

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): July 23, 2025

VERADIGM INC.
(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-32085
(Commission
File Number)

36-4392754
(IRS Employer
Identification No.)

222 Merchandise Mart
Chicago, Illinois
(Address of Principal Executive Offices)

60654
(Zip Code)

Registrant's Telephone Number, Including Area Code: 800 334-8534

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	MDRX	N/A (OTC Expert Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, on July 26, 2024, Veradigm Inc. (the “Company”) entered into a Stockholder Agreement (the “Stockholder Agreement”) with Charles Myers (“Myers”) and Jessica Myers (together with Myers, the “Myers Parties”) whereby Myers serves as an observer of the board of directors of the Company (the “Board”). Based on the contributions Myers has provided during his tenure as an observer to the Board to date, on July 24, 2025, the Company entered into an Amendment to the Stockholder Agreement with the Myers Parties (the “Stockholder Agreement Amendment”) extending the Termination Date (as defined therein) to January 26, 2026.

The Stockholder Agreement Amendment also permits the Myers Parties to trade in Company securities if the Myers Parties determine, in consultation with the Company, that the Myers Parties are not in possession of material, non-public information regarding the Company.

The above description of the Stockholder Agreement Amendment is not complete and is qualified in its entirety by reference to the full text of the Stockholder Agreement Amendment, which is attached as Exhibit 10.1 hereto and incorporated by reference herein.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously disclosed, the employment of Thomas Langan, the Company’s Interim Chief Executive Officer, President and Chief Commercial Officer, will terminate effective July 31, 2025. As the Company works to complete its search for a permanent Chief Executive Officer, the Company established an Interim Office of the Chief Executive Officer (“OCEO”), effective August 1, 2025, comprised of Jay Bhattacharyya, the Company’s Senior Vice President and General Manager of Veradigm Payer, Eric Jacobson, the Company’s Senior Vice President, Deputy General Counsel and Corporate Secretary, and Lee Westerfield, the Company’s Interim Chief Financial Officer.

Mr. Bhattacharyya, Mr. Jacobson and Mr. Westerfield have also been designated as, and will assume the duties of, the principal executive officers of the Company, effective as of August 1, 2025.

Mr. Bhattacharyya, 48, has served as Senior Vice President and General Manager of Veradigm Payer since August 2020. From November 2018 to August 2020, he served the Company as Chief Strategy Officer and Senior Vice President, from February 2018 to November 2018, as Chief Operating Officer for Payer & Life Sciences, from June 2016 to February 2018, as Senior Vice President and General Manager of Payer Life Sciences, and prior to that, as Vice President of Corporate Business Development and Vice President of Finance. Prior to joining the Company, Mr. Bhattacharyya was the Co-Founder & Chief Financial Officer of Empire Communications and also served as a financial analyst at The Cigna Group (NYSE: CI).

Mr. Jacobson, 50, has served as the Company's Senior Vice President, Deputy General Counsel and Corporate Secretary since May 2022. From June 2020 to May 2022, he served the Company as Senior Vice President, Corporate Secretary and General Counsel - Data Analytics & Care Coordination, and from May 2015 to June 2020, he served the Company as Vice President, Associate General Counsel, M&A and Securities and Assistant Secretary. Prior to joining the Company, Mr. Jacobson held roles at Motorola Solutions, Inc. (NYSE: MSI) and an international law firm.

Mr. Westerfield, 57, has served as the Company's Interim Chief Financial Officer since December 2023. Prior to that, Mr. Westerfield held multiple Chief Financial Officer roles. These include as Chief Financial Officer of ClearSense, an enterprise healthcare data analytics platform serving health providers and payors, from 2022 until he joined the Company, of Dstillery, an advertising technology data analytics provider, from 2020 to 2022, and of Aetion, a health technology real-world evidence software and data services company, from 2019 to 2020. From 2016 to 2018, Mr. Westerfield served as the Chief Financial Officer and Executive Board Director of Uphold, Ltd., and he continued to serve as its Vice Chairman of the board of directors until 2019. Mr. Westerfield also held other Chief Financial Officer positions at numerous other software as a service (i.e., SaaS) companies. He began his career on Wall Street as a senior equity research analyst specializing in the internet and media sectors.

There are no arrangements or understandings between any of Mr. Bhattacharyya, Mr. Jacobson or Mr. Westerfield and any other persons pursuant to which any of them was selected as an executive officer, and none of Mr. Bhattacharyya, Mr. Jacobson or Mr. Westerfield has any family relationships with any director or executive officer of the Company. Additionally, none of Mr. Bhattacharyya, Mr. Jacobson or Mr. Westerfield has engaged in any transaction that would be reportable as a related party transaction under Item 404(a) of Regulation S-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Effective July 23, 2025, in connection with, and prior to, the effectiveness of the creation of the OCEO, the Company amended the By-Laws of the Company, as amended and restated on August 18, 2015, and as further amended on January 1, 2023 and December 7, 2023, (the "Third Amendment") to contemplate the establishment of an Office of the Chief Executive Officer.

The foregoing summary of the Third Amendment is qualified in its entirety by the text of the Third Amendment, which is attached hereto as Exhibit 3.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.

- | | |
|------|---|
| 3.1 | <u>Third Amendment to By-Laws of Veradigm Inc., as amended and restated on August 18, 2015, and as further amended on January 1, 2023 and on December 7, 2023</u> |
| 10.1 | <u>Amendment to Stockholder Agreement, dated July 24, 2025, by and among Veradigm Inc., Charles Myers and Jessica Myers</u> |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VERADIGM INC.

Date: July 24, 2025

By: /s/ Leland Westerfield
Leland Westerfield
Interim Chief Financial Officer

THIRD AMENDMENT TO
BY-LAWS
OF
VERADIGM INC.
(A DELAWARE CORPORATION),
AS AMENDED AND RESTATED ON AUGUST 18, 2015

This Third Amendment (this “*Amendment*”) to the By-Laws, as amended and restated on August 18, 2015 and as further amended on January 1, 2023 and December 7, 2023 (the “*By-Laws*”), of Veradigm Inc., a Delaware corporation f/k/a Allscripts Healthcare Solutions, Inc. (the “*Corporation*”), is made as of July 23, 2025 in accordance with Article Ninth of the Fifth Amended and Restated Certificate of Incorporation of the Corporation, as amended effective January 1, 2023, Article VIII of the By-Laws and Section 109(a) of the General Corporation Law of the State of Delaware. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the By-Laws.

The By-Laws are hereby amended as follows:

Section 5 of Article IV of the By-Laws is hereby amended and restated in its entirety to read as follows:

“Section 5. Chief Executive Officer. The CEO of the Corporation shall be determined by the Board of Directors and shall report to the Board of Directors. The CEO may also serve as the president of the Corporation. The CEO shall provide overall direction and administration of the business of the Corporation, establish basic policies within which the various corporate activities are carried out, guide and develop long range planning and evaluate activities in terms of objectives. The CEO may sign with the secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, if such additional signature is necessary under the terms of the document being executed or under applicable law, stock certificates of the Corporation and any deeds, mortgages, bonds, contracts, or other instruments except in cases where the signing and execution thereof shall be required by law to be otherwise signed or executed, and the CEO may execute proxies on behalf of the Corporation with respect to the voting of any shares of stock owned by the Corporation. The CEO shall have the power to:

(a) designate management committees of employees deemed essential in the operations of the Corporation, its divisions or subsidiaries, and appoint members thereof, subject to the approval of a majority of the Board of Directors;

(b) appoint certain employees of the Corporation as vice presidents of one or several divisions or operations of the Corporation, subject to the approval of a majority of the Board of Directors; provided, however, that any vice president so appointed shall not be an officer of the Corporation for any other purpose; and

(c) appoint such other agents and employees as in the CEO’s judgment may be necessary or proper for the transaction of the business of the Corporation and in general shall perform all duties incident to the office of chief executive.

Notwithstanding the foregoing or anything to the contrary contained elsewhere in these By-laws, the Board of Directors may determine that more than one person may assume the duties of the CEO, including by designating more than one person as members of the "Office of the CEO," in which case, the Board of Directors shall designate one or more "principal executive officers".

Except as expressly set forth in this Amendment, the provisions of the By-Laws shall remain unchanged. In the event of an inconsistency between this Amendment and the By-Laws, the provisions of this Amendment shall control.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth above.

VERADIGM INC.

By: /s/ Eric Jacobson
Name: Eric Jacobson
Title: Authorized Signatory

Signature Page to Third Amendment to By-Laws of Veradigm Inc.

**AMENDMENT
TO
STOCKHOLDER AGREEMENT**

This **AMENDMENT** (this “*Amendment*”), dated as of July 24, 2025, is by and among Veradigm Inc. (the “*Company*”), Charles Myers (“*Myers*”) and Jessica Myers (together with Myers, the “*Myers Parties*”). Each of the Company, on the one hand, and Myers or the Myers Parties, on the other hand, is referred to herein as a “*party*”, and all of the Company and the Myers Parties are referred to herein as “*parties*”.

WHEREAS, reference is made to that certain Stockholder Agreement, dated as of July 26, 2024, by and among the Company and the Myers Parties (the “*Original Agreement*”), pursuant to which the Company’s Board of Directors appointed Myers as a Board Observer; and

WHEREAS the parties desire that the Original Agreement be amended by extending the “Termination Date”, as such term is defined in the Original Agreement, upon the terms set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 Definitions. Unless otherwise defined herein, terms defined in the Original Agreement and used herein shall have the meanings given to them in the Original Agreement.

SECTION 2 Amendments to the Original Agreement.

(a) Section 1(d) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“Prior to the Termination Date, (i) Myers shall comply with all policies, procedures, processes, codes, rules, standards and guidelines applicable to Board members generally (which, as of the date hereof, consist of the Company’s code of conduct, securities trading policies (including the Company’s insider trading policy), anti-hedging policies, Regulation FD-related policies, director confidentiality policies, improper payments and bribery policies and corporate governance guidelines), and (ii) the Myers Parties shall not trade in Company securities unless the Myers Parties determine, in consultation with the Company, that the Myers Parties are not in possession of material, non-public information regarding the Company. The Company shall notify Myers in writing (including via email) at the same time at which the Board members are notified, or promptly thereafter, as to the (x) opening of any trading window during which time all Board members are permitted to trade in Company securities and (y) institution of any blackout period during which time all Board members are prohibited from trading in Company securities. The Company’s obligation to notify Myers as to the opening of any trading window in accordance with the preceding sentence shall survive the Termination Date and shall cease immediately following the Company’s notification to Myers that the trading window has opened after Myers no longer serves as the Board Observer.”

(b) The first sentence of Section 7(a) of the Original Agreement is hereby deleted in its entirety and replaced with the following: “Unless otherwise mutually agreed to in writing by each party, this Agreement shall remain in effect until January 26, 2026 (the “**Termination Date**”).”

SECTION 3 Continuing Effect of the Original Agreement. This Amendment shall not constitute an amendment of any other provision of the Original Agreement not expressly referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of any party that would require a waiver or consent of such party. Except as expressly amended hereby, the provisions of the Original Agreement are and shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Original Agreement, the terms of this Amendment shall govern and control with respect to the subject matter herein.

SECTION 4 Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute the same agreement. Signatures to this Amendment transmitted by facsimile transmission, by electronic mail in “portable document format” (.pdf) for or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties has executed this Amendment, or caused the same to be executed by its duly authorized representative, as of the date first written above.

VERADIGM INC.

By: /s/ Eric Jacobson
Name: Eric Jacobson
Title: SVP, Deputy General Counsel & Corporate Secretary

CHARLES MYERS

/s/ Charles Myers

JESSICA MYERS

/s/ Jessica Myers