive **either**: (1) reimbursement of ordinary losses up to \$2,500 and reimbursement of extraordinary losses up to \$10,000; **or** (2) an alternative cash payment of \$100 (subject to *pro rata* reduction or increase based on total claim submission)—in addition to two (2) years of identity theft protection services from the proposed Settlement. To receive a payment and/or identity theft protection services, you must complete and submit a Claim Form. Submit the Claim Form you received in the mail, or file your claim at www.MOVEitNuanceResource.com. Your Claim Form must be postmarked or submitted online by **March 30, 2026**.

For more information visit the website, www.MOVEitNuanceResource.com, where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment or whether to exercise other rights.

Questions? Go to www.MOVEitNuanceResource.com or call 877-888-4839.

If you'd like to unsubscribe [click here](#).

EXHIBIT D

Notice of Nuance Communications, Inc. Data Breach Class Action Settlement

If you received notice from Nuance Communications, Inc. that your personally identifying information was potentially compromised in the 2023 MOVEit Security Incident, you could get a payment from a class action settlement.

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

Please read this Notice carefully and completely, as your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Nuance Communications, Inc. (“Defendant” or “Nuance”). The Settlement resolves claims against Nuance brought by individuals impacted by the Security Incident as it relates to Personal Information provided by data owners to Nuance, which occurred between May 27 and May 31, 2023. Individuals impacted by Nuance’s Security Incident began receiving notice on or about September 15, 2023. The Security Incident resulted from an alleged vulnerability in the third-party file transfer software, MOVEit Transfer, that Nuance used in its ordinary course of business. Claims against Progress Software Corporation (“Progress”), the licensor of the MOVEit software, have not been resolved and the litigation will continue against Progress.
- Under the proposed Settlement, you may be eligible to receive medical data monitoring, credit monitoring, and identity theft protection services in addition to reimbursement of ordinary losses up to \$2,500; reimbursement of extraordinary losses up to \$10,000; or an alternative cash payment of up to \$100 (subject to *pro rata* reduction or increase pending total claim submission). To receive a cash payment and/or credit monitoring services, you must complete and timely submit a Claim Form, subject to approval by the Settlement Administrator.
- 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
SUBMIT A CLAIM FORM	The only way to receive a payment.	Online or Postmarked by December 24, 2025 .
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own lawsuit against Nuance and the relevant data provider for the same claims resolved by this Settlement. Please note that if you opt out, you cannot also object to the Settlement.	Postmarked by November 24, 2025 .
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on March 31, 2026 , about the fairness of the Settlement, with or without your own attorney.	Filed or Postmarked by November 24, 2025 .
DO NOTHING	Get no payment and be bound by the terms of the Settlement.	

- 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 after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because you have been identified as a person whose Personal Information may have been accessed or compromised during the 2023 Security Incident as it relates to Personal Information provided by data owners to Nuance. Similarly situated individuals brought proposed class action lawsuits against Nuance in 2023, alleging that Nuance was negligent due to its data security practices. Nuance denies the allegations and denies that it would be found liable. The parties have now reached a proposed settlement of the lawsuit.

A court authorized this Notice to inform you about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against Nuance and certain others, including the entities that provided data to Nuance, will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits may be available, who is eligible for them, and how to receive them. Judge Allison D. Burroughs of the United States District Court for the District of Massachusetts is in charge of this litigation, which is captioned *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB (D. Mass.).

2. What is this lawsuit about?

This matter is a putative class action (the “Litigation”) arising from the Security Incident whereby between May 27, 2023, and May 31, 2023, cybercriminals gained unauthorized access to the MOVEit file transfer software that was used by, among many others, Nuance, resulting in potential access to certain PII and/or PHI that was provided to Nuance by data owners. The lawsuit asserts claims against Nuance for alleged negligent data security practices.

Defendant denies any allegation of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

3. What is a class action?

In a class action, one or more people called “Class Representative(s)” 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 “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The person or persons who sue are called the Plaintiff(s). The entity sued—Nuance—is called the Defendant.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can

get benefits or compensation. The Settlement Class Representative and Class Counsel think the Settlement is in the best interests of the Settlement Class.

WHO IS IN THE SETTLEMENT

5. Who is in the Settlement?

The Settlement Class is defined as: “all persons in the United States whose Personal Information was included in files affected by the Security Incident.” Standard exclusions—including Court personnel, and all persons who validly request exclusion from the Settlement Class—will be excluded from the “Settlement Class.”

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (i) Nuance, any entity in which Nuance has a controlling interest, and Nuance’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

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

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator, **A.B. Data, Ltd.** (“**A.B. Data**”), at **877-888-4839** or you can visit www.MOVEitNuanceResource.com for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement Provide?

Under the Settlement, Nuance will pay \$8,500,000 into a Settlement Fund which will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, service awards to the Settlement Class Representatives, and Class Counsel’s attorneys’ fees and expenses. Settlement Class Members may file a claim to receive **either**: (1) reimbursement of ordinary losses up to \$2,500 and reimbursement of extraordinary losses up to \$10,000; **or** (2) an alternative cash payment of \$100 (subject to *pro rata* reduction or increase pending total claim submission). All Settlement Class Members may also file a claim to receive two (2) years of medical data monitoring, credit monitoring, and identity theft protection services.

If the total value of all valid claims exceeds the Net Settlement Fund (the monies remaining in the Settlement Fund after the notice and administration costs, service award, and attorneys’ fees and expense are deducted), the alternative cash payments will be reduced *pro rata*. In the event that all valid claims do not exhaust the Net Settlement Fund, the alternative cash payments will be increased *pro rata*, up to \$1,000. If any money remains in the Net Settlement Fund 180 days after the Settlement’s Effective Date, any remaining monies will be used to extend the credit monitoring and identity theft protection services claimed by Settlement Class Members. No part of the Settlement Fund will revert back to Nuance.

9. What can I get from the Settlement?

Settlement Class Members may file a claim for one or more of the following settlement benefits:

Credit Monitoring and Identity Theft Protection Services: Settlement Class Members may file a claim to receive medical data monitoring, credit monitoring, and identity theft protection services.

In addition to credit monitoring and identity theft protection services, Settlement Class Members may file claims for:

Reimbursement of Ordinary Losses: Settlement Class Members may file a claim for reimbursement of ordinary losses up to \$2,500 (inclusive of up to four (4) hours of lost time at \$25 per hour (up to \$100 total)) incurred as a result of the Security Incident. Such ordinary losses include, but are not limited to, bank fees, long distance phone calls, cell phone charges (only if charged by the minute), data charges (only if based on the amount of data used), postage, or gasoline for local travel.

Reimbursement of Extraordinary Losses: Settlement Class Members may file a claim for reimbursement of up to \$10,000 in compensation for proven monetary losses. In order to receive reimbursement of extraordinary losses, the loss must: (1) be an actual, documented, and unreimbursed monetary loss; (2) be more likely than not caused by the Security Incident; (3) have occurred between May 31, 2023, and the close of the Claims Period; and (4) not be covered by one or more of the reimbursement for ordinary losses categories.

Alternative Cash Payment: in lieu of filing claims for reimbursement of ordinary or extraordinary losses, Settlement Class Members may elect to file a claim to receive a \$100 cash payment (subject to the potential *pro rata* reduction or increase described above) without the need to document losses or attest to time spent as a result of the Security Incident.

10. What am I giving up if I stay in the Settlement Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant and other released parties concerning the claims released by this Settlement. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire text of the Settlement Agreement can be viewed at www.MOVEitNuanceResource.com.

How to Get a Payment – Making A Claim

11. How can I get a payment?

You must complete and submit a Claim Form by **December 24, 2025**. Claim Forms may be submitted online at www.MOVEitNuanceResource.com or printed from the website and mailed to the address on the form.

Be sure to read the Claim Form instructions carefully, and include all required information and your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

12. How much will my payment be?

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims.

If you are seeking reimbursement for ordinary and/or extraordinary expenses under the Settlement, you must describe the expenses, their amount, and when and why you incurred them. You must also attest that you incurred those losses in response to the Security Incident in this case.

Your claim must be reasonably documented—you must enclose or upload documentation sufficient to show (1) the amount of unreimbursed loss that you suffered, and (2) why you believe that the loss is reasonably attributable to the Security Incident in the case. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation, but they may be used to provide clarification, context, or support for other documentation.

13. When will I get my payment?

The Court will hold a Final Approval Hearing on **March 31, 2026**, at 1:00 p.m., to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement or all appeals have been rejected). Updates regarding the Settlement will be posted on the Settlement Website, www.MOVEitNuanceResource.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed E. Michelle Drake of Berger Montague, PC, Gary F. Lynch of Lynch Carpenter, LLP, Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC, Karen H. Riebel of Lockridge Grindal Nauen PLLP, Charles E. Schaffer of Levin Sedran & Berman LLP, and Kristen A. Johnson of Hagens Berman Sobol Shapiro LLP as attorneys to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

15. Should I get my own lawyer?

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 Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

The attorneys representing the Settlement Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court for an award of attorneys' fees of up to thirty-three (33) percent of the Settlement Fund and for reimbursement for their out-of-pocket litigation costs incurred litigating the claims asserted against Nuance. Class Counsel will file their request for attorneys' fees as a percentage of the Settlement Fund.

The Settlement Class is represented by named individuals (the "Settlement Class Representatives"). In addition to the benefits that the Settlement Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—Class Counsel will request Service Awards, not to exceed \$2,500 each, to each Settlement Class Representative for the efforts they expended on behalf of the Settlement Class. Any Court-approved Service Award will be paid from the Settlement Fund.

The Court will determine whether to approve the amount of attorneys' fees and expenses requested by Class Counsel and the proposed service award to the Settlement Class Representatives. Class Counsel will file an application for attorneys' fees and expenses, and service awards, no later than **November 3, 2025**. The application will be available on the Settlement Website, www.MOVEitNuanceResource.com, or you can request a copy by contacting the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the Settlement?

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue Defendant 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 Settlement Class.

You may opt out of the Settlement by **November 24, 2025**. To opt out, you must send a letter or postcard via U.S. Mail to the address below. You must include the following in your letter or postcard:

- The name of this litigation, or a decipherable approximation: *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB (D. Mass.) (Nuance Actions);
- Your full name, address, telephone number, and signature;

- The words “Opt Out” or “Request for Exclusion” at the top of the document or a statement that you want to opt out of the Settlement; and
- If you are filing a request for exclusion on behalf of an incapacitated or deceased Settlement Class Member for whom you are legally authorized to act, you must include your name, address, phone number, signature, and relationship to the Settlement Class Member, as well as that person’s name and address.

You must mail your opt-out request via First-Class postage prepaid U.S. Mail, postmarked no later than **November 24, 2025**, to:

MOVEit Nuance Resource Settlement
P.O. Box 173041
Milwaukee, WI 53217

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.

18. If I am a Settlement Class Member and don’t opt out, can I sue the Defendant for the same thing later?

No. You must opt out of the Settlement to keep your right to sue the Defendant or other released parties for any of the claims resolved by the Settlement.

19. 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. You cannot submit a Claim, and you will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement, you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided, and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don’t like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You cannot ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. If you submit a timely objection confirming your in-person appearance, you may also appear at the Final Approval Hearing, either

in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

Your objection must be in writing and must:

- Clearly identify the case name and number: *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB (D. Mass.) (Nuance Actions);
- Include your full name, address, telephone number, and email address;
- Include the full name, address, telephone number, and email address of your counsel (if you are represented by counsel);
- State whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection;
- Confirm whether you intend to personally appear and/or testify at the Final Approval Hearing and, if so, whether you are or will be represented by counsel; and
- Provide your signature and the signature of your duly authorized counsel or other duly authorized representative.

Any objection must be either filed electronically with the Court or mailed to the Clerk of Court, at the address set forth below. The objection must be filed with the Court—or if mailed it must be postmarked—no later than **November 24, 2025**.

United States District Court for the District of Massachusetts
Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is 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 does not affect you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 1:00 p.m. on **March 31, 2026**, in Courtroom 17, 5th Floor at the federal courthouse located at 1 Courthouse Way, Boston, Massachusetts 02210

before Judge Allison D. Burroughs. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; Class Counsel's application for attorneys' fees and expenses; and whether to approve the service awards to the Settlement Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. The date of the Final Approval Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, www.MOVEitNuanceResource.com, for updates. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mad.uscourts.gov>.

Class Counsel will file a motion for final approval of the Settlement by **February 27, 2026**. Objectors, if any, must file any response to Class Counsel's motion by **March 13, 2026**. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses, and Service Award, will be filed by **March 20, 2026**.

23. Do I have to come to the Final Approval Hearing?

No. 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 the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (*see* Question 20) 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 opt out or exclude yourself from the Settlement Class.

IF I DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the Settlement available?

This Notice summarizes the proposed Settlement – more details are in the Settlement Agreement and other case documents available at www.MOVEitNuanceResource.com, by accessing the

docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mad.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

27. How do I get more information?

Visit the website, www.MOVEitNuanceResource.com, where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information, to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator, A.B. Data, Ltd., toll-free at **877-888-4839** or by writing to:

MOVEit Nuance Resource Settlement
P.O. Box 173041
Milwaukee, WI 53217

Speak with Class Counsel by calling 412-322-9243 or by writing to:

Nuance Class Action
Lynch Carpenter, LLP
Attn: Gary F. Lynch
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222.

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

EXHIBIT E

	Name	City	State	Postmark Date	Notice ID
1.	D. Jenkins	Martinsburg	WV	10/7/2025	941743292
2.	N. Stea	Philadelphia	PA	10/8/2025	941150988
3.	R. Slonaker	Romney	WV	10/8/2025	942019981
4.	A. Kriger	Philadelphia	PA	10/8/2025	942500734
5.	V. Mendenhall	Fairmont	WV	10/8/2025	
6.	A. Levy	Apex	NC	10/10/2025	942418191
7.	S. Andrew	Hedgesville	WV	10/10/2025	941734293
8.	J. Andrew	Hedgesville	WV	10/10/2025	942115617
9.	P. Kinikles	Tampa	FL	10/15/2025	941067210
10.	C. Rochester	Philadelphia	PA	10/15/2025	941102597
11.	P. Channell	Mount Clare	WV	10/15/2025	941682292
12.	C. L Johnson	Altoona	PA	10/28/2025	941032540
13.	R. Searls	Southside	WV	10/31/2025	942204178
14.	C. Klink	Lake Lynn	PA	11/1/2025	942239746
15.	A. Klink	Lake Lynn	PA	11/1/2025	941961931
16.	A. Cotter	Morgantown	WV	11/6/2025	941964802
17.	B. Paxson	Weston	WV	11/4/2025	941987866
18.	R. Lehman	Manetta	OH	11/6/2025	942289629
19.	T. Eddy	Manetta	OH	11/4/2025	941917946
20.	N. Norman	Amelia	OH	11/7/2025	941534512
21.	M. Jenkins	Morgantown	WV	11/13/2025	941944574
22.	J. Harvath	Anchorage	AK	11/17/2025	942325532
23.	L. Amos	Bluefield	WV	11/18/2025	942289218
24.	T. Martin	Martinsburg	WV	11/20/2025	941464481
25.	J. Glenn Jr	Sharppsburg	MD	11/17/2025	942208838
26.	D. Patterson	Cary	NC	11/10/2025	942338569
27.	L. Leuwen	Sodus	NY	11/21/2025	941628133
28.	J. Hamilton	Cumberland	MD	11/22/2025	941295783
29.	F. Snyder	Morrisville	NC	11/25/2025	942353243