

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

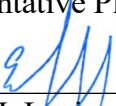
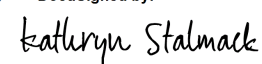
This Settlement Agreement shall, in all respects, be interpreted, construed and governed

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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