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 FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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 FINAL APPROVAL OF CLASS ACTION SETTLEMENT

The Representative Plaintiff, by and through its undersigned counsel, and with the consent of the Defendant, hereby moves the Court for Final Approval of Class Action Settlement. In support, Plaintiff states as follows:

1. The Pennsylvania Supreme Court has approved application of the following factors to consider in approving or disapproving a class action settlement.

   a. the risks of establishing liability and damages;
   b. the range of reasonableness of the settlement in light of the best possible recovery;
   c. the range of reasonableness of the settlement in light of all the attendant risks of litigation;
   d. the complexity, expense and likely duration of the litigation;
   e. the state of the proceedings and the amount of discovery completed;
   f. the recommendations of competent counsel; and
   g. the reaction of the class to the settlement.

See Dauphin Deposit Bank and Tr. Co. v. Hess, 727 A.2d 1076, 1079-80 (Pa. 1999).

2. The class action settlement should be fully and finally approved pursuant to application of these factors.

3. In further support of this Motion, the Plaintiff hereby submits the following:

   a. Memorandum of Law in Support of Consent Motion for Final Approval of Class Action Settlement;

b. Declaration of Edward I. Levicoff, Plaintiff's Counsel, which attests to and sets forth counsel's background and experience in class action litigation; and

c. Declaration of American Legal Claims Services, LLC Regarding Due Diligence in Noticing, which attests to the reaction of the class to the settlement.

WHEREFORE, the Parties hereby request that the Court enter the proposed Final Judgment Approving Settlement, Payment of Incentive Award and Attorneys' Fees/Costs and Order of Dismissal with Prejudice. The proposed order is attached hereto.

Respectfully submitted:

Dated: November 16, 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

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 FINAL JUDGMENT APPROVING CLASS SETTLEMENT, PAYMENT OF INCENTIVE AWARD AND ATTORNEYS' FEES/COSTS AND ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS:

This matter having come before the Court on the uncontested Consent Motion of the parties for Final Approval of Class Action Settlement, in accordance with a Class Settlement Agreement and Release ("Settlement Agreement") by and between HealthPort Technologies, LLC ("HealthPort") and named Plaintiff P.I.T. Retrievals, LLC ("P.I.T.") on behalf of itself and the members of the Settlement Class (collectively "Class Members" or "Class Plaintiffs") in the above-styled action (the "Action");

A Final Approval Hearing having been held before the Court on December 1, 2026, pursuant to this Court's Order of Preliminary Approval of Class Settlement and Providing for Notice and Hearing (the "Order");

Notice having been given to the Class Members pursuant to the Order, and the respective parties having appeared by their attorneys of record;

The Court having heard and considered the positions advanced in support of the proposed settlement of this Action, the attorneys for the parties having been heard, and an opportunity to

be heard having been given to all other persons requesting to be heard in accordance with the Order and Class Notice;

The Court having determined that this Action satisfies the requirements of Pa.R.Civ.P. 1702 and 1709 with respect to a settlement class of persons defined 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, and the Court staff; and (c) Class Counsel.

Notice to the Class Members having been adequate and sufficient and in compliance with all the requirements of due process;

The Court having determined that it has jurisdiction over the subject matter of the Action and over all parties to the Action, including Class Members: and

No objections having been filed by Class Members;

After reviewing the Settlement Agreement, considering the record, pleadings, and other documents filed in support of the request for final approval of the Settlement, and the presentations of counsel, the Court finds as follows:

1. The question presented on a motion for final approval of a proposed class action settlement is whether the proposed settlement is fair, reasonable, and adequate within Pa.R.Civ.P. 1714 in light of the following factors:

   a. the risks of establishing liability and damages;
   b. the range of reasonableness of the settlement in light of the best possible recovery;
   c. the range of reasonableness of the settlement in light of all the attendant risks of litigation;

d. the complexity, expense and likely duration of the litigation;
e. the state of the proceedings and the amount of discovery completed;
f. the recommendations of competent counsel; and
g. the reaction of the class to the settlement.

Dauphin Deposit Bank and Tr. Co. v. Hess, 727 A.2d 1076, 1079-80 (Pa. 1999).

A. The Risks of Establishing Liability

2. This factor surveys the possible risks of litigation in order to balance the likelihood of success and potential damages against the benefit of settlement.

3. The Class Plaintiffs face risks that their claims might be dismissed in total. The Class Plaintiffs face a risk that they may not sufficiently establish that Defendant's conduct was actionable and, therefore, may not recover actual damages. The Class Plaintiffs also face risk that the Court would not grant certification of the class.

4. These considerations weigh in favor of the settlement.

B. The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery

5. An assessment of the reasonableness of the proposed settlement seeking monetary relief requires analysis of the present value of the damages a plaintiff would likely recover if successful, appropriately discounted for the risk of not prevailing.

6. The best possible recovery that plaintiffs might achieve would be to recover an amount for alleged implied breach of contract damages. The settlement, therefore, provides relief well within the range of relief that could be obtained at trial.

7. In light of the questions of law and fact present in this litigation, the value of the proposed settlement outweighs the mere possibility of future relief. The expense of a trial on the implied breach of contract claim and mini-trials on individual class member damages would be

substantial. The continued litigation of this matter would require a large expenditure of the court's and the parties' resources.

8. Moreover, in light of the highly contested nature of liability, it is likely that any judgment entered would be the subject of post-trial motions and appeals, further prolonging the litigation and reducing the value of any recovery. This Action has already undergone nearly thirteen years of litigation. Thus a settlement is advantageous to all concerned. An appeal of a damage award could seriously and adversely affect the scope of an ultimate recovery, if not the total recovery itself.

9. While Class Plaintiffs may be confident of their ability to prevail at trial, no adjudication has been made as to the validity of their claims. The Court also recognizes that Defendant has continued to deny all liability and allegations of wrongdoing and that some or all of Class Plaintiffs' claims could be dismissed in connection with dispositive motions that would surely be filed, if the settlement were not approved.

10. The proposed settlement represents a substantial benefit for the Class Plaintiffs. Here, the Settlement Agreement provides for claims-made payments based upon damage amounts that such persons could potentially receive were the action to proceed to a trial on the merits.

C. The Range of Reasonableness of the Settlement in Light of All the Attendant Risks of Litigation

11. The third Dauphin factor is intended to compare the present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, with the amount of the proposed settlement.

12. Here, the Class Plaintiffs face potential risk that the entirety of their claims may be dismissed, class certification may be denied, a jury may find for HealthPort, or that a jury may not award any damages. Despite these risks, the settlement confers a recovery based upon an assumption that these risks may be overcome.

13. This factor supports approval of the settlement.

D. The Complexity, Expense, and Likely Duration of the Litigation

14. Absent the settlement, future proceedings would continue to take a substantial amount of time and would be costly. Future proceedings would include summary judgment motions and argument, class certification proceedings, a trial on the merits of the implied breach of contract claims, mini-trials on damages, possible objections to class certification and, given the novel legal issues presented, an appeal. Both parties would be required to extensively brief and argue the issues. Whether or not the case proceeded on a class basis, further discovery must be pursued, dispositive motions must be prepared and filed, and trial preparation on both sides would be necessary. Given Defendant's vigorous advocacy of the contention that it did not violate the law, it would be unrealistic not to expect appeals from any result reached on the question of liability or of damages.

15. Avoidance of this unnecessary expenditure of time and resources clearly benefits all parties.

E. The Stage of Proceedings and the Amount of Discovery Completed

16. A settlement should not be approved if the parties do not have an adequate appreciation of the merits of the case.

17. The proposed settlement was reached at a point in the litigation where the parties have a clear understanding of the factual basis for the claims and defenses. With thirteen years

of litigation completed, the parties have an appreciation for the class certification issues, the issues for dispositive motions, potential damages, and the risk of trial.

F. The Recommendations of Competent Counsel

18. 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.

19. Here, Plaintiff's and Defendant's Counsel are experienced in class action litigation.

20. This factor further supports approval of the settlement.

G. The Reaction of the Class to the Settlement

21. On September 25, 2026, notices were individually mailed to Class Members advising them of the terms of the settlement and their right to exclude themselves from the Class. See Declaration of ALCS. The deadline for Class members to object was November 2, 2026. The deadline for Class members to exclude themselves was November 16, 2026.

22. No Class Members have exercised the right to opt out and no objections have been filed to date. See ALCS Declaration. The fact that there are no opt-outs by Class Members, and no objections, is convincing evidence of the proposed settlement's fairness and adequacy.

23. In conclusion, the factors discussed above weigh in favor of the settlement of this class action.

H. The Representative Plaintiff is entitled to an Incentive Payment for Participation in this Action

24. Courts routinely approve incentive awards to compensate a named plaintiff for the services they provided and the risks they incurred during the course of the class action litigation. The payment of $2,500 provided to P.I.T. is within the range of incentive awards authorized in consumer class actions.

I. Class Counsel is Entitled to the Requested Attorneys' Fees and Costs as Provided in the Settlement Agreement

25. Upon consideration of the Plaintiff's Motion for Award and Approval of Attorneys' Fees/Costs and the supporting materials submitted in support of the Motion, the Court finds that the $65,906.80 in fees and costs, as negotiated by the parties, is reasonable and appropriate. In so holding, the Court has considered and reviewed the Plaintiffs' Counsel's Motion, Brief, and Declaration in support of the request for approval of attorneys' fees and costs in this matter and finds that Plaintiffs' Counsel's request is reasonable under the factors set forth in Pa.R.Civ.P. 1717.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of the Action, the Class Members, and the Defendant.

2. The Settlement Class has been preliminarily certified under Pa.R.Civ.P. 1702, 1708, and 1709, with the named Plaintiff in the Action serving as the representative of the Class. For the reasons stated in the Order, the Court finds that the Settlement Class shall be certified for final settlement purposes.

3. The Settlement Agreement was reached after arm's-length negotiations between the parties. The Settlement Agreement and the proposed Settlement are fair, reasonable, adequate, consistent and in compliance with all applicable requirements of the United States

Constitution (including the Due Process Clause), the Pennsylvania Rules of Civil Procedure, the Rules of Court, and any other applicable law, and in the best interests of each of the parties and the Class Members. The terms of the Settlement Agreement and this Final Judgment are binding on Plaintiff and all other Class Members, except those who timely and properly filed a request for exclusion, as well as their heirs, executors and administrators, successors, and assigns, and those terms shall have res judicata, collateral estoppel, and all other preclusive effect in all pending and future claims, lawsuits, or other proceedings, including all forms of alternative dispute resolution, maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this Action or are otherwise encompassed by the release set forth in the Settlement Agreement.

4. The Class Notice and the notice methodology, implemented pursuant to the Settlement Agreement: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement and their right to appear at the Fairness Hearing; (iii) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the Pennsylvania Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of Court, and any other applicable law.

5. Except as to any individual who has validly and timely requested exclusion from the Settlement Class, this Court hereby dismisses with prejudice and without costs (except as otherwise provided in the Settlement Agreement) the Action against Defendant. Plaintiff and all Class Members, and any person or entity acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class

members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action; and (ii) organizing such nonexcluded Class Members into a separate class for purposes of pursuing as a purported class action (included by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action.

6. The Lawsuit is hereby dismissed with prejudice.

7. The releases set forth in the Settlement Agreement are hereby approved.

8. Except for the obligations expressly provided for in the Settlement Agreement, Class Members fully and finally release the Defendants from the claims in this Action as defined in the Settlement Agreement.

9. The parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits attached hereto as: (i) are consistent with the Final Judgment; and (ii) which do not limit the rights of Class Members under the Agreement.

10. The Court hereby grants the request for a Class Representative Award of $2,500 to P.I.T. The Class Representative payment will be paid to Plaintiff as provided in the Settlement Agreement.

11. Plaintiff's Counsel are hereby awarded $65,906.80 in attorneys' fees, costs, and expenses to be paid by Defendant pursuant to the Settlement Agreement.

12. Without affecting the finality of the Final Judgment, the Court shall retain jurisdiction over the Action and the parties and Class Members, and the administration and enforcement of the Settlement, for a period of three (3) years following the entry of this Order.

SO ORDERED this ____ day of _____, 2026.

BY THE COURT:

_____J.

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 FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR APPROVAL OF ATTORNEYS' FEES AND COSTS

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.

I. Class Counsel's Judgment that the Settlement Satisfies the Standards of Fairness, Reasonableness and Adequacy

9. Based upon combined background and experience in trial and class action litigation of Plaintiff's Counsel (set forth below), it is my belief that the Settlement would satisfy the requirement that a class action settlement be fair, reasonable and adequate.

10. The proposed settlement was reached at a point in the litigation where the Parties have a clear understanding of the factual basis for the claims and defenses.

11. The Class Plaintiffs face risks that the jury would find that Defendant did not breach an implied contract by reason of the voluntary payment defense or that Defendants charges were based upon estimated actual costs. The Class Plaintiffs face a risk that any verdict obtained at trial could be reversed on appeal. The Class Plaintiffs face a risk that a class could not be subject to class certification.

12. The settlement, nonetheless, provides an assured return of an amount that a jury could reasonably award. The settlement therefore provides relief well within the range of relief that could be obtained at trial.

13. In Plaintiffs' Counsel's judgment, future proceedings would take a long time and would be costly. Future proceedings would include a trial on the merits, possible additional objections to class certification, and, given the novel legal issues presented, an appeal.

14. Given the legal and factual difficulties going forward and the fact that the settlement provides much of the relief that could be obtained at trial it is the opinion of Class Counsel that the settlement is fair, reasonable, and adequate.

II. Background and Experience

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

16. 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.

17. 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).

III. Attorney Time and Effort

18. Plaintiff's Counsel expended significant time over a period of the last 13 years litigating this case in this Court.

19. This matter was litigation in this court for many years, as the docket reflects.

IV. Costs of Litigation

20. During the course of this litigation Plaintiff's Counsel expended money on the costs of the litigation. The costs incurred by Plaintiff's Counsel, according to his records, amount to $180.07.

21. 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: October 16, 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

DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC REGARDING DUE DILIGENCE IN NOTICING

I, Kyle Janes, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.

2. I am an Analyst for American Legal Claim Services, LLC ("ALCS"). ALCS was selected by the Court to serve as the Settlement Administrator and to otherwise comply with the provisions set forth in the Class Settlement Agreement and Release and the Order of Preliminary Approval of Class Action Settlement and Providing for Notice and Hearing. I was responsible for overseeing the dissemination of the Notice of Proposed Class Action Settlement ("Notice") to class members, claims processing, exclusion processing, and all other matters required as Settlement Administrator.

3. **Class List:** On September 3, 2026, ALCS received a list of 15,148 invoices that fit the class criteria. A total of 13,223 duplicates were identified and merged based on a customer ID or a combination of name and address. The final Class List contained 1,925 Class Members after the duplicates were merged. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.

4. **Initial Class Notice:** On September 25, 2026, ALCS mailed the Notice (attached hereto as Exhibit A) to 1,925 Class Members.

5. **Returned Mail Handling:** ALCS processed all Notices returned by USPS. A minority of the mail included an updated address provided by the USPS ("FOE"). For these, the class member addresses were updated, and the Notices were re-mailed to the updated address provided. The remainder of the mail returned by the USPS did not contain an updated address ("UAA"). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 1,925 Notices mailed, 770 were returned by USPS as of the date of this declaration. ALCS has remailed 568 Notices to updated addresses. Of the 568 remailed Notices, 61 were returned by USPS as of the date of this declaration.

6. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:

   - Total class members: 1,925
   - Notices initially mailed via USPS: 1,925
   - Notices returned by USPS: 770
   - Notices remailed via USPS: 568
   - Remailed Notices returned as UAA: 61
   - Total number of Notices deemed undeliverable: 263
   - Percentage of Notices deemed delivered: 86.34%

7. **Website:** ALCS created a case website, www.healthportpitsettlementpa.com, that provided further information as stated in the Notice. The website contained sections for Important Court Documents, Key Dates and FAQs. Class members had an opportunity to update their address and/or submit their claim online.

8. **Toll-Free Telephone:** ALCS established a toll-free telephone line (800-657-1193) for Class members to contact with questions about the settlement or update their address.

9. **Claims:** The Notice instructed those who wish to receive a settlement payment to submit their claim on the website by no later than December 31, 2026. As of the date of this declaration, we have received 20 claims.

   - Total claims received: 20
   - Total invoices associated with filed claims: 90

10. **Exclusions:** The Notice instructed those who wish to opt out of the settlement to write to the Settlement Administrator stating that the class member does not wish to participate. It further states that an opt-out request must be postmarked by November 16, 2026. As of the date of this declaration, we have not received any requests for exclusion.

11. **Objections:** The Notice informed class members who wish to object to the settlement to file their written objection with the Court by November 2, 2026. I am not aware of any objections being filed with the Court as of the date of this declaration.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on November 16, 2026, in Jacksonville, Florida.

Kyle Janes

Kyle Janes

Exhibit A

PIT v HEALTHPORT TECHNOLOGIES (949)
PO BOX 23309
JACKSONVILLE FL 32241
Postmaster: Do Not Mark Barcode

63988-FC-0000001

«fname» «lname»
«addrline1» «addrline2»
«addrcity» «addrstate» «addrzip»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

P.I.T. Retrievals, LLC
v.
HealthPort Technologies, LLC
Case No. GD-13-023729
Court of Common Pleas of Allegheny County, PA

Your Personal Notice ID: «noticeid»
PIN: «PIN»

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. **Please note that you may have received a notice related to the settlement in *David M. Landay v. Datavant Health LLC, successor to HealthPort Technologies, LLC*, GD-09-012923. This notice relates to an unrelated lawsuit and contains different deadlines.**

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 July 23, 2026.

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 December 31, 2026. 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 November 16, 2026. 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 November 2, 2026. 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.

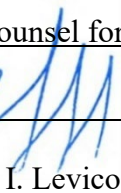
When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at 12:00 PM on December 1, 2026, in room 816 at the City County Bldg., 414 Grant Street, Pittsburgh, PA 15529. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; 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 visit the website at www.HealthportPITSettlementPA.com. You can call 1-800-657-1193 toll free. You can also contact the Settlement Administrator by email at info@healthportpitsettlementpa.com or by mail at: *P.I.T. Retrievals v. HealthPort Technologies, LLC* ; c/o Settlement Administrator; PO Box 23309; Jacksonville, FL 32241

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 Final Approval of Class Action Settlement*** has been served upon the following counsel via email only:

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Dated: November 16, 2026

By: _____

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