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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): April 22, 2024**

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**TRUBRIDGE, INC.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**000-49796**  
(Commission  
File Number)

**74-3032373**  
(IRS Employer  
Identification No.)

**54 St. Emanuel Street,**  
**Mobile, Alabama 36602**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code (251) 639-8100**

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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 \$.001 per share	TBRG	The NASDAQ Stock Market LLC
Common Stock Purchase Rights	N/A	The NASDAQ Stock Market LLC

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. ☐

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### Item 1.01 Entry into a Material Definitive Agreement.

TruBridge, Inc., a Delaware corporation (the “**Company**”), and Computershare Trust Company, N.A., as rights agent (the “**Rights Agent**”), entered into the Amendment to the Rights Agreement, dated as of April 22, 2024 (the “**Amendment**”), which amended the Rights Agreement, dated as of March 26, 2024, by and between the Company and the Rights Agent (as amended, the “**Rights Agreement**”).

The Amendment amends Section 1 of the Rights Agreement to provide for the addition of the defined term “Triggering Percentage,” which is defined to mean 15 percent (15%). The Amendment also provides that each occurrence of a numerical percentage in the definition of “Acquiring Person” in Section 1(a) of the Rights Agreement shall be deleted and replaced with “Triggering Percentage” and each other reference to “10%” contained elsewhere in the Rights Agreement and the exhibits thereto shall be replaced with “Triggering Percentage”. The Amendment also provides certain administrative changes to accommodate the addition of the defined term.

The foregoing description of the Amendment contained in this Current Report on Form 8-K does not purport to be complete and is qualified in its entirety by reference to the full terms and conditions of the Amendment, which is filed with this Current Report on Form 8-K as Exhibit 4.2 and incorporated herein by reference.

### Item 3.03 Material Modification to Rights of Security Holders.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

### Item 7.01 Regulation FD Disclosure.

On April 23, 2024, the Company issued a press release announcing the amendment of the Rights Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1 furnished herewith, shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or otherwise subject to the liabilities of that section, nor shall such information, including Exhibit 99.1, be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing. The contents of any URLs referenced in the press release are not incorporated into this Current Report on Form 8-K or any other filings with the U.S. Securities and Exchange Commission.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

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| 4.1  | <a href="#"><u>Rights Agreement, dated as of March 26, 2024, by and between TruBridge, Inc. and Computershare Trust Company, N.A., as Rights Agent (incorporated by reference to Exhibit 4.1 of TruBridge, Inc.’s Current Report on Form 8-K filed March 26, 2024)</u></a> |
| 4.2  | <a href="#"><u>Amendment to the Rights Agreement, dated as of April 22, 2024, by and between TruBridge, Inc. and Computershare Trust Company, N.A., as Rights Agent</u></a>  |
| 99.1 | <a href="#"><u>Press Release of TruBridge, Inc., dated April 23, 2024</u></a>  |
| 104  | Cover Page Interactive Data File (embedded within the Inline XBRL document)  |

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## 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.

### TRUBRIDGE, INC.

Date: April 23, 2024

By: /s/ Christopher L. Fowler  
Name: Christopher L. Fowler  
Title: President and Chief Executive Officer

## AMENDMENT TO THE RIGHTS AGREEMENT

This Amendment to the Rights Agreement is made and entered into as of April 22, 2024 (this “**Amendment**”), by and between TruBridge, Inc., a Delaware corporation (the “**Company**”), and Computershare Trust Company, N.A. (the “**Rights Agent**”), and amends that certain Rights Agreement, dated as of March 26, 2024, by and between the Company and the Rights Agent (the “**Rights Agreement**”). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Rights Agreement.

### WITNESSETH:

**WHEREAS**, the Company and the Rights Agent are parties to the Rights Agreement;

**WHEREAS**, Section 28 of the Rights Agreement provides that at any time when the Rights are not redeemable, the Company and the Rights Agent may, from time to time, supplement or amend the Rights Agreement without the approval of any holders of Rights Certificates in any manner that the Company may deem necessary or desirable;

**WHEREAS**, the Board of Directors of the Company has determined that it is desirable and in the best interests of the Company and its stockholders to amend the Rights Agreement as provided herein; and

**WHEREAS**, all acts and things necessary to make this Amendment a valid agreement according to its terms have been done and performed, and the execution and delivery of this Amendment by the Company and the Rights Agent have been in all respects authorized by the Company and the Rights Agent.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Rights Agent hereby agree as follows:

1. Addition of New Defined Terms. The following definition is hereby added to Section 1 of the Rights Agreement:

“(www) “**Triggering Percentage**” shall mean 15 percent (15%).”

2. Restatement of Defined Terms. Each of the following definitions set forth in Section 1 of the Rights Agreement is hereby restated in its entirety to read as follows:

“(xxx) “**Trust**” shall have the meaning set forth in Section 24(a) hereof.

“(yyy) “**Trust Agreement**” shall have the meaning set forth in Section 24(a) hereof.”

3. Amendment. Each occurrence of a numerical percentage in the definition of “Acquiring Person” contained in Section 1(a) of the Rights Agreement shall be deleted and replaced with “Triggering Percentage” and each other reference to “10%” contained in the Rights Agreement and the exhibits thereto shall be replaced with “Triggering Percentage”.

4. Effect of Amendment. It is the intent of the Company and the Rights Agent that this Amendment constitutes an amendment of the Rights Agreement, as contemplated by Section 28 of the Rights Agreement. Except as expressly provided in this Amendment, the terms of the Rights Agreement remain in full force and effect. Unless the context clearly provides otherwise, any reference to “this Agreement” or the “Rights Agreement” shall be deemed to be a reference to the Rights Agreement, as amended hereby.

5. Benefits of this Amendment. Nothing in this Amendment shall be construed to give to any Person other than the Company, the Rights Agent and the holders of the Rights any legal or equitable right, remedy or claim under this Amendment and this Amendment shall be for the sole and exclusive benefit of the Company, the Rights Agent and the holders of the Rights.

6. Severability. If any term, provision, covenant or restriction of this Amendment, the Rights Agreement or the Rights is held by a court of competent jurisdiction or other authority to be invalid, null and void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment, the Rights Agreement and the Rights will remain in full force and effect and will in no way be affected, impaired or invalidated; provided, however, that notwithstanding anything in this Amendment, the Rights Agreement or the Rights to the contrary, if any such term, provision, covenant or restriction is held by such court or authority to be invalid, void or unenforceable and the Board determines in good faith judgment that severing the invalid language from this Amendment, the Rights Agreement or the Rights would adversely affect the purpose or effect of this Amendment or the Rights Agreement, the right of redemption set forth in Section 23 of the Rights Agreement will be reinstated and shall not expire until the Close of Business on the tenth (10th) Business Day following the date of such determination by the Board; provided, further, that if any such severed term, provision, covenant or restriction shall materially and adversely affect the rights, immunities, liabilities, duties or obligations of the Rights Agent, the Rights Agent shall be entitled to resign immediately upon written notice to the Company.

7. Governing Law. This Amendment, each Right and each Rights Certificate issued under the Rights Agreement shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts made and to be performed entirely within such State. The Company and each holder of Rights hereby irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, if such court shall lack subject matter jurisdiction, the United States District Court for the District of Delaware, over any suit, action or proceeding arising out of or relating to this Amendment.

8. Counterparts. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page by facsimile or other customary means of electronic transmission (*e.g.*, email or “pdf”) shall be effective as delivery of a manually executed counterpart hereof and shall constitute an original signature for all purposes.

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9. Descriptive Headings. Descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” If a term is defined, then the singular shall include the plural and the plural shall include the singular wherever and as often as may be appropriate. Each reference in this Amendment to a period of time following or after a specified date or event shall be calculated without including such specified date or the day on which such specified event occurs.

*(Signature Page Follows)*

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

**TRUBRIDGE, INC.,**  
as the Company

By: /s/ Christopher L. Fowler  
Name: Christopher L. Fowler  
Title: President and Chief Executive Officer

**COMPUTERSHARE TRUST COMPANY, N.A.,**  
as the Rights Agent

By: /s/ Patrick Hayes  
Name: Patrick Hayes  
Title: Manager, Client Management

*Signature Page to  
Amendment to the Rights Agreement*

**TRUBRIDGE AMENDS LIMITED DURATION STOCKHOLDER RIGHTS PLAN, INCREASING THRESHOLD TO 15%**

**MOBILE, Ala., April 23, 2024** — TruBridge, Inc. (NASDAQ: TBRG) (the “Company”), a healthcare solutions company, announced today that its Board of Directors (the “Board”) has approved an amendment to the Company’s recently adopted limited duration stockholders rights plan (“Rights Plan”), increasing the ownership threshold at which a person, entity or group would trigger the Rights Plan from 10% to 15%. All other terms and conditions of the Rights Plan previously adopted on March 26, 2024 remain unchanged.

The Board determined to amend the Rights Plan after having had the opportunity to engage with its stockholders and carefully consider their input as well as the feedback of governance professionals. The Board appreciates the ongoing dialogue with its stockholders and believes the amended Rights Plan continues to position the Board to fulfill its duties by ensuring that it has sufficient time to make informed judgments that are in the best interests of the Company and all of its stockholders.

Under the amended Rights Plan, rights will become exercisable if a person, entity or group acquires beneficial ownership of 15% or more of the outstanding common stock in a transaction not approved by the Board. In the event that the rights become exercisable, each right would entitle its holder (other than the person, entity or group triggering the Rights Plan, whose rights would become void and would not be exercisable) to buy at the exercise price additional shares of common stock having a market value equal to twice the exercise price. The Board may, at its option, redeem all rights for \$0.001 per right at any time prior to a person, entity or group acquiring beneficial ownership of 15% or more of the common stock.

All other elements of the Rights Plan remain as previously adopted, including a qualifying offer provision, which allows stockholders, under certain circumstances, to demand that the Board call a special meeting to vote on exempting a pending offer from the provisions of the Rights Plan, provided such pending offer meets certain qualifying criteria.

The amendment to the Rights Plan is effective immediately, and the Rights Plan, as amended, will continue to expire on March 25, 2025.

Details regarding the amended Rights Plan will be included in a Current Report on Form 8-K being filed by the Company with the U.S. Securities and Exchange Commission (the “SEC”).

**About TruBridge**

We are a trusted partner to more than 1,500 healthcare organizations with a broad range of technology-first solutions that address the unique needs and challenges of diverse communities, promoting equitable access to quality care and fostering positive outcomes. Our industry leading HFMA Peer Reviewed® suite of revenue cycle management (RCM) offerings combine unparalleled visibility and transparency to enhance productivity and support the financial health of healthcare organizations across all care settings. TruBridge has over four decades of experience in connecting providers, patients and communities with innovative solutions that create real value by supporting both the financial and clinical side of healthcare delivery. Our solutions champion end-to-end, data-driven patient journeys that support value-based care, improve outcomes, and increase patient satisfaction. We support efficient patient care with electronic health record (EHR) product offerings that successfully integrate data between care settings. Above all, we believe in the power of community and encourage collaboration, connection, and empowerment with our customers. We clear the way for care. For more information, please visit [www.trubridge.com](http://www.trubridge.com).

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### **Forward-Looking Statements**

*This press release contains forward-looking statements within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified generally by the use of forward-looking terminology and words such as “expects,” “anticipates,” “estimates,” “believes,” “predicts,” “intends,” “plans,” “potential,” “may,” “continue,” “should,” “will” and words of comparable meaning. Without limiting the generality of the preceding statement, all statements in this press release that are not historical facts are forward-looking statements, including statements related to the anticipated benefits and expected consequences of the Rights Plan. We caution investors that any such forward-looking statements are only predictions reflecting the best judgment of the Company based upon currently available information and are not guarantees of future performance. Certain risks, uncertainties and other factors may cause the Company’s actual results, performance or plans to differ materially from those projected in the forward-looking statements. Such factors may include risks related to the ability of the Rights Plan to protect stockholders’ interests and maximize value for all stockholders, including that the Rights Plan may not effectively ensure that the Board has sufficient time to make informed judgments that are in the best interests of the Company and its stockholders, and other risk factors described from time to time in our public releases and reports filed with the SEC, including, but not limited to, our most recent Annual Report on Form 10-K. We also caution investors that the forward-looking information described herein represents our outlook only as of this date, and we undertake no obligation to update or revise any forward-looking statements to reflect events or developments after the date of this press release except as otherwise required by applicable law.*

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