If You Received a Letter from Nevro Corp. Regarding an Alleged Data Incident, You May be Entitled to Compensation

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

- A Settlement has been reached in a class action lawsuit involving an alleged data security incident that occurred between November 21, 2024, and December 1, 2024. Nevro denies the allegations and any wrongdoing. The Court has not decided who is right.
- The Settlement offers credit monitoring and payments to Settlement Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	If you are a member of the Settlement Class, you must submit a completed Claim Form to receive Credit Monitoring and/or a cash payment. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class and your claim form is approved, you will receive your payment by check and/or an activation code for 24 months' worth of credit monitoring.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in court about the fairness of the Settlement.
DO NOTHING	You will not receive a payment if you fail to timely submit a completed Claim Form, or if your information cannot be verified, and you will give up your right to bring your own lawsuit against Nevro about the Claims in this case.

- 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. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

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BASIC INFORMATION

1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Retana v. Nevro Corp.* (the "Action"), in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the Action, the Settlement, and your legal rights.

A judge of the Seventeenth Judicial Circuit in and for Broward County, Florida is overseeing this case. The person who sued, Aureliano Retana, is called the "Plaintiff." Nevro Corp. is called "Nevro" or the "Defendant".

2. What is this Action about?

The Action alleges that Nevro negligently failed to protect certain personal identifying information that led to a Data Incident between November 21, 2024, and December 1, 2024, and seeks damages on behalf of the named Plaintiff and a class of all individuals in the United States.

Nevro denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the Action and that the claims in the Action would be appropriate for class treatment if the Action were to proceed through trial.

The Plaintiff's Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.NevroCorpDataIncidentSettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. Why is this a class action?

In a class action, one person called the "Class Representative" (in this case, Plaintiff) sue on behalf of themselves and other people with similar claims.

All of the people who have claims similar to the Plaintiff are Settlement Class Members, except for those who exclude themselves from the class, among others.

4. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Nevro. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. Nevro denies all legal claims in this case. Plaintiff and his lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class is defined as:

All persons in the United States whose PII was accessed and/or exfiltrated during the Data Incident.

Persons meeting this definition are referred to collectively as the "Settlement Class" and, individually, as "Settlement Class Members."

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Nevro, as well as any parent, subsidiary, affiliate, or control person of Nevro, and the officers, directors, agents, servants, or employees of Nevro; (3) any of the Released Parties; (4) the immediate family of any such person(s); any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.NevroCorpDataIncidentSettlement.com or call the toll-free number, 1-833-285-3402. You also may send questions to the Settlement Administrator at Nevro Corp Data Settlement c/o Settlement Administrator, P.O. Box 25226, Santa Ana, CA 92799.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Nevro has agreed to provide the following relief to Settlement Class Members who timely file claim:

i. Any Settlement Class Member can submit a claim form seeking to enroll in credit monitoring for 24 months with one credit bureau upon election of the same.

ii. Any Settlement Class Member may submit a Claim Form for up to $2,500 for any and all documented/evidenced losses (i.e., out of pocket losses) incurred as a result of the purported Data Incident. Settlement Class members claiming such losses will need to submit a claim and support their claims with documentary evidence of proof of loss (i.e., out of pocket losses) as a result of the purported Data Incident. Any claim forms will be subject to review by the Claims Administrator and potential objection by Nevro before approval for payment.

iii. Settlement Class Members may also make claims for a cash payment, with California residents receiving a payment of $60, and non-California residents receiving a payment of $35.

8. How do I file a Claim?

If you qualify for a payment, you must complete and submit a valid Claim Form. You may download a Claim Form at the Settlement Website, www.NevroCorpDataIncidentSettlement.com, or request a Claim Form by calling the Settlement Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately and submitted timely. One claim is allowed per Settlement Class Member.

You must submit a Claim Form by U.S. mail, through the Settlement Website, or via email to the Administrator, and it must be postmarked by December 22, 2026.

Please read the Claim Form carefully and provide all the information required. Only one Claim Form may be submitted per Settlement Class Member.

9. When will I receive my check?

Credit monitoring and/or payments in the form of a check to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* "Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Nevro 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—or it is sometimes referred to as "opting out" of the Settlement Class.

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Nevro Corp Data Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be "excluded from the Settlement Class" and that, absent of excluding yourself or "opting out," you are "otherwise a member of the Settlement Class."

Your exclusion request must be postmarked no later than **December 17, 2026**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

11. If I do not exclude myself, can I sue Nevro for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Nevro for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

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

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Nevro about the issues in this case, including any existing Action, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.NevroCorpDataIncidentSettlement.com. The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 14 at no charge to you, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

13. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement or Credit Monitoring if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court has appointed the following lawyers as "Class Counsel" to represent all members of the Settlement Class.

Zane Hedaya
The Law Offices of Jibrael S. Hindi
110 SE 6th Street
Fort Lauderdale, FL 33301

Manuel S. Hiraldo, Esq.
Hiraldo P.A.
246 Shore Court
Lauderdale by-the-Sea, FL 33308

John Nelson
Milberg
280 S. Beverly Drive, PH
Beverly Hills, CA 90212

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

15. How will the lawyers be paid?

Class Counsel intend to request up to $250,000 in fees to be paid separately and in addition to the Settlement paid to the Class Members. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that Service Award of up to $2,500.00 for Plaintiff for their service as Class Representative on behalf of the whole Settlement Class. Any Service Award will be paid separately and in addition the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

a. the name of the Action;
b. Your full name, address, and telephone number;
c. an explanation of the basis on which the objector claims to be a Settlement Class Member;
d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
e. the number of times in which the You have objected to a class action settlement within the five years preceding the date that You file the objection, the caption of each case in which You have made such an objection, and a copy of any orders related to or ruling on Your prior objections that were issued by the trial and appellate courts in each listed case;
f. the identity of all counsel who represented You, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which Your counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between You or Yours counsel and any other person or entity;
i. the identity of all counsel (if any) representing You who will appear at the Final Approval Hearing;
j. a statement confirming whether You intend to personally appear and/or testify at the Final Approval Hearing;
k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
l. Your signature (an attorney's signature is not sufficient).

If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings) and mail your objection to each of the following three (3) addresses, and your objection must be postmarked by **December 17, 2026.**

Clerk of the Court	Class Counsel	Nevro's Counsel
201 SE 6th Street Fort Lauderdale, FL. 33301	Zane Hedaya **The Law Offices of Jibrael S. Hindi** 110 SE 6th Street Fort Lauderdale, FL 33301 Manuel S. Hiraldo, Esq. **Hiraldo P.A.** 246 Shore Court Lauderdale by-the-Sea, FL 33308 John Nelson **Milberg** 280 S. Beverly Drive, PH Beverly Hills, CA 90212	Timothy J. Lowe **McDonald Hopkins PLC** 39533 Woodward Avenue, Suite 318 Bloomfield Hills, MI 48304

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

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

The Court has scheduled a Final Approval Hearing on January 6, 2027, at 8:45AM EST via Zoom Conference. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.NevroCorpDataIncidentSettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.NevroCorpDataIncidentSettlement.com You also may write with questions to the Settlement Administrator at Retana v. Nevro Corp. c/o Settlement Administrator P.O. Box 25226 Santa Ana, CA 92799 or call the toll-free number, 1-833-285-3402.