

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

P.I.T. RETRIEVALS, LLC,

Plaintiff,

vs.

HEALTHPORT TECHNOLOGIES, LLC,

Defendant.

CIVIL DIVISION

CASE NO. GD-13-023729

**CONSENT MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND CLASS
NOTICE**

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Edward I. Levicoff, Esquire
Pa. I.D. #200108
ELevicoff@LevicoffLaw.com
THE LEVICOFF LAW FIRM, P.C.
4 PPG Place, Suite 200
Pittsburgh, PA 15222
(412) 434-5200

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

P.I.T. RETRIEVALS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-13-023729

vs.

HEALTHPORT TECHNOLOGIES, LLC,

Defendant.

**CONSENT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND CLASS NOTICE**

The Representative Plaintiff, by and through its undersigned counsel, and with the consent of the Defendant, hereby moves the Court for Preliminary Approval of Class Action Settlement and Class Notice to the proposed Settlement Class. A copy of the proposed Class Settlement Agreement and Release (“Settlement Agreement”) is attached hereto as Exhibit “1”. For the reasons more fully explained in the Plaintiff’s Memorandum of Law in Support of this Motion, the Parties respectfully request the Court enter and Order:

1. Granting preliminary approval of the Settlement Agreement attached hereto as Exhibit “1”;
2. Certifying, on a preliminary basis, the Settlement Class described in section 1.1 of the Settlement Agreement;
3. Scheduling this matter for a hearing on final approval pursuant to Pa. R. Civ. P. 1714;
4. Appointing Edward I. Levicoff, Esquire as Class Counsel;
5. Appointing as Settlement Administrator American Legal Claims Services, LLC;

6. Approving the form and manner of the Class Notice to the Settlement Class attached hereto as Exhibits “A” and “B” to the Settlement Agreement;

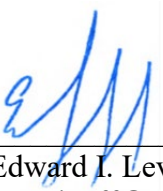
7. Authorizing individual notice of the Class Settlement to be sent to the proposed Settlement Class as described in the Settlement Agreement; and

8. In further support of this Motion, the Plaintiff submits the Declaration(s) of Plaintiff’s Counsel that attests to and sets forth Counsel’s background and experience in class litigation. See Exhibit “2” hereto.

WHEREFORE, the Parties hereby request that the Court enter the proposed Order of Preliminary Approval and authorize notice to the Settlement Class. A proposed order is attached.

Respectfully submitted:

Dated: August 20, 2026

By: 

Edward I. Levicoff, Esquire
ELevicoff@LevicoffLaw.com
Pa. I.D. #200108
THE LEVICOFF LAW FIRM, P.C.
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Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

P.I.T. RETRIEVALS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-13-023729

vs.

HEALTHPORT TECHNOLOGIES, LLC,

Defendant.

**ORDER OF PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND
PROVIDING FOR NOTICE AND HEARING**

This matter is before the Court on the Plaintiff's Consent Motion for Preliminary Approval of Class Action Settlement and Class Notice;

WHEREAS, the Parties have submitted a Motion pursuant to Pa. R. Civ. P. 1714 for an order preliminarily approving the Settlement of this action in accordance with the terms of the Class Settlement Agreement and Release ("Settlement Agreement") executed July 23, 2026.

The Court, having reviewed the Settlement Agreement entered into by the parties, hereby Orders that:

1. The Court hereby conditionally certifies a Settlement Class, pursuant to Pa. R. Civ. P. 1702, 1708 and 1709 as follows:

All patients, patient designees, and patient representatives that requested medical records from a Pennsylvania healthcare provider or facility in connection with patients' applications for life and/or health insurance, referred to by HealthPort as "underwriting" requests, and who paid to HealthPort an amount in excess of the maximum basic, search and retrieval, and/or reproduction fees as set forth in 42 Pa.C.S. § 6152(a)(2)(i) of the Pennsylvania Medical Records Act and who were not charged in accordance with an agreed-upon rate, during the period of December 17, 2009 through July 23, 2026. Excluded from the class are (a) any present or former counsel for Defendant in this Litigation; (b) the Court, the Courts immediate family, and the Court staff; and (c) Class Counsel.

2. Upon preliminary review, the Settlement Agreement entered into between the parties on July 23, 2026 appears to be fair, reasonable and adequate to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved, pending a final approval hearing after notice to the Settlement Class as provided herein.

3. The Court finds that the prerequisites to a class action under Pa. R. Civ. P. 1702, 1708 and 1709 have been satisfied for settlement purposes only in that:

- (a) there are approximately 2,056 Settlement Class Members;
- (b) the claims of the class representatives are typical of those of the other members of the class;
- (c) there are questions of fact and law that are common to all members of the class;
- (d) the class representatives will fairly and adequately protect the interests of the class and have retained counsel experienced in complex class action litigation who have and will adequately represent the class; and
- (e) the action is maintainable as a class action under Pa. R.C.P. 1708(a) for settlement purposes.

4. Pursuant to Pa. R.C.P. 1709, Plaintiff P.I.T. Retrievals, LLC is certified as the class representative. This Court certifies Edward I. Levicoff, Esq. as counsel for the Settlement Class, and he shall serve as the attorney to whom any request for exclusions from the Settlement Class or objections to the Settlement and/or request for attorneys' fees/costs shall be mailed by Settlement Class Members or opt-outs.

5. The Court will hold a final approval hearing pursuant to Pa. R.C.P. 1714(a) on _____ in Courtroom _____ at _____ for the following purposes:

(a) to determine whether the defined class should be certified for settlement purposes pursuant to Pa. R.C.P. 1702, 1708 and 1709;

(b) to determine whether the proposed settlement is fair, reasonable and adequate and should be granted final approval by the Court;

(c) to determine whether a final judgment should be entered dismissing the claims of the Settlement Class Members with prejudice, as required by the Settlement Agreement;

(d) to consider the application of Plaintiff's counsel for an award of attorneys' fees and expenses, and for a service award to the class representative; and

(e) to rule upon other such matters as the Court may deem appropriate.

6. The Court hereby approves, as to form and content, the Class Notice and finds that mailing and distribution of the notice substantially in the manner and form set forth in Settlement Agreement meets the requirements under Pa. R.C.P. 1714 as well as all due process requirements, is the best notice practical under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. American Legal Claims Services, LLC is appointed as Settlement Administrator and is authorized and directed to mail the approved class notice and administer the notice and claims procedure as more fully set forth below.

8. The costs of printing and mailing the class notice and otherwise administering the Settlement shall be paid by Defendant in accordance with § 8.4 of the Settlement Agreement.

9. Within thirty (30) days of the date of this Order, the Settlement Administrator shall:

(a) have updated the Class List using the best practices of updating class member addresses, including by use of the national change of address database;

(b) cause a copy of the proper Class Notice to be sent by first class mail to the individuals on the Class List for the Settlement Class;

(c) establish an Internet website containing information about the Settlement; and

(d) establish a Telephone Assistance program, all as provided in the Settlement Agreement.

10. HealthPort Technologies, LLC, and/or Datavant, LLC, as HealthPort's successor-in-interest, is authorized to provide the names and identifying information of the Settlement Class Members for purposes of confirming and/or updating the Class List. In connection, this Order is authorization to provide such information pursuant to the Health Insurance Portability and Accountability Act (HIPAA) pursuant to 45 C.F.R. §§ 164.502, 164.504(e) and 164.512(e), which authorize the disclosure of HIPAA-protected information pursuant to a court order and/or as required by law.

11. At least twenty (20) days prior to the final approval hearing, the Settlement Administrator shall serve on Plaintiff's counsel proof, by affidavit, that it has performed the functions described in Paragraphs 8-10.

12. As provided in the Class Notice, each Settlement Class Member shall have the right to exclude himself or herself from the Settlement Class by mailing a request for exclusion to the Settlement Administrator (with copies to counsel) in accordance with the procedures set forth in the Class Notice. Any such exclusion request must be received by the Administrator at least fifteen (15) days from the final approval hearing. Requests for exclusion must set forth the Settlement Class Member's original signature, current postal address, telephone number, and a specific statement that the proposed Settlement Class Member wants to be excluded from the Settlement Class. At least seven (7) days prior to the final approval hearing, Class Counsel shall

file with the Court a list of all persons who have timely requested exclusion from the Settlement Class along with copies of the Requests For Exclusion.

13. As provided in the Class Notice, each Settlement Class Member who does not timely opt out of the Settlement Class shall have the right to object to the Settlement or to the request by Plaintiff's counsel for an award of attorneys' fees and expenses by filing written objections with the Court in accordance with the procedures set forth in the Class Notice. Any such objection must be received no later than thirty (30) days prior to the final approval hearing. Each Settlement Class Member that objects must file his or her objections with this Court under the caption of this case and must also serve his or her objections on Counsel for the Settlement Class as provided in the Notice. Any Settlement Class Member who does not make his or her objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Settlement Agreement and to the final judgment and order approving class Settlement, unless otherwise ordered by Court. Any such objections shall be:

(a) delivered by hand, sent by first class mail, or sent by overnight/other delivery service (with written objections and copies of any papers and briefs included) no later than thirty (30) days prior to the final approval hearing to: Edward I. Levicoff, 4 PPG Place, Suite 200, Pittsburgh, PA 15222;

(b) filed under the caption of this case as P.I.T. Retrievals, LLC v. HealthPort Technologies, LLC, GD-13-023729 with the Allegheny County Department of Court Records (Civil), 414 Grant St., First Floor, Pittsburgh, PA. 15219 and received no later than thirty (30) days prior to the final approval hearing.

14. As provided in the Class Notice, each Settlement Class Member who does not timely opt out of the Settlement Class shall have the right to be heard at the final approval hearing upon written request that must be filed with the Court under the caption of this case as P.I.T. Retrievals, LLC v. HealthPort Technologies, LLC, GD-13-023729 (with the Allegheny County Department of Court Records (Civil), 414 Grant St., First Floor, Pittsburgh, Pa. 15219) and received no later than thirty (30) days prior to the final approval hearing. Each Settlement Class Member that wishes to appear at the final approval hearing must file his or her written request with the Court and must also serve his or her request on Counsel for the Settlement Class as provided in the Class Notice. Any Settlement Class Member who does not make his or her written request to be heard in the manner provided herein shall be deemed to have waived his or her right to speak at the final approval hearing. To the extent an objection relates to Plaintiff's Counsel's attorneys' fees and costs, any such objection may be made and/or supplemented up to seven (7) days after the filing of a motion for such fees and costs.

15. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (a) the proposed Settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; or (b) the proposed Settlement is terminated in accordance with the Settlement Agreement or does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, the Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor this Order, shall prejudice either party.

16. This Order shall not be construed or used as an admission, concession, or finding by or against Defendant of any fault, wrongdoing, breach or liability, or of the appropriateness or

permissibility of certifying a class on contest or for any purpose other than settlement. Nor shall the Order be construed or used as an admission, concession, or finding by or against Plaintiff or the alleged class members that their claims lack merit or that the relief requested in their pleadings is inappropriate, improper or unavailable, or as a waiver by any party of any defenses or claims it may have.

17. The Court reserves the right to adjourn the date of the final approval hearing without further notice to the members in the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the settling parties, if appropriate without further notice to the Settlement Class.

18. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

19. Accordingly, the Court sets the following deadlines:

(a) The Settlement Administrator shall send the Mail Notice as provided by the Settlement Agreement within thirty (30) days of preliminary approval.

(b) The final approval hearing will be held on _____, 2026, at _____ o'clock ____ .m., in the Court of Common Pleas of Allegheny County, Courtroom ____, 414 Grant St., Pittsburgh, Pennsylvania to determine whether the proposed Settlement Agreement is fair, reasonable and adequate.

(c) Plaintiff's Motion For Approval of Attorneys' Fees and costs must be filed forty (40) days before the final approval hearing.

(d) Any objections and notices of intent to appear with regard to the proposed class action settlement must be filed and served at least thirty (30) days before the final approval hearing.

(e) Any Opt-outs must be received by the Settlement Administrator at least (15) days before the final approval hearing.

(f) Any responses to any objections must be filed with the Court at least (15) days before the final approval hearing.

(g) The Motion For Final Approval of Class Action Settlement must be filed at least (15) days before the final approval hearing.

(h) All Proofs of Claims must be received by the Settlement Administrator no later than thirty (30) days after the final approval hearing.

It is So Ordered.

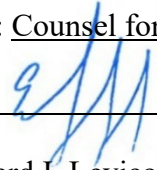
BY THE COURT:

_____. J.

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Public Access Policy of the *Unified Judicial System of Pennsylvania Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Counsel for Plaintiff

Signature: 

Name: Edward I. Levicoff, Esquire

Attorney No.: 200108

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

P.I.T. RETRIEVALS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-13-023729

vs.

HEALTHPORT TECHNOLOGIES, LLC,

Defendant.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within *Consent Motion For Preliminary Approval Of Class Action Settlement And Class Notice* has been served upon the following counsel via email only:

Leland P. Schermer
Schermer@marcus-shapira.com
Matthew B. Simon
Simon@marcus-shapira.com
Moiria Cain-Mannix
Cain-mannix@marcus-shapira.com
Marcus & Shapira LLP
One Oxford Centre, 35th floor
301 Grant Street
Pittsburgh, PA 15219-6401
(412) 471-3490

Counsel for Defendant

Dated: August 20, 2026

By: 

Edward I. Levicoff, Esquire
ELevicoff@LevicoffLaw.com
Pa. I.D. #200108
THE LEVICOFF LAW FIRM, P.C.
4 PPG Place, Suite 200
Pittsburgh, PA 15222
(412) 434-5200

Counsel for Plaintiff

EXHIBIT**1****CLASS SETTLEMENT AGREEMENT AND RELEASE**

This Class Settlement Agreement and Release (“Settlement Agreement,” “Class Settlement Agreement,” or “Settlement”) is made and entered into by and between (1) Plaintiff P.I.T. Retrievals, LLC (“Plaintiff”), individually and as representative of Settlement Class Members as defined below; and (2) Datavant, LLC, as successor-in-interest to HealthPort Technologies, LLC. (“HealthPort/Datavant” or “Defendant”). Plaintiff and HealthPort/Datavant are individually referred to herein as a “Party,” and collectively referred to herein as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, settle, and extinguish all released rights and claims of Plaintiff and Settlement Class Members, in accordance with the terms and conditions of this Settlement Agreement and contingent upon the Court’s preliminary and final approval of the Settlement.

RECITALS

WHEREAS, this Litigation was originally commenced on December 17, 2013 in the Court of Common Pleas of Allegheny County, Pennsylvania, with the filing of the complaint and being assigned case number GD-13-023729.

WHEREAS, for the relevant time-period set forth below, this Litigation alleges that HealthPort/Datavant charged Plaintiff and other such members of the class fees that exceed the state “ceiling” established by Pennsylvania Medical Records Act, 42 Pa.C.S. § 6152 (“MRA”).

WHEREAS, based upon the MRA amendment, this Litigation claims that, throughout 2013, Plaintiff requested medical records from Defendant on behalf of numerous patients and/or their representatives, and in response to these requests, Defendant sent Plaintiff invoices for producing the medical records. The fees reflected on these invoices are alleged to exceed the “ceiling” of the MRA.

WHEREAS, on December 15, 2014, Defendant filed its Answer and New Matter to the Complaint, denying the material allegations of Plaintiff's Complaint, denying liability, and raising defenses to Plaintiff's claims.

WHEREAS, discovery for Plaintiff opened in April of 2015, and Plaintiff shortly thereafter commenced written discovery, which included multiple requests for production of documents and interrogatories, to which Defendant responded and produced documents.

WHEREAS, arm's-length settlement negotiations have taken place between counsel for Plaintiff and the Defendant, and this Settlement Agreement, which embodies all of the terms and conditions of the Settlement Agreement between Defendant and Plaintiff, both individually and on behalf of Settlement Class Members, has been reached, subject to final approval by the Court.

WHEREAS, the Parties are willing to enter into this Settlement Agreement to settle and extinguish all claims of the Plaintiff and Settlement Class Members because of, among other reasons, the attendant expense, risks, difficulties, delays, and uncertainties of continued litigation.

WHEREAS, Plaintiff and Settlement Class Counsel believe that this Settlement Agreement provides fair, reasonable, and adequate relief to the Settlement Class, and it is in the best interest of the Settlement Class for the Litigation to be settled, compromised, and dismissed on the merits and with prejudice on the terms set forth below, subject to the approval of the Court.

WHEREAS, HealthPort/Datavant denies all claims asserted against it in the Litigation, denies that class certification would be appropriate if the case was litigated rather than settled, denies all allegations of wrongdoing and liability, and denies that anyone was harmed by the conduct alleged. Nevertheless, HealthPort/Datavant desires to settle and extinguish all claims of the Plaintiff and Settlement Class Members on the terms and conditions set forth in this Settlement Agreement for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing

the proceedings in the Litigation and fully, finally, and forever putting to rest and extinguishing the controversies engendered.

NOW THEREFORE, IT IS AGREED, by and among the Parties, without (a) any admission or concession of the lack of merit of the Litigation whatsoever on the part of Plaintiff, or (b) any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by HealthPort/Datavant, that the Litigation and all claims of Plaintiff and Settlement Class Members be settled, compromised, extinguished, and dismissed with prejudice on the merits and on the terms set forth below, subject to the approval of the Court.

I. DEFINITIONS

As used in this Settlement Agreement, the terms defined below shall have the meanings assigned to them when capitalized in the same fashion as in this Section I. Any other terms have their customary meaning.

1.1. “Settlement Class” shall mean those persons/entities identified as follows:

All patients, patient designees, and patient representatives that requested medical records from a Pennsylvania healthcare provider or facility in connection with patients’ applications for life and/or health insurance, referred to by HealthPort as “underwriting” requests, and who paid to HealthPort an amount in excess of the maximum basic, search and retrieval, and/or reproduction fees as set forth in 42 Pa.C.S. § 6152(a)(2)(i) of the Pennsylvania Medical Records Act and who were not charged in accordance with an agreed-upon rate, during the period of December 17, 2009 through [Date of Settlement Agreement]. Excluded from the class are (a) any present or former counsel for Defendant in this Litigation; (b) the Court, the Courts immediate family, and the Court staff; and (c) Class Counsel.

1.2. “Alleged Overpayment” means the amount, if any, by which the sum of the basic fee, search and retrieval fee, and/or per-page reproduction fee actually paid by a Requestor exceeds the sum of the maximum basic fee, search and retrieval fee, and/or per-page reproduction fee set forth in 42 Pa.C.S. § 6152(a)(2)(i), [as calculated based on the number of pages reproduced for the](#)

applicable Record Request. The term “Alleged Overpayment” shall mean only amounts greater than zero.

1.3. “Attorneys’ Fees and Expenses” means the attorneys’ fees, costs, and expenses applied for by Settlement Class Counsel relating to the Litigation and this Settlement Agreement and approved by the Court.

1.4. “Claimant” means a Settlement Class Member who has submitted a Valid Claim, and to whom a Settlement Benefit will be issued.

1.5. “Claim Period” means the period of time during which a Settlement Class Member must submit a Proof of Claim to be eligible to receive a monetary Settlement Benefit as part of the Settlement. The Claim Period shall be for at least ninety (90) consecutive days and conclude no later than thirty (30) days after the Final Fairness Hearing. If the Claim Period ends on a weekend or holiday, the Claim Period shall extend to the next business day. The Claim Period shall be set forth in the Preliminary Approval Order.

1.6. “Class Member I.D.” means the unique Notice I.D and Pin provided to each Settlement Class Member that can be used by the Settlement Class Member to login on the Settlement Website to review a Transaction List or to complete and submit a Proof of Claim.

1.7. “Court” or “Trial Court” means the Court of Common Pleas of Allegheny County, Pennsylvania.

1.8. “Class Service Award” means the payment to Named Plaintiff P.I.T Retrievals, LLC, pursuant to Section 8.2 and 8.3.

1.9. “Defendant” or “HealthPort/Datavant” means Datavant, LLC and its past or present affiliates, divisions, parents, subsidiaries, corporate family members, insurers, indemnitors, officers, directors, partners, employees, agents, attorneys, servants, heirs, administrators, executors,

members, member entities, shareholders, predecessors, successors, representatives, trustees, principals, vendors, and assigns, individually, jointly and severally.

1.10. “Effective Date” means the date on which the Court’s Final Approval Order has become final because either (i) no appeal of the Final Approval Order has been filed and the time provided by the applicable rules of civil procedure within which an appeal may be filed has lapsed, or (ii) if one or more timely appeals have been filed, all such appeals are finally resolved, with no possibility of further appellate review, resulting in final judicial approval of this Settlement Agreement. For purposes of this definition, the term “appeal” includes writ proceedings. The Court’s determination of Class Counsels’ petition for Attorneys’ Fees and Expenses shall not affect the Effective Date or be used as a basis for determining the Effective Date.

1.11. “Final Approval” means the approval of the Settlement Agreement by the Court at or after the Final Fairness Hearing, and entry on the Court’s docket of a Final Approval Order.

1.12. “Final Approval Order” means a final order and judgment, entered by the Court, giving Final Approval to the Settlement Agreement, and dismissing all claims of Plaintiff and Settlement Class Members with prejudice and entering a judgment according to the terms set forth in this Settlement Agreement.

1.13. “Final Fairness Hearing” means the hearing at which the Court will consider and finally decide whether to approve this Settlement, enter a Final Approval Order, and make such other rulings as are contemplated by this Settlement.

1.14. “Invoice Number” means the unique invoice number associated and provided by Defendant that corresponds to each Record Request.

1.15. “Litigation” means the lawsuit captioned *P.I.T. Retrievals, LLC v. Healthport Technologies, LLC*, GD-13-023729 (Court of Common Pleas of Allegheny County, Pennsylvania).

1.16. “Long Form Notice” means the notice (in a form substantially similar to that attached hereto as Exhibit A to be approved by the Court) that will be posted on the Settlement Website.

1.17. “Mail Notice” means the Notice (in a form substantially similar to that attached hereto as Exhibit B to be approved by the Court) that will be mailed to Proposed Settlement Class Members pursuant to the Notice Plan.

1.18. “Named Plaintiff” or “Plaintiff” means P.I.T. Retrievals, LLC, the plaintiff named in the Litigation.

1.19. “Notice and Administration Expenses” means the fees, costs, and expenses incurred by the Settlement Administrator in order to carry out its obligations under this Settlement Agreement.

1.20. “Notice Plan” means the plan for disseminating notice to Proposed Settlement Class Members as described in Section IV of this agreement.

1.21. “Parties” means Plaintiff and Defendant.

1.22. “Pin” means a unique alpha-numeric code provided to each Proposed Settlement Class Member that can be used in conjunction with the Class Member I.D. to login to the Settlement Website.

1.23. “Preliminary Approval” means preliminary approval, by the Court, of the Settlement Agreement, conditional certification of the Settlement Class, approval of Settlement Class Counsel as class counsel of the Settlement Class, approval of Named Plaintiff as the representative

of the Settlement Class, and approval of the method and content of the Mail Notice to Proposed Settlement Class Members.

1.24. “Preliminary Approval Order” means the order entered by the Court granting Preliminary Approval.

1.25. “Proposed Settlement Class Member” means those persons or entities included on the Settlement Class List.

1.26. “Proof of Claim” or “Electronic Proof of Claim” is the claim form to be submitted by a Settlement Class Member, which form will be available on the Settlement Class Website in the Settlement Class Member’s account (in a form substantially similar to that attached hereto as Exhibit C).

1.27. “Released Parties” means and refers to HealthPort/Datavant and its past or present affiliates, divisions, parents, subsidiaries, corporate family members, insurers, indemnitors, officers, directors, partners, employees, agents, attorneys, servants, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, representatives, trustees, principals, vendors, and assigns, individually, jointly and severally.

1.28. “Relevant Settlement Class Information” means the best information in Defendant’s possession, custody, and control that is relevant and necessary to identify Proposed Settlement Class Members and Records Requests that come within the Settlement Class, to send the Mail Notice to Proposed Settlement Class Members, for Settlement Class Members to submit a Proof of Claim for each Record Request and for the Settlement Administrator to administer the settlement and the claims process. This information shall include the name(s), customer number(s) and last known address of each Requestor in the Settlement Class. The information shall also include, but is not limited to, the following information about each Record Requests attributable

to the Settlement Class: 1) Invoice Number; 2) the name of the subject of the Record Request, (i.e., the patient's name); 3) the amount of the search and retrieval fee charged to the Requestor; 4) the amount of per page fees charged for each Record Request; and 5) the total amount of basic fees, search and retrieval fees and per page fees charged and paid.

1.29. “Record Request” means the submission by a Requestor to Pennsylvania health care providers, facilities, or associated entities, seeking copies of specified medical records to which Defendant responded by issuing an invoice of charges for searching, retrieving, and providing copies of the specified medical records, and collected payments for the copying of medical records in the possession, custody, or control of the health care providers, facilities, or associated entities.

1.30. “Requestor” means the individual or entity who submitted a Record Request that was later serviced by Defendant resulting in an issuance of an invoice with an Invoice Number by Defendant.

1.31. “Settlement Class Members” shall mean those persons/entities identified as being within the Settlement Class and do not opt-out of the Settlement as set forth in Section 5.1.

1.32. “Settlement Class List” shall mean a list of the names and last known addresses of those Proposed Settlement Class Members whom HealthPort/Datavant and/or the Settlement Administrator have identified from the Relevant Settlement Class Information.

1.33. “Settlement,” “Class Settlement Agreement,” or “Settlement Agreement” means this agreement between the Named Plaintiff (on behalf of itself and as representative of Settlement Class Members) and HealthPort/Datavant, and any amendment to this agreement, to settle, com-

promise, and extinguish Named Plaintiff's and Settlement Class Members' claims in the Litigation, as memorialized in this Settlement Agreement and the accompanying documents attached hereto, fully, finally, and forever.

1.34. "Settlement Administrator" means American Legal Claims Services, LLC or such other entity appointed by the Court which shall be solely liable for the administration of the Notice Plan and the administration of the settlement as approved by the Court. The Settlement Administrator will manage and administer the process by which the Settlement Class Members are notified of, and Claimants are paid pursuant to this Settlement Agreement. Defendant, Plaintiffs, and their counsel shall have no liability for any errors, omissions, or negligence of the Settlement Administrator in the performance of its duties.

1.35. "Settlement Benefit" means the cash payment available to a Claimant under this Settlement for each Record Request. The specific Settlement Benefit is based on a Proof of Claim received which is subject to review, validation, and adjustment by the Settlement Administrator based upon the terms and conditions of this Settlement Agreement.

1.36. "Settlement Claims Amount" means the total amount of Settlement Benefits made available to the Settlement Class by this Settlement which is calculated as 67.5% of the total Alleged Overpayment. The Parties agree that the total Settlement Claims Amount shall not exceed \$197,720.39.

1.37. "Settlement Class Counsel" or "Class Counsel" means Edward I. Levicoff, Esquire of the Levicoff Law Firm, P.C.

1.38. "Settlement Account" means the bank account into which HealthPort/Datavant's payment of the Settlement Claims Amount, as described in Section 3.2.1, shall be deposited for purposes of paying Settlement Benefits.

1.39. “Settlement Website” means the Internet website established by the Settlement Administrator.

1.40. “Transaction List” means a list containing a Proposed Settlement Class Member’s transactions with HealthPort/Datavant that includes the following information: the Invoice Number for the Record Request(s) HealthPort/Datavant associates as being made and paid for by the Class Member, the date HealthPort issued an invoice for payment, the identity of the person whose records were the subject of the Record Request, the identity of the healthcare provider the Record Request was made to, the amount of payment the Relevant Settlement Class Information indicates was made to HealthPort by or on behalf of the requestor for the invoice issued to the Requestor, and the amount of the Settlement Benefit being made available by the Settlement for each Record Request payment attributable to a Settlement Class Member (in a form substantially similar to that contained in the Electronic Proof of Claim (Exhibit C) to be approved by the Court). Proposed Settlement Class Members will be able to access their Transaction List by using their unique Class Member I.D. to access and login to the Settlement Website.

1.41. “Valid Claim” means a Proof of Claim submitted by a Settlement Class Member that is: (i) submitted in accordance with the directions accompanying the Proof of Claim and the provisions of the Settlement; (ii) accurately, fully and truthfully completed and executed, with all of the information requested in the Proof of Claim; (iii) signed physically or by electronic signature, subject to the penalty of perjury, by the Settlement Class Member (iv) submitted online by 11:59 p.m. Eastern Standard Time on the last day of the Claim Period; and (v) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Settlement Class Member or the Defendant to determine whether a Proof of Claim is a Valid Claim.

1.42. “HealthPort/Datavant’s Counsel” means Marcus & Shapira LLP.

II. NO ADMISSION OF LIABILITY OR ELEMENTS OF CLASS CERTIFICATION

2.1 HealthPort/Datavant’s Denial of Wrongdoing or Liability

HealthPort/Datavant has asserted and continues to assert many defenses in this Litigation and has expressly denied and continues to deny any fault, wrongdoing, or liability whatsoever arising out of the conduct alleged in the Litigation. HealthPort/Datavant expressly denies any fault, wrongdoing, or liability whatsoever, as well as the validity of each of the claims and prayers for relief asserted in the Litigation. The Parties expressly acknowledge and agree that neither the fact of, nor any provision contained in, this Settlement Agreement, nor any of the implementing documents or actions taken under them, nor HealthPort/Datavant’s willingness to enter into this Settlement Agreement, nor the content or fact of any negotiations, communications, and discussions associated with the Settlement shall constitute or be construed as an admission by or against HealthPort/Datavant of any fault, wrongdoing, violation of law, or liability whatsoever, the validity of any claim or fact alleged in the Litigation, or any infirmity of any defenses asserted by HealthPort/Datavant in the Litigation.

2.2 No Admission by HealthPort/Datavant of Elements of Class Certification

Plaintiff and HealthPort/Datavant agree and stipulate that a Settlement Class should be certified for settlement purposes only. Other than for purposes of this Settlement Agreement, HealthPort/Datavant denies that a litigation class could be properly certified and reserves its rights to continue to contest any class certification motion. Nothing in this Settlement Agreement shall be construed as an admission by HealthPort/Datavant that this Litigation or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement shall prevent HealthPort/Datavant from continuing to object to certification of a class or classes if Final Approval of this Settlement is not obtained, or not upheld on appeal, including

review by the Superior and Supreme Courts of the Commonwealth of Pennsylvania.

III. SETTLEMENT BENEFITS AND CLAIMS PROCESS

3.1. Settlement Benefits & Proof of Claim Process

3.1.1. Each Claimant shall be entitled to receive a Settlement Benefit for each Record Request made in an amount equal to 67.5% of the Alleged Overpayment, subject to the provisions of Section 3.2.1 of the Settlement Agreement. To receive a Settlement Benefit, each Settlement Class Member must submit a Valid Claim and must not have submitted a request for exclusion pursuant to Section 5.1 of the Settlement Agreement. The Electronic Proof of Claim (Exhibit C) can be accessed by all Proposed Settlement Class Members in their account on the Settlement Website. The Proof of Claim forms shall identify each of the Proposed Settlement Class Member's Record Requests along with the amount of the Settlement Benefit being made available by the Settlement for all Record Requests attributable to a Settlement Class Member and for each particular Record Request. A Settlement Class Member may submit a single Proof of Claim for all identified Record Requests attributable to a Settlement Class Member. All Valid Claims will be paid by HealthPort/Datavant from the Settlement Account.

3.1.2. A Claimant may elect to receive payment of the Settlement Benefit for a Valid Claim by one of several different methods identified in Section 3.2.2 of this Settlement Agreement. The Proof of Claim shall detail the different methods of payment available for election by a Claimant.

3.1.3. To have a Valid Claim, a Settlement Class Member must submit a Proof of Claim within the Claim Period.

3.1.4. Upon receipt of the Proof of Claim, the Settlement Administrator shall initially, and if the Settlement Administrator is unable to, then Settlement Class Counsel and HealthPort/Datavant Counsel shall jointly, make a determination as to whether the Settlement

Class Member has adequately demonstrated eligibility for recovery under this Section by submitting the information necessary for a Valid Claim. In the event Settlement Class Counsel or HealthPort/Datavant Counsel dispute the Settlement Administrator's determination or cannot jointly agree on the determination of whether any Proof of Claim is a Valid Claim, they shall promptly submit the dispute to the Court and the Court shall resolve any disputes under this Section.

3.1.5. If a Settlement Class Member elects not to, fails to submit, or submits an invalid or untimely Proof of Claim and is not provided a Settlement Benefit, such Settlement Class Member shall still be bound by the Release of Claims in Section IX.

3.1.6. Within twenty (20) days after the expiration of the Claims Period, the Settlement Administrator will notify the Parties and their counsel of the number of Claimants and the amount of Settlement Benefits being paid to Claimants for Valid Claims.

3.1.7. Nothing in this Settlement Agreement or claims process creates a claim by any person or entity against Named Plaintiff, Plaintiff's Counsel, Settlement Class Counsel, Defendant, HealthPort/Datavant's counsel, or the Settlement Administrator based on any determination of a Valid Claim, distributions, or awards made in accordance with this Settlement Agreement and the Exhibits hereto, and all relief shall be solely as provided in this Settlement Agreement and by its claims process. Neither Plaintiff nor Defendant, nor their counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

3.2. Settlement Benefits and Valid Claim Funding

3.2.1. HealthPort/Datavant will make available \$197,720.39 for the purpose of paying Settlement Benefits for Valid Claims. Within 14 days of the Effective Date, HealthPort/Datavant shall fund the Settlement Account with up to \$197,720.39 to pay Valid Claims. If Valid Claims

exceed \$197,720.39, the Settlement Administrator will fulfill all valid claims on a pro rata basis. If Valid Claims are less than the amount in the Settlement Account, the Settlement Administrator shall promptly return all unused funds to Defendant within 21 days after the Effective Date.

3.2.2. The Proof of Claim shall inform Settlement Class Members of their right to elect to receive their Settlement Benefit by electronic methods, including by: (1) a paper check sent via mail; (2) Zelle, (3) PayPal, (4) Venmo, (5) electronic Mastercard, and (6) ACH. The Electronic Proof of Claim shall notify the Claimant of how to provide information to the Settlement Administrator that will be needed to make the Settlement Benefit payment. To the extent that a Claimant has not provided sufficient information for a Settlement Benefit payment to be made by a method other than by paper check, or the Settlement Administrator is unable to make the Settlement Benefit payment according to a Claimant's chosen method of payment other than by a paper check, then the method of payment will be by mailed paper check. Within thirty (30) days after the Effective Date, the Settlement Administrator shall mail Payment Notices to each Claimant that receives payment by a paper check via U.S. Mail. The Payment Notices shall accompany the settlement checks and shall notify the recipients that the checks must be cashed within ninety (90) days from the date on the paper check and that the enclosed check shall not be valid after that date.

3.2.3. A Settlement Class Member may elect to submit a claim form for less than all transactions on the Transaction List. In such a case, the Settlement Class Member must submit the Electronic Proof of Claim and select the specific transactions for reimbursement. A Settlement Class Member may still submit a claim form online for all transactions as well.

3.3. Taxes and Tax Expenses of Settlement Administration

3.3.1. Any taxes and/or tax expenses of class notice and/or settlement administration shall be paid by the Settlement Administrator as an expense.

IV. MOTION FOR PRELIMINARY APPROVAL

4.1. Motion for Preliminary Approval

4.1.1. On or before September 30, 2026, Settlement Class Counsel shall file this Settlement Agreement with the Court together with a Motion for Preliminary Approval.

4.1.2. The Motion for Preliminary Approval shall seek entry of an order that would, for settlement purposes only: (i) certify a conditional settlement class under Pennsylvania Rule of Civil Procedure 1707, composed of the Proposed Settlement Class Members as described in Section 1.2; (ii) preliminarily approve this proposed Settlement Agreement; (iii) approve the plan of notice and the proposed Mail Notice to the Proposed Settlement Class Members in a form substantially similar to that attached hereto as Exhibit A; (iv) appoint Named Plaintiff as representative of the Settlement Class; (v) appoint Settlement Class Counsel as counsel for the Settlement Class; and (vi) appoint the Settlement Administrator.

4.2. Selection of Settlement Administrator

4.2.1. The Parties have agreed that American Legal Claims Services, LLC will be retained as the Settlement Administrator at HealthPort/Datavant's expense, with approval of the Court, and American Legal Claims Services has agreed to provide notice and administer the settlement consistent with this Settlement Agreement.

V. NOTICE PLAN

5.1. Preparation and Production of Relevant Class Member Information and the Settlement Class List

5.1.1. Identification of the Relevant Class Member Information. HealthPort/Datavant has undertaken a review of the information in its possession, custody, and control from which the Relevant Class Member Information may be derived. From these records, HealthPort/Datavant identified all medical Record Requests handled by HealthPort/Datavant for Underwriting Requests

between December 17, 2009 and December 31, 2014 (the “Record Request Data”). Based upon this review, HealthPort/Datavant produced to Class Counsel an Excel Spreadsheet of the Relevant Class Member Information. HealthPort/Datavant agrees and certifies that that all transactions coming within the Settlement Class that can be identified from the information within the care, custody, and control of HealthPort/Datavant have been identified.

5.1.2. Identification and Verification of Proposed Settlement Class Members. The Settlement Administrator reviewed the Relevant Settlement Class Information provided by HealthPort/Datavant and applied certain criteria to exclude Records Requests that did not come within the Settlement Class definition. These criteria were reviewed by HealthPort/Datavant and Class Counsel. Based upon this review and the Settlement Administrator’s verification that the criteria was applied properly to the Record Request Data within the normal standards of data analytics and the Settlement Administrator’s experience in analyzing data to identify class members and the benefits available thereto, HealthPort/Datavant represents that that there are approximately 2,056 persons/entities with the Settlement Class who have, collectively, made 15,149 Record Requests.

5.1.3. Creation of Settlement Class List. Upon the completion of the identification and verification process, the Settlement Administrator shall retain the Relevant Class Member Information for purposes of Class Notice and settlement administration. The Settlement Administrator shall use the Relevant Class Member Information to derive the Settlement Class List. To the extent any disputes remain with regard to the Settlement Class List, the Parties shall resolve any disputes at least seven (7) days before the hearing for Preliminary Approval. Any remaining disputes shall be resolved by the Court at the hearing for Preliminary Approval, or on

the papers if no hearing is held.

5.2. Notice Process

5.2.1. For purposes of providing court-approved class notices and establishing that the best practicable notice has been given, the provision of class notice will be accomplished in accordance with the following provisions:

5.2.2. The Proposed Settlement Class Members shall receive the Mail Notice (attached hereto as Exhibit B), or in any other form approved by the Court.

5.2.3. Mail Notice and Internet Website

5.2.3.1. Within thirty (30) days following Preliminary Approval, the Settlement Administrator shall cause the Mail Notice in the form approved by the Court to be sent via first-class U.S. mail, postage prepaid, to all the Proposed Settlement Class Members on the Settlement Class List, which will be the Mail Notice. Prior to sending the Mail Notice, the Settlement Administrator shall update the names and mailing addresses of the Proposed Settlement Class Members through the United States Postal Service National Change of Address database. For up to sixty (60) days following mailing of the Mail Notice, the Settlement Administrator may re-mail the Mail Notice via first-class U.S. mail, postage prepaid, to updated addresses of the Proposed Settlement Class Members identified on the Settlement Class List, to the extent that the Settlement Administrator receives address change notifications from the U.S. Postal Service or is otherwise reasonably able to obtain an updated address from another service or method.

5.2.3.2. Not later than twenty (20) days before the Final Fairness Hearing, the Settlement Administrator shall cause proof of the mailing of the Mail Notice in the form approved by the Court to the Proposed Settlement Class Members to be filed with the Court. Neither the Parties nor the Settlement Administrator shall have any further obligation to send notice of the Settlement

to the Proposed Settlement Class Members, except as provided in this Settlement Agreement and as ordered by the Court.

5.2.3.3. Settlement Website

The Settlement Administrator shall establish a Settlement Website containing information about the Settlement at <http://www.HealthportPITSettlementPa.com> (or other similar URL). The Settlement Website will be accessible no later than five (5) days prior to the mailing of the Mail Notice described above. The Settlement Website will at least set forth the following information: (i) the full text of the Settlement Agreement; (ii) the Exhibit A Long Form Notice to the Proposed Settlement Class Members in the form approved by the Court; (iii) the Exhibit B Mail Notice; (iv) the Preliminary Approval Order and other relevant orders of the Court; (v) all documents submitted by Settlement Class Counsel filed in support of preliminary approval of this settlement; (vi) if the Settlement is terminated, a notice approved by the Parties notifying the Proposed Settlement Class Members of such termination; and (vii) contact information for Settlement Class Counsel and the Settlement Administrator. Accessing the Settlement Website does not make a person or entity a Proposed Settlement Class Member.

The Settlement Website shall also contain a function whereby a Proposed Settlement Class Member may be able to login using the Class Member ID provided as part of the Mail Notice that would allow a Proposed Settlement Class Member to review the Transaction List and to complete and submit an Electronic Proof of Claim.

Any language or information appearing on the Settlement Website in addition to the above-listed documents shall appear only with the prior consent of all Parties. Not later than twenty (20) days before the Final Fairness Hearing, the Settlement Administrator shall cause proof of the establishment and maintenance of the Settlement Website to be filed with the Court. The Court,

without right of appeal, shall resolve any disputes under this Subsection.

5.2.3.4. Telephone Assistance Program

The Settlement Administrator shall establish a toll-free telephone number, which will be staffed by the Settlement Administrator, to answer questions from the Settlement Class Members. The toll-free number will provide access to live support, a voice response unit (“VRU”), or a combination of live support and VRU. The Settlement Administrator shall prepare a set of frequently asked questions and answers thereto (“FAQ”), subject to approval of the Parties’ counsel, that shall be used both for the telephone assistance program and posted on the Settlement Website. The Settlement Administrator shall refer to Settlement Class Counsel (and advise them of the referral) any Settlement Class Member that asks to speak with Settlement Class Counsel or that the Settlement Administrator concludes is seeking legal advice about the Settlement shall be referred to Settlement Class Counsel. Not later than twenty (20) days before the Final Fairness Hearing, the Settlement Administrator shall cause proof of the establishment and maintenance of the Telephone Assistance Program to be filed with the Court. The Settlement Administrator shall maintain the Telephone Assistance Program described in this Subsection until the mailing of the last Payment Notice.

VI. PROCEDURES FOR OPT-OUTS AND OBJECTIONS

6.1. Opt-Out Procedures

The Mail Notice shall contain information about how a Proposed Settlement Class Member may opt out of the Settlement, as well as the potential implications of opting out.

6.1.1. A Proposed Settlement Class Member may request to be excluded from the Settlement Class by sending a written request for exclusion to “Exclusion Requests – *P.I.T Retrievals, LLC v. Healthport Technologies, LLC*, Settlement Administrator” to the address for the

Settlement Administrator provided in the Mail Notice. The Proposed Settlement Class Member opt-out request must contain the Proposed Settlement Class Member's original signature, current postal address and telephone number, and a specific statement that the Proposed Settlement Class Member wants to be excluded from the Settlement Class, and such further information requested in the Long Form Notice and Mail Notice. Opt-out requests must be received by the Settlement Administrator no later than fifteen (15) days prior to the Final Fairness Hearing, which date will be listed in the Long Form Notice and the Mail Notice.

6.1.2. Requests for exclusion that do not comply with Subsection 6.1.1 are invalid.

6.1.3. In no event shall a request for exclusion by Proposed Settlement Class Members as a group, aggregate, or class involving more than one Proposed Settlement Class Member be considered valid opt-out. So-called "mass" or "class" Opt-Outs shall not be allowed.

6.2. List of Opt-Outs

No later than ten (10) business days after the deadline for submission and receipt of opt-out requests, the Settlement Administrator shall provide to Settlement Class Counsel and HealthPort/Datavant's Counsel a list of all persons or entities who have properly opted out of the Settlement together with copies of the opt-out requests.

6.3. Objections from Settlement Class Members

6.3.1. Any Settlement Class Member who wishes to object to the Settlement or any other matters as described in the Mail Notice or Long Form Notice may do so by filing with the Court a notice of an intention to object. Each notice of the intention to object to the Settlement must minimally set forth each objection, specify the basis therefore, state whether the objection applies to the objector, a subset of the class or the entire class, with any papers in support of the objection, and serve copies of all such papers upon Settlement Class Counsel and HealthPort/Datavant's

Counsel at the addresses provided in the Mail Notice. Additional information may be requested as indicated in the Long Form Notice and Mail Notice. Objections must be filed with the Court no later than thirty (30) days prior to the Final Fairness Hearing.

6.3.2. Objections to Settlement Class Counsel's Attorneys' Fees and Expenses may be supplemented up to seven (7) days after the filing of a motion for such fees, costs, and expenses to address additional information or materials in the motion.

6.3.3. Any written objection must indicate whether the Settlement Class Member and/or his/her/its lawyer(s) intend to appear at the Final Fairness Hearing. Any lawyer who intends to appear at the Final Fairness Hearing must enter a written Praecipe for Appearance of Counsel with the Prothonotary no later than the date set by the Court in its Preliminary Approval Order and shall identify the full caption and case number of each previous class action case in which that counsel has represented an objector to said class action identified.

VII. FINAL FAIRNESS HEARING AND FINAL APPROVAL

7.1. Final Fairness Hearing

The Parties will jointly request that the Court hold the Final Fairness Hearing to consider approval of the Settlement of the Litigation as provided for herein approximately (90) ninety days after Preliminary Approval. The Parties agree that the Final Approval Order constitutes a final judgment, dismissing the Litigation with prejudice.

7.2. Final Approval

All relief contemplated by this Settlement Agreement is expressly contingent upon the Settlement Agreement receiving the Court's Final Approval.

VIII. ATTORNEYS' FEES, LITIGATION EXPENSES, COSTS OF NOTICE, AND SETTLEMENT ADMINISTRATION

8.1. Attorneys' Fees and Expenses

8.1.1. The Parties agreed on the amount of attorneys' fees and costs, subject to the Court's approval. HealthPort/Datavant shall pay, subject to Court approval, \$65,906.80 to Settlement Class Counsel for reasonable attorneys' fees and costs. This payment will be independent from, and not part of, the Settlement Claims Amount used to pay Settlement Benefits. For the purposes of clarity, should the Court approve only a lesser amount of attorneys' fees, HealthPort/Datavant shall only be responsible for the lesser amount of attorneys' fees awarded by the Court. In no event shall HealthPort/Datavant be liable to pay an amount for attorneys' fees more than \$65,906.80.

8.1.2. Awarded Attorneys' Fees and Expenses will be paid by HealthPort/Datavant within (14) fourteen days of the Effective Date.

8.1.3. The application or applications for Attorneys' Fees and Expenses, and any and all matters related thereto, shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Plaintiff and Settlement Class Counsel agree that this Settlement Agreement is not conditioned on the Court's approval of Attorneys' Fees and Expenses in the requested amount or in any amount whatsoever. The Court's ruling on the application or applications for such Attorneys' Fees and Expenses shall not operate to terminate or cancel the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, or expenses, ordered by the Court to be paid to Settlement Class Counsel, shall affect whether the Final Judgment is final, or constitute grounds for cancellation or termination of the Settlement.

8.2. Class Service Award to Named Plaintiff

8.3. Subject to Court approval, Defendant agrees to pay Named Plaintiff a Class Service Award of \$2,500.00. This payment of the Class Service Award will be independent from, and not

part of, the Settlement Claims Amount. Named Plaintiff agrees that this Settlement Agreement is not conditioned on the Court's approval of the Class Service Award in the requested amount or in any amount whatsoever. The Court's ruling on the application for such Class Service Award shall not operate to terminate or cancel the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount(s) of any service award, costs, or expenses, ordered by the Court to be paid to Plaintiff, shall affect whether the Final Judgment is final, or constitute grounds for cancellation or termination of the Settlement.

8.4. Notice and Administration Expenses

The Parties have obtained estimates as to the anticipated Notice and Administration Expenses. HealthPort/Datavant shall pay the amount of Notice and Administration Expenses without objection. The payment of the Notice and Administration Expenses by HealthPort/Datavant is independent from, and not part of, the Settlement Claims Amount, which obligation shall continue even if the Settlement is not finally approved by the Court and/or does not become effective.

IX. RELEASE OF CLAIMS

9.1. Settlement Class Member Release

Upon the Effective Date, and in exchange for the relief described in this Settlement Agreement, all Settlement Class Members, and each of their respective spouses, heirs, executors, trustees, guardians, wards, administrators, representatives, agents, attorneys, partners, successors, predecessors, and assigns and all those acting or purporting to act on their behalf (including the government in its capacity as *parens patriae*) completely, finally, and forever release and discharge the Released Parties of all claims, actions, demands, lawsuits, rights, liabilities, damages, losses, attorneys' fees, interest, expenses, costs, except for the payments, attorneys' fees, interest, expenses and costs as provided in this Settlement Agreement, and causes of action, whether

accrued or unaccrued, known or unknown, fixed or contingent, including without limitation extra contractual damages, damages at law or in equity, or penalties of any kind or description which now exist or heretofore existed, by or on behalf of any Settlement Class Member against HealthPort/Datavant which arise from the acts, omissions, facts, matter, transactions, or occurrences alleged in the Litigation, or which could have been or were indirectly alleged, asserted, described, set forth, or referred to in the Litigation.

9.2. All Claims

This Settlement Agreement extinguishes every claim by or on behalf of Named Plaintiff and Settlement Class Members against the Released Parties, arising from the acts, omissions, facts, matter, transactions, or occurrences alleged in the Litigation.

9.3. Extent of Defendant's Monetary Obligations

The Settlement Claims Amount, the Class Service Award, the Attorneys' Fees and Expenses awarded, and the Notice and Administration Expenses represent the limit and extent of Defendant's monetary obligations under this Settlement.

X. TERMINATION AND SUSPENSION

10.1. Rights to Terminate Settlement Agreement

HealthPort/Datavant's willingness to settle this Litigation on a class-action basis and to agree to the certification of a conditional Settlement Class is dependent upon achieving finality in this Litigation and avoiding the expense of this and other litigation. Consequently, the Parties shall have the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement, except as set forth in Sections 10.4 and 10.5 below, if any of the following conditions subsequently occurs:

- (a) The Court fails or declines to grant Preliminary Approval; or
- (b) The Effective Date does not occur for any reason, including the entry of an

order by the Court that would require either material modification or termination of the Settlement.

10.2. Attorneys' Fees and Expenses Approval:

The failure of the Court to approve the Attorneys' Fees and Expenses or Class Service Award in the requested amounts, or any amounts whatsoever, shall not be grounds for Named Plaintiff to terminate this Settlement Agreement.

10.3. Procedure for Terminating Settlement Agreement

To terminate this Settlement Agreement, the Party wishing to terminate shall provide written notice of termination to counsel for the non-terminating Party, via e-mail and first-class U.S. Mail. Termination of this Settlement Agreement shall become effective on the date such written notice is provided via email.

10.4. Effect of Termination on This or Future Litigation

If this Settlement Agreement is terminated:

(a) Counsel for the Parties shall seek to have any Court orders, filings, or other entries in the Court's file that result from this Settlement Agreement set aside, withdrawn, and stricken from the record;

(b) The Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection with either of them, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and

(c) The Parties shall stand in the same procedural position as if the Settlement

Agreement had not been negotiated, made, or filed with the Court.

10.5. Effect on Monies Paid Pursuant to Settlement Agreement

If this Settlement Agreement is terminated or the Effective Date otherwise does not occur, any money which was disbursed pursuant to this Settlement Agreement shall be returned directly to Defendant within five (5) days of notification by Defendant to the Settlement Administrator, except for any expenses incurred for Settlement Notice and Administration up through the date of the notification to the Settlement Administrator. HealthPort/Datavant's obligation to pay for Settlement Notice and Administration for the period from preliminary approval of this Settlement Agreement to the termination of this Settlement agreement shall survive any termination of this Settlement Agreement.

XI. MISCELLANEOUS PROVISIONS

11.1. Public Statements

Settlement Class Counsel agree to make no statements, directly or indirectly, to any media source, including but not limited to press releases, concerning the Settlement prior to the Preliminary Approval Hearing.

11.2. Admissibility of Settlement Agreement

This Settlement Agreement shall not be offered by any party or be admissible in evidence in any action or proceeding except (1) the hearings necessary to obtain and implement Court approval of this Settlement; or (2) any hearing to enforce the terms of this Settlement Agreement or order by the Court to enforce, modify, change, or otherwise effect the Settlement Agreement or Settlement.

11.3. Successors and Assigns

The terms of this Settlement Agreement shall apply to and bind the Parties and the Settlement Members as well as their heirs, successors and assigns.

11.4. Communications with Parties Relating to the Settlement Agreement

All notices, requests for consent, and other formal communications under this Settlement Agreement shall be in writing and sent by mail to all counsel for the Party to whom the notice is directed at the following addresses:

If to Plaintiff:

Edward I. Levicoff, Esquire
Levicoff Law Firm, P.C.
4 PPG Place, Suite 200
Pittsburgh, PA 15222
Phone: (412) 434 - 5200
Email: ELevicoff@levicofflaw.com

If to HealthPort/Datavant:

Leland P. Schermer, Esquire
Moiria Cain-Mannix, Esquire
Matthew B. Simon, Esquire
Marcus & Shapira LLP
301 Grant Street, 35th Floor
One Oxford Centre
Pittsburgh, Pennsylvania 15219-6401
Email:
schermer@marcus-shapira.com
mcm@marcus-shapira.com
simon@marcus-shapira.com

Any Party may, by written notice to all the other Parties, change its designated recipient(s) or notice address provided above.

11.5. HealthPort/Datavant's Communications in the Ordinary Course of Business

HealthPort/Datavant reserves the right to continue communicating with customers, including any Proposed Settlement Class Members, in the ordinary course of business, and Class Counsel consents to all such communications. To the extent that customers initiate communications regarding this Settlement Agreement, HealthPort/Datavant and its counsel may confirm the fact of a settlement and refer inquiries to the Settlement Administrator and Class Counsel.

11.6. Efforts to Support Settlement

The Parties and their counsel agree to cooperate fully in seeking Court approval for this

Settlement Agreement and to use their best good faith efforts to effect the consummation of the Settlement and to protect the Settlement Agreement by applying for appropriate orders enjoining others from initiating or prosecuting any action arising out of or related to facts or claims alleged in the Litigation, if so required.

11.7. Disputes Between Parties Relating to the Settlement Agreement

To the extent any disputes or issues arise with respect to documenting or effecting the Settlement Agreement, the Parties agree to use their best good faith efforts to informally resolve any such disputes or issues; but in the event any such dispute or issue cannot be resolved informally, to bring any such dispute or issue to the Court for resolution.

11.8. Entire and Voluntary Settlement Agreement

The Parties intend the Settlement Agreement to be a final and complete resolution of the Litigation. The Parties agree that the terms of the Settlement Agreement were negotiated at arm's length and in good faith and were reached voluntarily after consultation with competent legal counsel. There shall be no presumption for or against any Party that drafted all or any portion of this Settlement Agreement. This Settlement Agreement contains the entire agreement and understanding concerning the subject matter between the Parties and supersedes all prior negotiations and proposals, whether written or oral. No other party or any agent or attorney of any other party has made any promise, representation, or warranty whatsoever not contained in this Settlement Agreement and the other documents referred to in this Settlement Agreement to induce Plaintiff or Settlement Class Counsel to execute the same. The Parties represent that they have not executed this Settlement Agreement or the other documents in reliance on any promise, representation, or warranty not contained or referred to in this Settlement Agreement.

11.9 Headings for Convenience Only

The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

11.10 Amendments

The Settlement Agreement may be amended or modified only by a written instrument signed by HealthPort/Datavant and Settlement Class Counsel, or their respective successors-in-interest.

11.11. Authorization of Counsel

Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff and the Settlement Class Members to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class that they deem necessary or appropriate, subject to Court approval. Each attorney or other person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

11.12. Confidentiality

All agreements made and Orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

11.13. Court's Jurisdiction

The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement.

11.14. Construction

Each of the Parties has cooperated in the drafting and preparation of this Settlement

Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any of the Parties. Before declaring any provision of this Settlement Agreement invalid, a court should first attempt to construe the provision valid to the fullest extent possible consistent with applicable precedent so as to find all material provisions of this Settlement Agreement valid and enforceable.

11.15. No Claims Arising from this Settlement Agreement

No person shall have any claim against any Released Party, HealthPort/Datavant's Counsel, Named Plaintiff, or Settlement Class Counsel, based on administration and distribution of Settlement Benefits made substantially in accordance with this Settlement Agreement or any Settlement Agreement-related order(s) of the Court.

11.16. Severability

Should the Court reject or otherwise refuse to approve any of the provisions of this Settlement, such provision shall immediately become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

11.17. Authorization of Counsel

Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement that they deem necessary or appropriate. Each attorney or other person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

11.18. Applicable Law

This Settlement Agreement shall, in all respects, be interpreted, construed and governed

by and under the laws of the Commonwealth of Pennsylvania. All judicial proceedings regarding this Settlement Agreement shall be brought only in the Court of Common Pleas for Allegheny County. Any notice period set forth in this Settlement Agreement shall be calculated pursuant to the applicable rules of civil procedure of the Court.

11.19. Counterparts

This Settlement Agreement may be executed in one or more counterparts and by facsimile or other electronic means. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts, and a complete set of executed counterparts shall be filed with the Court. This Agreement shall be of no force in effect until executed by all Parties.

IN WITNESS THEREOF, and intending to be legally bound, the Parties hereto have caused this Class Settlement Agreement and Release to be executed by their duly authorized representatives:

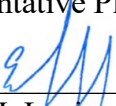
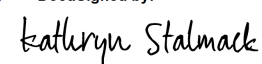
Plaintiff's Counsel On Behalf of Representative Plaintiff  _____ Edward I. Levicoff, Esquire Levicoff Law Firm, P.C. 4 PPG Place, Suite 200 Pittsburgh, PA 15222 DATE <u>07/20/2026</u>	On Behalf of Healthport/Datavant, LLC DocuSigned by:  5619F9EA7D8D4A4... _____ Name: Kathryn Stalmack Title: Chief Legal Officer & Chief Compliance Officer DATE <u>7/23/2026</u>
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EXHIBIT A
Long Form Notice

P.I.T. Retrievals, LLC v. HealthPort Technologies, LLC
GD-13-023729 (Court of Common Pleas of Allegheny County)

**YOU MAY BE ENTITLED TO RECOVER A PAYMENT OF
MONEY FROM A CLASS ACTION SETTLEMENT.**

YOU MAY BE A PATIENT, INDIVIDUAL, LAWYER, LAW FIRM, OR COMPANY WHO REQUESTED AND PAID FOR COPIES OF CERTAIN MEDICAL RECORDS FROM HEALTHPORT TECHNOLOGIES, LLC (NOW KNOWN AS DATAVANT LLC) IN CONNECTION WITH A PATIENT’S APPLICATION FOR LIFE AND/OR HEALTH INSURANCE. YOU HAVE RIGHTS UNDER THE PROPOSED CLASS ACTION SETTLEMENT IF YOU ARE A MEMBER OF THE FOLLOWING GROUP:

All patients, patient designees, and patient representatives that requested medical records from a Pennsylvania healthcare provider or facility in connection with patients’ applications for life and/or health insurance, referred to by HealthPort as “underwriting” requests, and who paid to HealthPort an amount in excess of the maximum basic, search and retrieval, and/or reproduction fees as set forth in 42 Pa.C.S. § 6152(a)(2)(i) of the Pennsylvania Medical Records Act and who were not charged in accordance with an agreed-upon rate, during the period of December 17, 2009 through [Date of Settlement Agreement].

A court authorized this notice. This is not a solicitation from a lawyer.

- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM	If you submit a Proof of Claim as explained in this Notice and that Proof of Claim is approved by the settlement administrator, you can recover 67.5% of the amounts you allegedly overpaid to HealthPort (now Datavant), as determined by the Settlement Administrator, for medical record requests made in connection with a patient's application for life and/or health insurance from December 17, 2009 through [date of settlement agreement]. Payments will be made if the Court approves the settlement after appeals are resolved (if any).
EXCLUDE YOURSELF	Receive no settlement payment. This is the only option that allows you to ever be part of any other lawsuit against HealthPort about the claims in this case.
OBJECT	Write to the Court if you disapprove of the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Receive no settlement payment, and you will release any of your claims related to the claims in this case if the Court approves the settlement.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

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BASIC INFORMATION

1. Why is this Notice being provided?

You may be a member of a class of patients, persons, lawyers, law firms, and companies who requested medical records in connection with an application for health or life insurance from a Pennsylvania Health Care Provider and paid HealthPort Technologies LLC (now known as Datavant LLC) (“HealthPort”) for providing copies of the records, and who may be entitled to recover money from this proposed class action settlement.

The Court directed that you receive access to this Notice because you have a right to know about this proposed settlement of a class action lawsuit. This Notice explains all your options before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a neutral administrator (referred to in this Notice as the “Settlement Administrator”) approved by the Court will review your claim and make the payments that the settlement allows.

The Court in charge of the case is the Court of Common Pleas of Allegheny County, Pennsylvania (referred to in this notice as the “Trial Court”). The case is known as *P.I.T. Retrievals, LLC v. HealthPort Technologies, LLC*, GD-13-023729 (referred to in this notice as the “Lawsuit”). The people who sued are called Plaintiffs, and the company they sued, HealthPort, is called the Defendant.

This package explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The Lawsuit alleges that HealthPort failed to comply with the Pennsylvania Medical Records Act. The claims are that HealthPort breached an implied contract by charging persons or businesses in excess of the state “ceiling” established by the Medical Records Act. Plaintiff alleges that HealthPort is liable to Plaintiff and a proposed class for money damages for alleged overpayments for copies of medical records.

HealthPort denies Plaintiff’s allegations. HealthPort asserts that the Medical Records Act does not apply to records requested by a third-party in connection with a patient’s application for health and/or life insurance. HealthPort further asserts that any payments by the Plaintiffs and the proposed class were consented to and made voluntarily with full knowledge of HealthPort’s charges and, therefore, any claims were barred by reason of “prior approval” or based upon the “voluntary payment doctrine.”

Whether Plaintiffs or HealthPort will ultimately prevail in this Lawsuit remains uncertain. The Trial Court has preliminarily approved this Lawsuit to proceed as a class action for settlement purposes only. If the settlement is not approved, the Trial Court will have to decide

whether this Lawsuit should be treated as a class action for the purpose of addressing the merits and trying the Lawsuit.

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of people who they believe have similar claims. All these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. In this case, the “Class Representative” or named Plaintiff is P.I.T Retrievals, LLC. This case is being presided over by Honorable Judge Alan D. Hertzberg of the Court of Common Pleas of Allegheny County, Pennsylvania.

4. Why is there a settlement?

Both sides believe their claims or defenses would have won in this Lawsuit. However, the Court has not decided in favor of Plaintiff or Defendant. Instead, both sides have agreed to a settlement. That way, Defendant and the Settlement Class Members avoid the risk, delay, and expense of continuing the Lawsuit, and the Settlement Class Members will be eligible to receive compensation. The Class Representative and Class Counsel think the settlement is best for all Settlement Class Members.

WHO IS A CLASS MEMBER?

5. How do I know if I am part of the settlement?

Judge Hertzberg decided that everyone who fits this description is a Class Member:

All patients, patient designees, and patient representatives that requested medical records from a Pennsylvania healthcare provider or facility in connection with patients’ applications for life and/or health insurance, referred to by HealthPort as “underwriting” requests, and who paid to HealthPort an amount in excess of the maximum basic, search and retrieval, and/or reproduction fees as set forth in 42 Pa.C.S. § 6152(a)(2)(i) of the Pennsylvania Medical Records Act and who were not charged in accordance with an agreed-upon rate, during the period of December 17, 2009 through [the date of the Settlement Agreement]. Excluded from the class are (a) any present or former counsel for Defendant in this Litigation; (b) the Court, the Court’s immediate family, and the Court staff; and (c) Class Counsel.

If you are a member of the Settlement Class, unless you exclude yourself from the Settlement Class, you will be deemed to be a “Settlement Class Member” and subject to the settlement.

6. What if I am not sure whether I am included?

If you are not sure whether you are included in the Class, or you have questions about the case, you may call the toll free number, 1-8_____, or visit www.HealthPortPITSettlementPA.com.

THE SETTLEMENT BENEFITS—WHAT YOU COULD RECEIVE

7. What can I receive from the settlement?

The proposed settlement provides that, for class members who submit a valid timely claim, the Claimant shall be entitled to receive an amount equal to 67.5% of the alleged overpayment of the invoiced amounts for basic fees, search and retrieval fees, and/or per page copying fees for each record request made, as determined by the Settlement Administrator. This is known as the Settlement Benefit. Defendant maintains records of the amount of basic fees, search and retrieval fees, and/or per page copying fees invoiced to and paid by each identified class member for each request. The aggregate Settlement Benefit is calculated based upon these records and is set forth on your Proof of Claim maintained on the settlement website which you can access using your Class Member ID (Notice I.D. + Pin). If you have questions about how the total Settlement Benefit available for you to claim was calculated, by using your Class Member ID you can login at the Settlement Website and review a list of the transactions (“Transaction List”) HealthPort attributes to record requests, payments you made, and the calculation of any alleged overpayment made by the Settlement Administrator. If you did not receive a Class Notice in the mail listing your Class Member ID, you should contact the Settlement Administrator.

Any payments will be made only if Judge Hertzberg approves the settlement as fair, reasonable, and adequate.

HOW YOU RECEIVE A PAYMENT—SUBMITTING A CLAIM FORM

8. How can I receive a payment?

To receive a payment, you need to complete and submit a Proof of Claim to the Settlement Administrator. For all Class Members, the Proof of Claim form is available on the settlement website at www.HealthportPITSettlementPA.com. You can use your unique Class Member ID to access your Proof of Claim and view a list of applicable medical record transactions you made with HealthPort.

The Proof of Claim available on the settlement website lists each applicable medical record request transaction you made to HealthPort according to HealthPort’s records as now maintained by Datavant, including the: Invoice Number for the Record Request(s) HealthPort associates as being made and paid for by a Class Member, the date HealthPort issued an invoice for payment, the identity of the person whose records were the subject of the Record Request, the identity of

the healthcare provider the Record Request was made to, the amount of payment the HealthPort's records indicates was made to HealthPort, and the amount of the Settlement Benefit being made available by the Settlement for each Record Request payment attributable to a Settlement Class Member.

You need to submit a Proof of Claim to receive a payment under the settlement. Settlement Class Members who timely submit a properly completed and signed Proof of Claim will be eligible to receive the monetary relief provided by this Settlement.

Your completed Proof of Claim must be received via the settlement website no later than ____, 2026.

9. When would I receive my payment?

The Court will hold a hearing on **Month 00, 0000**, to decide whether to approve the settlement. If Judge Hertzberg approves the settlement, there may be appeals after that. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

10. What am I giving up to receive a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against HealthPort about the issues that were or could have been raised in *this* case. It also means that all of the Court's orders will apply to you and legally bind you, including the Release of Claims described in detail in the Settlement Agreement. This Release of Claims provision describes exactly the legal claims that you give up if this settlement is approved and you do not exclude yourself.

If you want to keep the right to sue or continue to sue HealthPort on your own about the legal issues that were or could have been raised in this case, then you must take steps to opt out. This is called excluding yourself from – or opting out of – the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the settlement?

To exclude yourself from the Settlement Class, also known as opting out or “opt out,” you must make your request in writing. A request for exclusion must contain the following: (1) a prominent identifying reference to the case as follows: “*P.I.T. Retrievals, LLC v. HealthPort Technologies, LLC*, GD-13-023729”; (2) the Notice ID No. listed on the mail notice (3) identification of whether you make the request for exclusion as a Settlement Class Member; (4) your name; (5) your address; (6) your telephone number; (7) an expression of your desire to opt out or be excluded from the Settlement Class; and (8) your signature or the signature of an authorized representative. A separate request for exclusion must be submitted for each

Settlement Class Member who wants to be excluded from the settlement.

Your written request for exclusion must be sent by First Class Mail, postage prepaid, and received no later than _____, 20XX, and must be addressed to the Court-appointed Settlement Administrator as follows:

Exclusion Requests – *P.I.T. Retrievals v. HealthPort Technologies, LLC*,

Settlement Administrator

[Address]

Please note, only requests that are timely received by the Settlement Administrator, regardless of the postmark date of the submission of a request for exclusion, will be deemed valid requests for exclusion.

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not receive any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this Lawsuit. You may be able to sue (or continue to sue) HealthPort about the issues raised in this case in the future. Please note, any request for exclusion, which must exclusively be made by mail, should be made as soon as possible to ensure the request for exclusion is timely received by the Settlement Administrator regardless of post mark date.

12. If I don't exclude myself, can I sue HealthPort or Datavant for the same thing later?

No. Unless you exclude yourself, you give up the right to sue HealthPort for the claims this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is **Month 00, 0000**.

13. If I exclude myself, can I receive money from this settlement?

No. If you exclude yourself, you will not receive any money. But you may sue, continue to sue, or be part of a different lawsuit against HealthPort.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court appointed the below attorney to represent you and other Class Members. The lawyer is called Class Counsel or Lead Counsel. You will not be charged for this lawyer.

Edward I. Levicoff, Esquire

Levicoff Law Firm, P.C.
4 PPG Place, Suite 200
Pittsburgh, PA 15222
(412) 434-5200

If you want to pursue the claims on your own, you should consider hiring your own lawyer and excluding yourself from this class action to pursue such claims on an individual basis in a separate lawsuit.

15. How will the lawyers be paid?

You will not be charged for the services of Class Counsel. As part of the consideration provided to you and the other Settlement Class Members, Datavant will pay Class Counsel's fees, costs, and expenses separate and apart from the Settlement Relief being made available to Settlement Class Members.

Class Counsel will ask the Court to approve payment in the amount of no more than \$65,906.80 to him for attorneys' fees and costs. Class Counsel will also ask the Court to approve a payment of \$2,500 to P.I.T. Retrievals, LLC for its service as Class Representative. The fees and payment would pay Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, as well as negotiating the settlement and monitoring your rights during approval and administration of the settlement. The attorneys' fees, costs, and expenses will not come out of the funds for payments to Settlement Class Members. The Court may award less than the amount requested.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the settlement?

You may remain a member of the Settlement Class and object to the settlement. If you do not exclude yourself from the Settlement Class, you may object to any aspect of the proposed settlement, including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed settlement, the adequacy of the representation by the Class Representatives or by Class Counsel, or the request of Class Counsel for fees, costs, and expenses and the award to the Class Representative. Each objection must be in writing and include: (1) a heading stating "Notice of Intention to Object" or a statement or heading of similar nature that includes the word "Object" or "Objection" (2) a prominent identifying reference to the case as follows "*P.I.T. Retrievals, LLC v. HealthPort Technologies, LLC*, GD-13-023729"; (3) the Notice ID No. listed on the mail notice; (4) identification of whether you make the objection as a Settlement Class Member, or in another capacity; (5) your name; (6) your address; (7) your telephone number; (8) a statement of each objection being made; (9) state whether the objection applies to the objector, a subset of the class or the entire class (10) a statement indicating whether you intend to appear at the Fairness Hearing; and (11) a list of witnesses whom you may call by live testimony and copies of any documents or papers that you plan to submit.

Furthermore, if you are represented by a lawyer for purposes of objecting to the proposed settlement, your lawyer must enter a written Notice of Appearance of Counsel with the Department of Court Records no later than XXXX, XX, 2026 and your lawyer shall identify the full caption and case number of each previous putative class action case or class action case in which that counsel has represented a person in the case as an objector.

You must mail your objection for filing with the Allegheny County Department of Court Records Civil/Family Division, City-County Building, 414 Grant Street, First Floor, Pittsburgh, Pa. 15219-2469 and send copies by First Class Mail, postage prepaid, to Class Counsel and counsel for HealthPort so that it is received by _____, 20XX as follows:

THE COURT	CLASS COUNSEL	COUNSEL FOR HEALTHPORT
In-person or Mail Filings Department of Court Records – Civil Division City-County Building, 1st Floor 414 Grant Street Pittsburgh, PA 15219 Electronic Filing https://dcr.alleghenycounty.us/	Edward I. Levicoff, Esquire Levicoff Law Firm, P.C. 4 PPG Place, Suite 200 Pittsburgh, PA 15222	Leland Schermer, Esquire Matthew B. Simon, Esquire Marcus & Shapira LLP 301 Grant Street, 35th Floor One Oxford Centre Pittsburgh, Pennsylvania 15219-6401

Please note, only objections that are timely filed with the Court and Class Counsel and Counsel for HealthPort may be deemed valid objections.

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court at the Fairness Hearing or to otherwise contest the approval of the proposed settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement.

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class, and you will be bound as a Settlement Class Member if the Court approves the settlement despite any objections. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at __: __ a.m./p.m. on _____, 20XX, in room _____ at the City County Bldg., 414 Grant Street, Pittsburgh, PA 15529. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Persons who have followed the procedures described may appear at the hearing to be heard by the Court. The Court may also decide whether to approve Class Counsel's fees, costs, and expenses and the award to the Class Representative. After the hearing, the Court will decide whether to approve the settlement. It is not known how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come to the hearing at your own expense. If you send a timely and proper objection, the Court will consider it whether or not you attend the hearing. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must notify the Court and parties in writing. If you are objecting to the proposed settlement and intend to speak at the Fairness Hearing, please ensure you comply with the requirements under section 16 of this notice.

To speak at the Fairness Hearing you must file a Notice of Intention to Appear with the Department of Court Records and mail copies to Class Counsel and counsel for HealthPort. The Notice of Intention to appear must in writing include: (1) a heading stating "Notice of Intent to Appear" or a statement or heading of similar nature that includes the word "Appear" or "Appearance" (2) a prominent identifying reference to the case as follows: "*P.I.T. Retrievals, LLC v. HealthPort Technologies, LLC*"; (3) your full name, address, telephone number, and signature; and (4) if counsel will appear on your behalf, the counsel's full name, address, telephone number, and bar identification number.

Furthermore, if you are represented by a lawyer, your lawyer must enter a written Notice of Appearance of Counsel with the Department of Court Records no later than XXXX, XX, 2026.

You must file your Notice of Intent to Appear with the Court, and send copies by First Class Mail, postage prepaid, to Class Counsel and counsel for HealthPort, at the addresses provided for submitting objections in section 16 of this Notice, so that it is received by _____, 2026. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive anything from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or continue with a lawsuit against HealthPort about the legal issues that were or could have been raised in this case. It also means that all the Court's orders will apply to you and legally bind you, including the Release of Claims described in detail in the Settlement Agreement. This Release of Claims provision describes exactly the legal claims that you give up if this settlement is approved and you do not exclude yourself.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the Lawsuit. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.HealthportPITSettlementPA.com.

24. How do I get more information?

You can call 1-_____ toll free or visit the website at www.HealthportSettlementPA.com where you will find answers to common questions about the settlement, plus other information to help you determine whether you are a Class Member, and whether you are eligible for a payment.

Date: **Month 00, 0000.**

**DO NOT CALL THE COURT. DO NOT CALL OR SEND CORRESPONDENCE TO
JUDGE HERTZBERG OR HIS STAFF.**

EXHIBIT

B

Notice ID:

PIN:

Class Member's Name:

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

P.I.T. Retrievals, LLC v. HealthPort Technologies, LLC, GD-13-023729

(Court of Common Pleas of Allegheny County, Pennsylvania)

HealthPort's Records Indicate You May Be Entitled to a Payment from a Class Action Settlement.

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

This Notice is to inform you that a settlement has been reached in a class action lawsuit against HealthPort Technologies, LLC (now known as Datavant, LLC). This lawsuit claims that HealthPort (before it became known as Datavant) failed to comply with the Pennsylvania Medical Records Act (MRA). The claims are that HealthPort overcharged persons, including businesses, that paid for copies of medical records requested from Pennsylvania Hospitals and Healthcare Providers in connection with patients' applications for health and/or life insurance. The claims say that HealthPort is liable to Plaintiff and a proposed class for money damages for the alleged overpayments. The Defendant denies that it violated any law or overcharged any individual or entities but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? You are receiving this Notice because you have been identified from the records of HealthPort (now maintained by Datavant) as a person, lawyer, law firm, or business who requested and paid HealthPort for copies of certain medical records kept and maintained by a Pennsylvania Hospital or Healthcare Provider. You have rights under the proposed class action settlement if you are a member of the following group:

All patients, patient designees, and patient representatives that requested medical records from a Pennsylvania healthcare provider or facility in connection with patients' applications for life and/or health insurance, referred to by HealthPort as "underwriting" requests, and who paid to HealthPort an amount in excess of the maximum basic, search and retrieval, and/or reproduction fees as set forth in 42 Pa.C.S. § 6152(a)(2)(i) of the Pennsylvania Medical Records Act and who were not charged in accordance with an agreed-upon rate, during the period of December 17, 2009 through [Date of Settlement Agreement].

What Can I Get? The proposed settlement provides that, for class members who submit a valid timely claim, the class member shall be paid an amount equal to 67.5% of the amounts paid in excess of the statutory rate set forth in the Medical Records Act to HealthPort for basic fees, search and retrieval fees, and/or per page copying fees for each medical record request associated with the identified class member. This is known as the Settlement Benefit. Defendant maintains records

of the fees invoiced to and paid by each identified class member. The aggregate Settlement Benefit as calculated based upon these records is set forth on your Proof of Claim maintained on the settlement website which you can access using your Class Member ID (Notice I.D. + Pin) set forth above. If your Proof of Claim is approved, you will be paid the Settlement Benefit. If you have questions about how the total Settlement Benefit available for you to claim was calculated, by using your Class Member ID you can login at the Settlement Website and review a list of the transactions (“Transaction List”) HealthPort attributes to record requests and payments you made.

If approved by the Court, the Defendant will pay all valid claims submitted by the Settlement Class, together with the cost to administer the settlement, the cost to inform people about the settlement, attorneys’ fees, costs, and expenses, and a service award to the Class Representative. Your Settlement Benefit will not change based on these costs.

If you paid for the medical records copying request but were reimbursed for that payment by someone else, you should consider whether any Settlement Benefits are required to be paid to the person or entity who reimbursed you. **Attorneys who were reimbursed by their client(s) may have an ethical obligation to hold Settlement Benefits in their client trust account and return the funds to their client(s).**

How Do I Get a Payment? You must submit a timely and complete Proof of Claim that is received by the Settlement Administrator no later than _____. You can **ONLY** do this by submitting a claim on the settlement website, located at www.HealthportPITSettlementPA.com (the “Settlement Website”). You can submit a claim on the website using the Class Member ID (Notice I.D. + Pin) located above to access your account on the Settlement Website. Your payment will come by check unless you elect to receive payment electronically on your Proof of Claim. Only one claim may be submitted per Class Member ID.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator, which must be received no later than _____. If you exclude yourself, you cannot get a Settlement Benefit, but you keep any rights you may have to sue the Defendants over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than _____. Specific instructions about how to object to, or exclude yourself from (or “opt out” of), the settlement are available on the Settlement Website. If you file a claim or do nothing, and the Court approves the settlement, you will be bound by all of the Court’s orders and judgments. In addition, all of your claims relating to the Defendants’ alleged acts and/or omissions will be released.

Who Represents Me? The Court has appointed the following lawyers to represent the Settlement Class: Edward I. Levicoff, Esq., and the Levicoff Law Firm, P.C. These attorneys are called Class Counsel. You will not be charged for Class Counsel. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____ on _____. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and reimbursement of costs

and expenses; and decide whether to award the Class Representative a service award of up to \$2,500 from HealthPort for its service in helping to bring and settle this case. Class Counsel may request reasonable attorneys' fees and costs in an amount of \$65,906.80 to be paid by HealthPort but the Court may award less than this amount. Neither will affect the amount of your Settlement Benefit.

How Do I Get More Information? For more information, including the full Notice, Proof of Claim, and the operative settlement, you can call 1-_____ toll free or visit the website at www.HealthportPITSettlementPA.com.

EXHIBIT
2

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

P.I.T. RETRIEVALS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-13-023729

vs.

HEALTHPORT TECHNOLOGIES, LLC,

Defendant.

**DECLARATION OF EDWARD I. LEVICOFF IN SUPPORT OF THE CONSENT
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND
CLASS NOTICE**

I, Edward I. Levicoff, Esq., hereby declare as follows:

1. I am a current partner and Vice President at the Levicoff Law Firm, P.C.
2. We have at all times served as the Plaintiff's counsel in the above-captioned case.
3. I graduated with an undergraduate degree from Northwestern University in 2002.
4. I graduated with a juris doctor degree from the University of Pittsburgh School of Law in 2005, with a cum laude distinction.
5. I have been a member in good standing of the bars of the Commonwealth of Pennsylvania since 2005 and the State of West Virginia since 2014.
6. I am admitted to practice before the United States Supreme Court, as well as the Third, Fourth, and Federal Circuit Courts of Appeal.
7. I am also admitted to practice in the United States District Courts for the Eastern and Western Districts of Pennsylvania, the Northern and Southern Districts of West Virginia, and the Eastern District of Wisconsin.
8. I am also admitted to practice before the United States Court of Federal Claims.

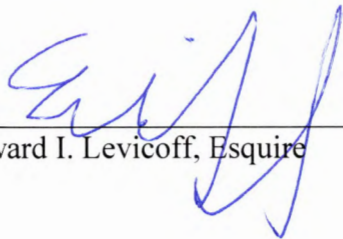
9. Since 2005 I have been a practicing attorney employed by the Levicoff Law Firm, P.C. or its predecessors.

10. I and our law firm served as defense counsel in Wayne M. Chiurazzi Law Inc. v. Duplications Inc., GD-10-004369, a putative class action lawsuit filed in the Allegheny County Court of Common Pleas alleging that persons in Pennsylvania or their agents were overcharged in obtaining copies of their medical records by medical record reproduction companies under the Pennsylvania Medical Records Act.

11. Our law firm has also participated as counsel in numerous other class action lawsuits, including but not limited to Bonds v. GMS Mine Repair and Maintenance, Inc., C.A. No. 2:13-CV-01217 (W.D. Pa.), McGraw, et al. v. Chancellor Sr. Mgmt., Ltd., 16-C-698-D (Raleigh County, West Virginia), Williams, et al. v. Dan Ryan Builders, et al., CC-17-2009-C-57 (Harrison County, West Virginia), McCullough v. Stryker Orthopedics, et al., GD-09-010725 (Allegheny County, Pennsylvania).

12. I verify that the statements in this Declaration are true and correct to the best of my knowledge, information, and belief; that the statements in this Declaration are made from firsthand personal knowledge except where indicated otherwise; and that the statements in this Declaration are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, and subject to penalty of perjury.

Dated: August 20, 2026

By: 
Edward I. Levicoff, Esquire

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

P.I.T. RETRIEVALS, LLC,

Plaintiff,

vs.

HEALTHPORT TECHNOLOGIES, LLC,

Defendant.

CIVIL DIVISION

CASE NO. GD-13-023729

**MEMORANDUM OF LAW IN SUPPORT
OF CONSENT MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND CLASS
NOTICE**

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

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JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

P.I.T. RETRIEVALS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-13-023729

vs.

HEALTHPORT TECHNOLOGIES, LLC,

Defendant.

**MEMORANDUM OF LAW IN SUPPORT OF CONSENT MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CLASS
NOTICE**

I. INTRODUCTION

The parties hereby seek preliminary approval of a settlement they have reached resolving this class action suit. The proposed Class Settlement Agreement and Release (“Settlement Agreement”) readily satisfies each of the factors that a court must consider in making the preliminary approval determination.¹ First, the Settlement Agreement provides for claims-made payments to defined “Settlement Class Members” based upon damage amounts that such persons could potentially receive were the action to proceed to a trial on the merits. The Settlement Agreement defines “Settlement Class Members” as:

All patients, patient designees, and patient representatives that requested medical records from a Pennsylvania healthcare provider or facility in connection with patients’ applications for life and/or health insurance, referred to by HealthPort as “underwriting” requests, and who paid to HealthPort an amount in excess of the maximum basic, search and retrieval, and/or reproduction fees as set forth in 42 Pa.C.S. § 6152(a)(2)(i) of the Pennsylvania Medical Records Act and who were not charged in accordance with an agreed-upon rate, during the period of December 17, 2009 through July 23, 2026. Excluded from the class are (a) any present or former counsel for Defendant in this Litigation; (b) the Court, the Courts immediate family,

¹ A copy of the Settlement Agreement is attached to the Consent Motion as Exhibit “1”. The proposed Order of Preliminary Approval is attached to the Consent Motion. The proposed Order establishes certain dates and the method for the mailing of notice to the Settlement Class, the procedure and timing for administration and filing of objections (if any) to the Settlement, and the process for requests for exclusion by members of the Settlement Class. The proposed Class Notices are attached as Exhibits “A” and “B” to the Settlement Agreement.

and the Court staff; and (c) Class Counsel.

See Settlement Agreement § 1.1. For those Settlement Class Members who submit a valid Proof of Claim by completing a basic claim form, each Claimant will have the opportunity to recover an amount equal to 67.5% of the Claimant's alleged overpayment for an applicable medical records request. Importantly, these settlement benefits will not be diminished by, and are exclusive of, the costs of: (1) class action notice, (2) settlement administration, and (3) Plaintiff's Counsel's attorneys' fees and costs, all of which will be paid separately by Defendant in accordance with the provisions of the Settlement Agreement. Thus, the costs of notice, administration and attorneys' fees and costs are properly considered additional settlement benefits in addition to the amounts described above.

In addition, the record demonstrates that this Settlement was the product of arm's length negotiation. Also, the settlement occurred after discovery was undertaken to determine, *inter alia*: (1) the scope of the proposed class, (2) the Defendant HealthPort's profitability during the Class Period, and (3) the nature and scope of Plaintiff's and the class claims and potential defenses.² Finally, the record establishes that the Plaintiff's counsel has a relevant background in class action litigation relating to the subject matter of this litigation and is adequate as class counsel.³ The parties request that the Court grant preliminary approval.

II. STANDARDS FOR PRELIMINARY APPROVAL

A trial court's approval of a class action settlement involves a multi-step process. Brophy v. Philadelphia Gas Works & Philadelphia Facilities Mgmt. Corp., 921 A.2d 80, 88 (Pa. Commw. Ct. 2007). Initially, the court must make a preliminary determination of the settlement's fairness.

² "HealthPort" refers to the Defendant in this action.

³ The class action background of Plaintiff's Counsel is set forth in the Declaration of Edward I. Levicoff accompanying the Motion For Preliminary Approval.

Id. Once this determination is made, then notice is directed to the class, after which the court then must hold a hearing and consider whether to grant final approval to the proposed settlement. Id.; 4 NEWBERG ON CLASS ACTIONS § 13:39 (5th ed. 2011 & Supp. 2018); see also MANUAL FOR COMPLEX LITIGATION (FOURTH), § 21.632 (2004).

Neither the Pennsylvania Supreme Court nor the Pennsylvania Rules of Civil Procedure have definitively set forth the legal standard that applies to a court’s “preliminary” determination that a proposed settlement is fair and reasonable. Pennsylvania Rule of Civil Procedure 1714(a) provides that “No class action shall be compromised, settled or discontinued without the approval of the court after hearing.” Pa. R.C.P. No 1714. The Explanatory Comment to Rule 1714 states that the rule is intended to incorporate the provisions of Federal Rule of Civil Procedure 23(e). The Commonwealth Court in Brophy, *supra* made reference to and applied the federal standard for preliminary approval in the course of determining that a trial court’s preliminary approval order is not a final and appealable order. Brophy, *supra* at 88. Accordingly, it appears that courts in Pennsylvania should apply the federal legal standard applicable to the preliminary approval determination.

The federal legal standard for preliminary approval of a class settlement is two-fold. First, the Court must determine whether a settlement class may be conditionally certified for settlement purposes. See Amchem Products, Inc. v. Windsor, 521 U.S. 591, 620 (1977) (trial court may disregard management issues in certifying a settlement class, but the proposed class must still satisfy the other requirements of Rule 23). While a settlement class must satisfy each of the requirements of Rule 23(a) and 23(b)(3), the fact of settlement is relevant to a determination of whether the proposed Class meets the requirement imposed by the Rule. In re Prudential Ins. Co. of America Sales Litigation, 148 F.3d 283, 308-09 (3d Cir. 1998). In this context, some courts

make only a preliminary determination that the proposed claims satisfy the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b). MANUAL FOR COMPLEX LITIGATION (FOURTH), § 21.632. Accordingly, the first step in the preliminary approval analysis would be whether the proposed Settlement Class meets the legal requirements for determining class certification as set forth in Pa. R. Civ. P. 1702, 1708 and 1709.

Second, the Court must examine the proposed settlement to determine whether it appears fair and reasonable. MANUAL FOR COMPLEX LITIGATION (FOURTH), §21.632. The Hon. Judge Brody explained this standard in In re Nat'l Football League Players' Concussion Injury Litig., as follows:

At the preliminary approval stage, the bar to meet the “fair, reasonable and adequate” standard is lowered, and the court is required to determine whether “the proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorneys, and whether it appears to fall within the range of possible approval.”

In re Nat'l Football League Players' Concussion Injury Litig., 961 F. Supp. 2d 708, 714 (E.D. Pa. 2014); see also Brophy, *supra* at 88.

To determine whether a settlement “falls within the range of possible approval,” a court must “consider plaintiffs’ expected recovery balanced against the value of the settlement offer.” Id. As the Third Circuit explained, an initial presumption of fairness is established when the court finds that: (1) the parties’ negotiations occurred at arm’s length; (2) there was sufficient discovery; and (3) the proponents of the settlement are experienced in similar litigations. In re General Motors Corp. Pick-Up Truck Fuel Tank Products Liab. Litig., 55 F.3d 768, 785 (3d Cir. 1995). This examination is generally “made on the basis of information already known, supplemented as necessary by briefs, motions, or informal presentations by parties.” In re Nat'l Football League, *supra* at 714 (*citing* 4 NEWBERG ON CLASS ACTIONS § 11:25 (4th ed. 2002)). See also Bernhard v.

TD Bank, N.A., 2009 U.S. Dist. LEXIS 92308, at *4 (D.N.J. 2009) (*citing In re: Nasdaq Market-Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997)); Smith v. Prof'l Billing & Mgmt. Servs., 2007 U.S. Dist. LEXIS 86189 (D.N.J. 2007); 4 NEWBERG ON CLASS ACTIONS § 13:39 (5th ed. 2011 and Supp. 2018).

The approval of a proposed settlement of a class action is a matter within the broad discretion of the trial court. Of course, settlements of class actions are favored in the law. See In re General Motors Truck Litigation, *supra* at 784. The question of whether a proposed settlement is fair, reasonable and adequate necessarily requires a judgment and evaluation by the attorneys for the parties based upon a comparison of “the terms of the compromise with the likely rewards of litigation.” Weinberger v. Kendrick, 698 F.2d 61, 73 (2d Cir. 1982); In re Nat'l Football League, *supra* at 714; Collier v. Montgomery County, 192 F.R.D. 176, 184 (E.D. Pa. 2000) (citing factors established in Girsh v. Jepson, 521 F.2d 153 (3d Cir. 1975)). Therefore, many courts recognize that the opinion of experienced counsel supporting the settlement is entitled to considerable weight.

In addition to being substantively reasonable in relation to the risks and likely rewards of litigation, the proposed settlement must be “the result of good faith, arm’s length negotiations.” Collier, *supra* at 184 (*quoting Fisher Bros. v. Cambridge-Lee Indus., Inc.*, 630 F. Supp. 482, 487 (E.D. Pa. 1985)). In evaluating this requirement, courts proceed as follows:

If the proposed settlement appears to be the product of serious informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to Class Representatives or segments of the Class, and falls within the range of possible approval, then the court should direct that notice be given to the Class Members of a formal fairness hearing, at which evidence may be presented in support of and in opposition to the settlement.

Id. at 185. A finding that these factors are present establishes an initial presumption of fairness.

Id.; see also In re General Motors, *supra* at 785-86. Here, the proposed Settlement meets these

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standards.

III. THE PROPOSED SETTLEMENT SATISFIES THE STANDARDS FOR PRELIMINARY APPROVAL

The following analysis demonstrates that the class claims satisfy certification requirements and that the proposed Settlement meets the preliminary approval standard in providing for a fair and reasonable resolution.

A. The Course Of Proceedings And Procedural History

Between 2009 and 2011, a series of seven separate class action lawsuits were filed in this Court against various medical records reproduction companies, on the basis that the Pennsylvania Medical Records Act (the “Act”) restricted such companies from charging in excess of their actual costs for the search, retrieval, reproduction, and transmittal of medical records. Those seven class actions were filed at Case Nos. GD-09-012923, GD-09-12911, GD-09-012919, GD-09-012922, GD-09-014785, GD-10-004369, and GD-11-011194. Those seven class actions were all coordinated together for concurrent adjudication, though the cases were never consolidated. One of those coordinated class actions, Case No. GD-09-012923, was filed against HealthPort. Issues attendant to those seven cases were appealed on an interlocutory basis and ultimately returned to the trial court, whereupon they were litigated for a period of many years. HealthPort has changed its name and corporate form since the inception of those cases, but the case against HealthPort remains pending to this day.⁴

In the meantime while those seven coordinated class actions against HealthPort and other Defendants were traversing their way through this Court, in December 2013 the named Plaintiff in this case filed this separate class action alleging that HealthPort had violated the Act by charging

⁴ Case No. GD-09-012923, generally.
(L0908703.1)

amounts in excess of the statutory ceiling established by the Act.⁵ That alleged a different, albeit similar, theory of liability to the cause of action articulated in the prior consolidated class actions. HealthPort filed preliminary objections in February 2014.⁶ Those preliminary objections were overruled on June 26, 2014.⁷ On December 15, 2014, HealthPort filed an Answer and New Matter.⁸ The named Plaintiff filed preliminary objections to the New Matter.⁹ Those preliminary objections were overruled in April 2015.¹⁰ The pleadings closed on April 23, 2015,¹¹ and the Plaintiff immediately served HealthPort with a First Set of Interrogatories and Request for Production.

HealthPort responded to that First Set of Discovery on September 23, 2015. HealthPort's responses contained objections, largely on the basis that there were pending issues to be decided by the Court in the coordinated class actions that had been first-filed before the instant case, and that those issues should run their course in the coordinated class actions first before discovery proceeded apace in the instant lawsuit. Subsequent correspondence amongst parties' counsel established an agreement that the first-filed coordinated class actions including the prior case against HealthPort would proceed and flesh themselves out first, and then at that point in time the parties would see whether and to what extent there was anything left to be adjudicated *vis-à-vis* the Plaintiff's instant case.¹² Because the prior coordinated class actions remained pending for many years, the Plaintiff's instant action remained idle.

⁵ See December 17, 2013 Complaint in Action No. GD-13-023729.

⁶ See February 14, 2014 Preliminary Objections in Action No. GD-13-023729.

⁷ See June 26, 2014 Order in Action No. GD-13-023729.

⁸ See December 15, 2014 Answer and New Matter in Action No. GD-13-023729.

⁹ See February 4, 2015 Preliminary Objections in Action No. GD-13-023729.

¹⁰ See April 8, 2015 Order in Action No. GD-13-023729.

¹¹ See April 23, 2015 Reply to New Matter in Action No. GD-13-023729.

¹² See Plaintiff's Brief in Opposition to Defendant's Motion for *Non Pros* Judgment (hereinafter "Brief in Opposition"), pp. _____.
(198785.1)

In or about the Summer of 2025, the Court issued a September 8, 2025 Order mandating that the parties to this case appear for an October 14, 2025 Status Conference pursuant to Pa.R.Civ.P. 230.2(h).¹³ Following the Conference, the Court issued an Order placing the case on the November 2027 Trial List, and notating this case a “Class Action”.¹⁴

Following receipt of that Order placing this case on a trial list, the Plaintiff’s undersigned counsel prepared and served a Second Set of Interrogatories and Request for Production on December 18, 2025.¹⁵ HealthPort filed a motion seeking a judgment of *non pros* against the Plaintiff.¹⁶ The Court denied that motion.¹⁷ Thereafter, on March 25, 2026, HealthPort responded to both of the Plaintiff’s sets of discovery requests with substantive responses, including the production of several thousand pages worth of documents. Following that document production, the parties commenced settlement dialogue.

B. The Settlement Negotiations

There are numerous complicated factual and legal issues remaining in this Litigation including, but not limited to, the Defendant’s various defenses and the applicability of the “voluntary payment doctrine”. In light of these (and other) issues and the cost, risk, and uncertainty of further litigation, the parties entered into settlement negotiations on or about April 15, 2026, seeking to fully, finally and forever resolve this dispute. After nearly three months of back-and-forth negotiations, the parties agreed upon the principal terms of a class action settlement and executed a Settlement Agreement on July 23, 2026.

C. The Material Provisions Of The Settlement Agreement

i. Payment to Each Eligible Claimant

¹³ See Brief in Opposition, Exhibit “J” thereto.

¹⁴ See Brief in Opposition, Exhibit “K” thereto.

¹⁵ See Brief in Opposition, Exhibits “L” and “M” thereto.

¹⁶ See Defendant’s Motion for Judgment of *Non Pros* and Protective Order, generally.

¹⁷ See February 23, 2026 Order Denying Defendant’s Motion.

HealthPort has agreed to pay properly submitted claims up to an aggregate limit of \$197,720.39 (the “Claims Amount”), including the Class Representative service award referenced below. For each valid claim submitted by a Claimant, the Claimant shall be entitled to receive an amount equal to 67.5% of the Claimant’s alleged overpayment. All valid claims are subject to the Claims Amount. Valid claims made and the service award will be paid up to a maximum cap of \$197,720.39. If valid claims made and the service award do not reach the \$197,720.39 cap, then HealthPort will pay only the amount of valid claims plus the service award. If the total amount of valid claims exceed the Claims Amount, then valid claims shall be paid and will reduced on a pro rata basis. Under no circumstance will HealthPort pay for valid claims made and the service award in excess of \$197,720.39. Each Claimant must affirmatively state in writing through a notice and claims process administered by the Settlement Administrator that they have a valid claim.

ii. Costs of Notice

The Parties have estimated that Notice and Administration Expenses will be less than fifteen thousand nine hundred dollars (\$15,900), in addition to any expense incurred in creating the initial Settlement Class list. See Settlement Agreement § 8.4. The Parties have agreed that the Defendant shall pay this amount of Notice and Administration Expenses without objection. The cost of notice and settlement administration are properly considered part of the value of a settlement. See, e.g., Staton v. Boeing, 327 F.3d 938, 974-975 (9th Cir. 2003).

iii. Attorneys’ Fees and Costs

Defendant has agreed to separately pay Plaintiff’s Counsel their reasonable attorneys’ fees, costs and expenses in the amount of no more than \$65,906.80, subject to court approval. See Settlement Agreement § 8.1.1. This payment will not reduce or affect the monetary claim of each Settlement Class Member. The Settlement is not contingent on Court approval of these payments.

See Settlement Agreement § 8.1.3.

iv. Class Notice

The Notice to be sent to each individual Settlement Class member, a true and correct copy of which is attached to the Settlement Agreement as Exhibit “B”, is sufficient to inform Settlement Class Members regarding: (a) the formation of the Settlement Class; (b) the Class definition; (c) the terms of the proposed Settlement; (d) the proposed request for an award of attorneys’ fees and expenses to counsel; (e) the proposed individual service award to the Representative Plaintiff; (f) Settlement Class Members’ right to opt out of the Settlement Class and thereby not participate in the proposed Settlement; (g) Settlement Class Members’ right to object to the proposed Settlement; (h) the time and date of the Final Approval Hearing; and, (i) Settlement Class Members’ right to appear at the Final Approval Hearing in favor of or in opposition to the proposed Settlement. The Notice is clear in content and provides Settlement Class Members with sufficient information to make an intelligent decision as to whether to remain in the Settlement Class, opt out of the Settlement Class, or object to any aspect of the proposed Settlement.

v. Class Representative Service Award

The Class Representative, P.I.T. Retrievals, LLC, will apply for an incentive award of \$2,500.00, as the Class Representative, to compensate it appropriately for its efforts in prosecuting this case including retaining counsel, assisting in discovery, and keeping abreast of the Litigation. The award is subject to court approval. Defendant agrees that the named Plaintiff is entitled to the incentive award pursuant to § 8.3 of the Settlement Agreement.

vi. Defendant’s Denial of Liability; Certification for Settlement

HealthPort has asserted and continues to assert many defenses in this Litigation and has expressly denied and continues to deny any fault, wrongdoing or liability whatsoever arising out

of the conduct alleged in the Litigation. HealthPort expressly denies any fault, wrongdoing or liability whatsoever, as well as the validity of each of the claims and prayers for relief asserted in the Litigation. See Settlement Agreement § 2.1. Further, pursuant to § 2.2 of the Settlement Agreement, Defendant stipulates that a Settlement Class should be certified for settlement purposes only. Other than for purposes of the Settlement, under § 2.2 of the Settlement Agreement, Defendant denies that a litigation class could be properly certified.

IV. THE PROPOSED SETTLEMENT SATISFIES THE REQUIREMENTS FOR CLASS CERTIFICATION

A. The General Legal Standards For Determining Class Certification

The legal requirements for determining class certification are set forth in Pa. R.C.P. 1702, 1708 and 1709. Rule 1702 sets forth the five prerequisites that must be established.¹⁸ One of these prerequisites mandates that a class action provide for a “fair and efficient method of adjudication of the controversy.” Pa. R.C.P. 1702(5). Rule 1708 defines the criteria for determining this particular requirement. Another of the Rule 1702 prerequisites mandates that the representatives will fairly and adequately assert and protect the interests of the class. Pa. R. Civ. P. 1702(4). Rule 1709 defines the criteria for determining this requirement. Pa. R.C.P. 1709. Therefore, the determination of class certification requires application of Rules 1702, 1708 and 1709; see also,

¹⁸ Rule 1702 provides that:

One or more members of a class may sue or be sued as representative parties on behalf of all members in a class action only if:

- (1) the class is so numerous that joinder of all members is impracticable;
- (2) there are questions of law or fact common to the class;
- (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class;
- (4) the representative parties will fairly and adequately assert and protect the interests of the class under the criteria set forth in Rule 1709;
- (5) a class action provides a fair and efficient method for adjudication of the controversy under the criteria set forth in Rule 1708.

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Samuel-Bassett v. Kia Motors Am., Inc., 34 A.3d 1, 15 (Pa. 2011).

B. The Requirements of Pa. R.C.P. 1702 Are Fully Satisfied

i. Numerosity Is Satisfied Because Joinder Is Impracticable

The numerosity inquiry is two-fold. First, a proposed class must be sufficiently large such that joinder of all class members would be impracticable. Second, the class must be objectively defined so that members of the class are “identifiable.” The proposed class defined above, which consists of approximately 2,056 persons/entities, is sufficiently large to justify class treatment and the members of the class are readily identifiable from HealthPort’s records.

A class is sufficiently numerous when “the number of potential individual plaintiffs would pose a grave imposition on the resources of the court and an unnecessary drain on the energies and resources of the litigants should plaintiffs sue individually.” Baldassari v. Suburban Cable TV Co., Inc., 808 A.2d 184, 190 (Pa. Super. Ct. 2002) (*citing* Temple University v. Pa. Dept. of Public Welfare, 374 A.2d 991, 996 (Pa. Commw. Ct. 1977) (123 members sufficient); ABC Sewer Cleaning Co. v. Bell of Pa., 438 A.2d 616 (Pa. Super. Ct. 1981) (250 members sufficient); Ablin, Inc. v. Bell Tel. Co. of Pa., 435 A.2d 208 (Pa. Super. Ct. 1981) (204 plaintiffs sufficiently numerous)). A class proponent “need not plead or prove the number of class members so long as she is able to define the class with some precision and affords the court with sufficient indicia that more members exist than it would be practicable to join.” Janicik v. Prudential Ins. Co., 451 A.2d 451, 456 (Pa. Super. Ct. 1982).

To be identifiable, the class definition must be clear enough for the court to reasonably ascertain who the potential class members are. “When a class is narrowly and precisely drawn and there are still so many potential class members that joinder is impracticable or impossible, the class is sufficiently delineated to meet the numerosity requirement.” Weismer v. Beech-Nut Nutrition

Corp., 615 A.2d 428, 430 (Pa. Super. Ct. 1992).

The defined class of approximately 2,056 persons/entities is precisely and objectively defined. Indeed, all class members have already been identified. Joinder of this many persons would be impracticable. Numerosity is satisfied.

ii. Commonality Is Satisfied

Common questions exist within the meaning of Pa. R.C.P. 1702(2) “if the class members’ legal grievances arise out of the ‘same practice or course of conduct’ on the part of the class opponent.” Janicik, *supra* at 457. Thus, it is necessary to establish that “the facts [surrounding each plaintiff’s claim] must be substantially the same so that proof as to one claimant would be proof as to all.” Allegheny Cty. Hous. Auth. v. Berry, 487 A.2d 995, 997 (Pa. Super. Ct. 1985).

In certifying a class of persons who underwent blood testing for HIV and HCV in Haluska v. Forbes Reg’l Hosp., this Court recognized:

Each of the 235 patients has the same claim. Because of its negligence, the hospital could not guarantee that the patient will not experience future medical problems as a result of the procedure. Consequently, it is necessary for the patient to undergo testing recommended by the hospital and possibly to refrain from certain activities until the results of a first and repeat test are known.

...

...[I]n each case the patient sustains the same injury from the same negligent act.....

Haluska v. Forbes Regional Hospital, GD-05-009134 (Allegheny Ct. Common Pleas July 8, 2009) (Memorandum and Order of Court granting class certification at p. 3).

Here, likewise, the Representative and Class Plaintiffs have been subject to identical conduct. Their injuries are easily traceable to this same conduct. Accordingly, commonality is satisfied.

iii. Typicality Is Satisfied

The typicality requirement’s “purpose is to determine whether the class representative’s overall position on the common issues is sufficiently aligned with that of the absent class members to ensure that [his/her] pursuit of [his/her] own interests will advance those of the proposed class members.” Janicik, 451 A.2d at 457. “Typicality exists if the class representative’s claims arise out of the same course of conduct and involve the same legal theories as those of other members of the putative class.” Samuel-Bassett, *supra* at 31. The requirement ensures that the legal theories of the representative and the class do not conflict, and that the interests of the absentee class members will be fairly represented. Id. But, typicality does not require that the claims of the representative and the class be identical, and the requirement “may be met despite the existence of factual distinctions between the claims of the named plaintiff and the claims of the proposed class.” Id.

The named Plaintiff’s claim is clearly “typical.” The Representative Plaintiff requested medical records from a Pennsylvania medical facility (or affiliated entity), or HealthPort directly, throughout the year of 2013, with the request processed and fulfilled by HealthPort. To receive those records, the named Plaintiff alleges it was charged and paid search and retrieval and/or “per page” reproduction fees in excess of the statutory ceiling for such fees set forth in 42 Pa.C.S. § 6152(a)(2)(i). Here, the Representative Plaintiff and the Settlement Class Members were subject to the same conduct and suffered the same alleged injury. In addition, the legal theory of the Representative Plaintiff and the Settlement Class members do not conflict in any way. Typicality is satisfied.

iv. Adequate Representation Is Provided

Rule 1702(4) requires that “...the representative parties will fairly and adequately assert and protect the interest of the class under the criteria set forth in Rule 1709.” Rule 1709 sets forth

the following three factors for determining the adequacy of representation:

- (1) whether the attorney for the representative parties will adequately represent the interests of the class,
- (2) whether the representative parties have a conflict of interest in the maintenance of the class action, and
- (3) whether the representative parties have or can acquire adequate financial resources to assure that the interests of the class will not be harmed.

Pa. R.C.P. 1709.

This Court has presumed that counsel will adequately protect the interests of the class in the absence of evidence to the contrary. Dunn v. Allegheny County Property Assessment, 794 A.2d 416, 425 (Pa. Commw. Ct. 2002). Plaintiff has retained competent class counsel who are experienced in class action litigation. Class counsel has litigated a class action lawsuit under the very same Act at issue here, and in this same Court. See Declaration of Edward I. Levicoff, Exhibit “A”. Courts have also generally presumed that there is no conflict of interest on the part of the representative plaintiff unless the contrary is established. See Dunn, *supra* at 425-426. Finally, class counsel has undertaken to represent the class and advance all costs of the class contingent upon the outcome of the litigation. Thus, Plaintiff has undertaken adequate steps to provide for the financing of this litigation and to assure that the interests of the class will not be harmed. Lash v. Equibank, 143 P.L.J. 60, 64 (1994).

v. *A Class Action Would Provide A Fair And Efficient Method Of Adjudication*

Pa. R.C.P. 1708(a) sets forth the applicable factors to be considered in determining whether a class action provides a fair and efficient method of adjudication.¹⁹ Application of these factors

¹⁹ Rule 1708 of the Pennsylvania Rules of Civil Procedure requires:

In determining whether a class action is a fair and efficient method of adjudicating the controversy, the court shall consider among other matters the criteria set forth [below]:

{L0908703.1 } a) Where monetary recovery alone is sought, the court shall consider:

demonstrates that a class action is the only feasible method of adjudication.

First, as demonstrated above, common questions of law or fact predominate because virtually all of the elements of Plaintiffs claim are subject to common proof. Second, the employment of the class procedure here will obviate duplicative proceedings and prevent inconsistent results. Third, to Plaintiff's knowledge, while the prior coordinated class actions arose under the Act, they alleged a different claim than the one at issue here. Specifically, the prior class actions asserted that HealthPort was obligated by the Act to charge only its actual and reasonable expenses in processing medical records requests, whereas the instant suit proceeded on the theory that HealthPort breached the Act by charging in excess of its statutory ceiling. Upon information and belief, there are no other class cases pending against HealthPort with respect to this cause of action, which suggests that individual litigation may not be feasible because of the small amount of available damages. Fourth, in view of the complexities of the issues and the expenses of litigation, the separate claims of individual class members are insufficient in amount to support

-
- (1) whether common questions of law or fact predominate over any question affecting only individual members;
 - (2) the size of the class and the difficulties likely to be encountered in the management of the action as a class action;
 - (3) whether the prosecution of separate actions by or against individual members of the class would create a risk of
 - (i) inconsistent or varying adjudications with respect to individual members of the class which would confront the party opposing the class with incompatible standards of conduct;
 - (ii) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests;
 - (4) the extent and nature of any litigation already commenced by or against members of the class involving any of the same issues;
 - (5) whether the particular forum is appropriate for the litigation of the claims of the entire class
 - (6) whether in view of the complexities of the issues or the expenses of litigation the separate claims of individual class members are insufficient in amount to support separate actions;
 - (7) whether it is likely that the amount which may be recovered by individual class members will be so small in relation to the expense and effort of administering the action as not to justify a class action.

separate actions.

Where, as here, the claimed injuries of an isolated group of individuals are traceable to a common act by the defendant, the asserted claims are appropriate for class action treatment. This Honorable Court's decision in Haluska, *supra*, is on point in describing the reasons this action satisfies the fair and efficient requirements:

...the individual claims of each plaintiff involve small recoveries that are not likely to be litigated because of the expense involved in retaining separate counsel and pay[ing] court costs. The case law cited by plaintiffs recognizes that a purpose of a class action is to aggregate relatively small potential recoveries into a case worth an attorney's labor.

Haluska, *supra* at 2.

Fifth, this particular forum is appropriate because Plaintiff is located here and many of the class members are located here. In addition, other similar matters have been coordinated before this Court.

Sixth, while the amount of Plaintiff's and the Settlement Class Member's damages are relatively small, they are not *de minimis*. But for a class action, it is likely that other members could not pursue their right to recover these damages.

V. THE SETTLEMENT IS APPROPRIATE FOR PRELIMINARY APPROVAL

As reflected by the history of this litigation and the terms of the proposed Settlement, the preliminary approval factors have been met.²⁰

A. The Value Of Any Expected Recovery Balanced Against The Proposed Settlement

There are numerous complicated factual and legal issues remaining in this Litigation

²⁰ Some courts use the so-called Girsh factors as a basis for determining preliminary approval. Collier, *supra* at 184. In Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975), the following factors were identified to be used to determine whether a class settlement is fair, adequate and reasonable: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining a class action; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

including, but not limited to, the Defendant's various defenses and the applicability of the "voluntary payment doctrine". In light of these and other issues along with the cost, risk, and uncertainty of future litigation, the Parties entered into the settlement negotiations seeking to fully, finally and forever resolve this dispute. Their resolution adequately balances the risk and uncertainty of any potential recovery (through further litigation) with the outcome of the proposed Settlement.

B. Arm's Length Settlement Negotiations

This action has been vigorously litigated by the Parties sufficient to assess the strengths of their respective claims and defenses. The Parties have engaged in lengthy, serious negotiations. After several weeks of negotiation, the parties agreed upon the principal terms of a class action settlement. After several more weeks of negotiation and the codification process, the Parties executed the Settlement Agreement. Overall, these negotiations have taken the course of over three months and included substantial time and effort. The settlement process was time-consuming, intensive, and a significant set of arm's length negotiations undertaken by the Parties and their counsel.

C. Sufficiency Of Discovery

The Parties have a clear view of the potential damages that could be recovered at trial. The Parties exchanged substantial information related to the nature of the claims and/or defenses of the Plaintiff, the Settlement Class, and the Defendant. This included, among other things, information regarding: (1) the scope of the proposed class, (2) HealthPort's profitability during the Class Period, and (3) the nature and scope of Plaintiff's and the class claims and potential defenses. All the information necessary to support this Settlement is known and possessed by the Parties and their counsel. No amount of additional discovery could have altered the damages available to

Settlement Class Members. The Parties know of the risks of obtaining class certification and the other substantial defenses in this case. This factor clearly supports preliminary approval.

D. The Proponent Of The Settlement Is Experienced

Finally, counsel has highly relevant experience in consumer class action litigation under the Act, such as the Litigation before the Court, and endorses the settlement as fair and adequate under the circumstances. Courts recognize that the opinion of experienced and informed counsel in favor of settlement should be afforded substantial consideration in determining whether a class settlement is fair and adequate. See, e.g., In re MicroStrategy Inc. Sec. Litig., 148 F. Supp.2d 654, 665 (E.D. Va. 2001); Stewart v. Rubin, 948 F. Supp. 1077, 1087 (D.D.C. 1996); Rolland v. Cellucci, 191 F.R.D. 3, 6 (D.Mass 2000).

E. Public Policy Considerations Support Preliminary Approval

The resolution will save significant judicial resources by resolving this matter without the time and expense of a trial that involves court personnel, jurors, the parties, witnesses and their attorneys. Also, the expense and uncertainty of an appeal is also avoided by this result. Given the time already incurred to litigate this dispute, the substantial litigation risks going forward, and the anticipated cost of any future litigation, this Settlement best serves the public interest.

VI. CONCLUSION

Accordingly, the Plaintiff, with Defendant's consent, moves the Court for an Order preliminarily approving the Settlement.

Dated: August 20, 2026

By: 

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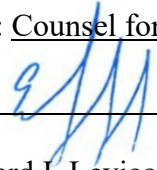
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Counsel for Plaintiff

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Public Access Policy of the *Unified Judicial System of Pennsylvania Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Counsel for Plaintiff

Signature: 

Name: Edward I. Levicoff, Esquire

Attorney No.: 200108

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

P.I.T. RETRIEVALS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-13-023729

vs.

HEALTHPORT TECHNOLOGIES, LLC,

Defendant.

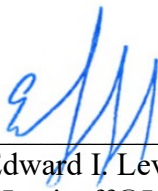
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within *Memorandum Of Law In Support Of Consent Motion For Preliminary Approval Of Class Action Settlement And Class Notice* has been served upon the following counsel via email only:

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Dated: August 20, 2026

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EXHIBIT

A

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

P.I.T. RETRIEVALS, LLC,

CIVIL DIVISION

Plaintiff,

No. GD-13-023729

vs.

HEALTHPORT TECHNOLOGIES, LLC,

Defendant.

**DECLARATION OF EDWARD I. LEVICOFF IN SUPPORT OF THE CONSENT
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND
CLASS NOTICE**

I, Edward I. Levicoff, Esq., hereby declare as follows:

1. I am a current partner and Vice President at the Levicoff Law Firm, P.C.
2. We have at all times served as the Plaintiff's counsel in the above-captioned case.
3. I graduated with an undergraduate degree from Northwestern University in 2002.
4. I graduated with a juris doctor degree from the University of Pittsburgh School of Law in 2005, with a cum laude distinction.
5. I have been a member in good standing of the bars of the Commonwealth of Pennsylvania since 2005 and the State of West Virginia since 2014.
6. I am admitted to practice before the United States Supreme Court, as well as the Third, Fourth, and Federal Circuit Courts of Appeal.
7. I am also admitted to practice in the United States District Courts for the Eastern and Western Districts of Pennsylvania, the Northern and Southern Districts of West Virginia, and the Eastern District of Wisconsin.
8. I am also admitted to practice before the United States Court of Federal Claims.

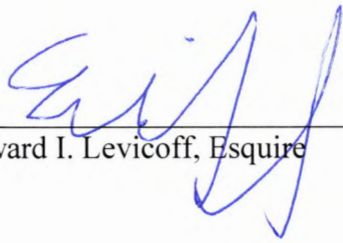
9. Since 2005 I have been a practicing attorney employed by the Levicoff Law Firm, P.C. or its predecessors.

10. I and our law firm served as defense counsel in Wayne M. Chiurazzi Law Inc. v. Duplications Inc., GD-10-004369, a putative class action lawsuit filed in the Allegheny County Court of Common Pleas alleging that persons in Pennsylvania or their agents were overcharged in obtaining copies of their medical records by medical record reproduction companies under the Pennsylvania Medical Records Act.

11. Our law firm has also participated as counsel in numerous other class action lawsuits, including but not limited to Bonds v. GMS Mine Repair and Maintenance, Inc., C.A. No. 2:13-CV-01217 (W.D. Pa.), McGraw, et al. v. Chancellor Sr. Mgmt., Ltd., 16-C-698-D (Raleigh County, West Virginia), Williams, et al. v. Dan Ryan Builders, et al., CC-17-2009-C-57 (Harrison County, West Virginia), McCullough v. Stryker Orthopedics, et al., GD-09-010725 (Allegheny County, Pennsylvania).

12. I verify that the statements in this Declaration are true and correct to the best of my knowledge, information, and belief; that the statements in this Declaration are made from firsthand personal knowledge except where indicated otherwise; and that the statements in this Declaration are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, and subject to penalty of perjury.

Dated: August 20, 2026

By: 
Edward I. Levicoff, Esquire