

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 David M. Landay (“Plaintiff”), individually and as representative of Settlement Class Members as defined below; and (2) Datavant, LLC, as successor-in-interest to IOD Incorporated (“IOD/Datavant” or “Defendant”). Plaintiff and IOD/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 July 15, 2009 in the Court of Common Pleas of Allegheny County, Pennsylvania, with the filing of the complaint and being assigned case number GD-09-012922.

WHEREAS, this matter was initially entitled as *Wayne M. Chiurazzi Law Inc. d/b/a Chiurazzi & Mengine, LLC vs. IOD Incorporated*.

WHEREAS, IOD Incorporated responded to the initial complaint.

WHEREAS, the named parties in this matter have changed since the inception of the litigation. With authorization of the Court, Plaintiff Wayne M. Chiurazzi Law Inc. d/b/a Chiurazzi & Mengine, LLC was removed as Plaintiff and David M. Landay was substituted as the named Plaintiff. With authorization of the Court, IOD Incorporated was substituted by Ciox Health LLC as the successor-in-interest to IOD Incorporated and then Datavant LLC as the successor-in-

interest to Ciox Health LLC. With authorization of the Court, the title of the case and the caption has ultimately been changed to its current title, David M. Landay v. Datavant, LLC, as successor-in-interest to IOD Incorporated, as identified further herein.

WHEREAS, for the relevant time-period set forth below, this Litigation alleges that IOD/Datavant charged more than the lesser of its “actual and reasonable” expenses or the statutory cap imposed by the Pennsylvania Medical Records Act, 42 Pa.C.S. § 6152, (“MRA”) when locating, retrieving, reproducing, and transmitting requested medical records on behalf of the holder of the medical records to patients, patient designees, patient representatives, and attorneys.

WHEREAS, IOD/Datavant was served with the Complaint on or about July 20, 2009.

WHEREAS, on February 9, 2010, the Trial Court granted in part and denied in part IOD/Datavant’s Preliminary Objections, which resulted in the dismissal of Plaintiff’s equity-based causes of action and claims for punitive damages, but overruled the objections to Plaintiff’s implied breach of contract claim for violation of the MRA.

WHEREAS, this matter was coordinated along with other similar matters based on similar legal theories that a person was overcharged for the copies of medical records governed by the terms of the MRA, including being coordinated with the matter of *Wayne M. Chiurazzi Law Inc. d/b/a/ Chirazzi & Mengine, LLC v. MRO Corporation*, Case No.: GD-09-012911 (Allegheny County Court of Common Pleas).

WHEREAS, after entering a Memorandum and Order on June 17, 2010 in the related case captioned *Wayne M. Chiurazzi Law Inc. v. MRO Corp.*, the Trial Court certified for appeal the question of whether the charges assessed for medical records requests under Pennsylvania’s MRA must be based upon “actual and reasonable” expenses.

WHEREAS, discovery in this Litigation, and the cases it was coordinated with, was stayed

pending the appeal in *Wayne M. Chiurazzi Law Inc. v. MRO Corp.*

WHEREAS, on August 11, 2011, the Pennsylvania Superior Court reversed and remanded the Trial Court's decision, holding the MRA permitted companies to charge the statutory maximum rate, interpreting the MRA's maximum rates as a safe harbor provision.

WHEREAS, the Pennsylvania Superior Court's decision was appealed to the Pennsylvania Supreme Court, who accepted the appeal on February 22, 2012.

WHEREAS, while this matter was pending the appeal to the Pennsylvania Supreme Court in *Wayne M. Chiurazzi Law Inc. v. MRO Corp.*, the MRA was amended to remove the statutory language that Plaintiff alleged required that copies of medical records be based upon "actual and reasonable expenses." The MRA amendment was prospectively effective September 4, 2012.

WHEREAS, on June 16, 2014, the Pennsylvania Supreme Court reversed and remanded the decision of the Superior Court. *Wayne M. Chiurazzi Law Inc. v. MRO Corp.*, 626 Pa. 303, 97 A.3d 275, 293 (2014).

WHEREAS, based upon the MRA amendment, this Litigation claims that, from July 15, 2005 to September 3, 2012, IOD/Datavant assessed fees to Plaintiff and the Settlement Class for locating, retrieving, reproducing, and transmitting requested medical records for more than IOD/Datavant's "actual and reasonable" expenses.

WHEREAS, on June 16, 2015, Class Counsel filed an Amended Class Action Complaint, captioned *David Landay v. IOD Incorporated*, GD-09-012922 (Court of Common Pleas of Allegheny County, Pennsylvania).

WHEREAS, on March 4, 2020, IOD/Datavant filed its Answer and New Matter to the Amended Complaint, denying the material allegations of the Amended Complaint, denying liability, and raising defenses to Plaintiff's claims.

WHEREAS, on February 22, 2024, Ciox Health, LLC filed a voluntary substitution of IOD Incorporated for Ciox Health, LLC as party defendant pursuant to Rule 2352(a) of the Pennsylvania Rules of Civil Procedure explaining that on December 31, 2015, IOD Incorporated merged with HealthPort Technologies, LLC, leaving HealthPort as the surviving company, and on February 19, 2016, HealthPort Technologies, LLC changed its name to Ciox Health, LLC.

WHEREAS, on March 4, 2024, the Court ordered that the caption of the Litigation be changed to *David M. Landay v. Ciox Health LLC, as successor-in-interest to IOD Incorporated*, GD-09-012922.

WHEREAS, on May 18, 2026, Datavant, LLC filed a voluntary substitution of Ciox Health, LLC for Datavant, LLC as party defendant pursuant to Rule 2352(a) of the Pennsylvania Rules of Civil Procedure explaining that on March 14, 2025, Ciox Health, LLC changed its name to Datavant, LLC.

WHEREAS, on May 26, 2026, the Court ordered that the caption of the Litigation be changed to *David M. Landay v. Datavant, LLC, as successor-in-interest to IOD Incorporated*, GD-09-012922.

WHEREAS, discovery for Plaintiff opened in September of 2022, and Plaintiff shortly thereafter commenced written discovery.

WHEREAS, the Parties have engaged in substantial discovery. Plaintiff has served multiple sets of requests for production of documents and multiple sets of interrogatories to which Defendant has served responses. Defendant has served requests for production and interrogatories on Plaintiff to which Plaintiff has responded. The Parties have engaged in many meet-and-confer conferences with respect to the sufficiency of the discovery responses and documents produced. Plaintiff has filed multiple motions to compel proper responses to Plaintiff's discovery responses,

which were fully briefed by the Parties and ruled upon by the Court. Defendant has produced numerous sets of documents pursuant to Plaintiff's discovery requests which have required extensive analysis and review by Plaintiff.

WHEREAS, arm's-length settlement negotiations have taken place between counsel for Plaintiff and the Defendant, including with the assistance of a neutral third-party mediator, 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 the 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, IOD/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, IOD/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 IOD/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 representatives, patient designees, including insurance companies and attorneys (including but not limited to, prosecuting, defense, or plaintiffs’ attorneys) designated by a patient or patients’ agents and representatives to obtain a patient’s medical records, who made a request or others who served a subpoena without being designated by a patient (“Record Requests”) to a Pennsylvania healthcare provider or facility to obtain copies of medical records and who were charged and paid to IOD Incorporated and or its subsidiaries 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 as was effective between July 15, 2005 and September 3, 2012 with payment of the charges made between July 15, 2025 through September 3, 2012 and that was sent Mail Notice. This definition does not include medical record copying requests that did not require a patient authorization or where the maximum basic, search and retrieval, and reproduction fees as set forth in 42 Pa.C.S. § 6152(a)(2)(i) Pennsylvania Medical Records Act as was effective between July 15, 2005 and September 3, 2012 were **not** charged and paid, including the following examples (a) requests for radiological images; (b) insurance companies performing auditing functions pursuant to a written contract; (c) healthcare providers or facilities; and (d) governmental entities. Excluded from the class are also (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. “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.

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

1.4. “Claim Period” means the period of time during which a Settlement Class Member or Successor 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 sixty (60) 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.

1.5. “Class Member I.D.” means the unique identification information, including a QR Code and Notice I.D + Pin., provided to each Settlement Class Member that can be used by the Settlement Class Member to login and or transfer automatically to the person’s account on the Settlement Website to review a Transaction List or to complete and submit a Proof of Claim.

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

1.7. “Class Service Award” means the payment to Named Plaintiff David Landay pursuant to Section 8.2 and 8.3.

1.8. “Defendant” or “IOD/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 other than HealthPort Technologies, LLC. Thus, the term Defendant or IOD/Datavant does not include HealthPort Technologies, LLC, or any rights or liabilities associated with HealthPort Technologies, LLC that were later assumed, assigned, or are otherwise attributable to IOD Incorporated or Datavant, LLC. The parties acknowledge that HealthPort Technologies, LLC was a separate and distinct entity from IOD Incorporated and its predecessors, that it was a direct business competitor of IOD Incorporated, that it existed as a separate entity at least since July of 2005 until December 31, 2015, and that HealthPort Technologies, LLC merged with IOD Incorporated on or about December 31, 2015 under the laws of the State of Georgia. The parties acknowledge that a separate action, coordinated with this Litigation, entitled *David M. Landay v. Datavant, LLC*, assigned Allegheny County Court of Common Pleas Case No. GD-09-012923, initially filed on or about July 15, 2009, asserts claims, rights, and liabilities against HealthPort Technologies, LLC and its respective past 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, and HealthPort Technologies, LLC successors-in-interest and that any claims, rights, and liabilities related to that action are not subject to the terms of this Settlement Agreement and or compromised, addressed, or otherwise affected by this Settlement Agreement.

1.9. “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.

1.10. “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.

1.11. “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.

1.12. “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.

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

1.14. “Litigation” means the lawsuit captioned *David M. Landay v. Datavant, LLC, as successor-in-interest to IOD Incorporated*, GD-09-012922 (Court of Common Pleas of Allegheny County, Pennsylvania).

1.15. “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.

1.16. “Mail Notice” means the “Patient Mail Notice” and the “Non-Patient Mail Notice” (in a form substantially similar to that attached hereto respectively as Exhibit B and C to be approved by the Court) that will be mailed to Proposed Settlement Class Members pursuant to the Notice Plan. The Patient Mail Notice will be sent to Proposed Settlement Class Members who submitted a Record Request for their own medical records. The “Non-Patient Mail Notice” will be sent to all other Proposed Settlement Class Members.

1.17. “Named Plaintiff” or “Plaintiff” means David M. Landay, the plaintiff named in the Litigation.

1.18. “Non-patient Mail Notice” means the mail notice give to a person who is designated as a Non-patient on the Settlement Class List, which notice will be in a form substantially similar to that attached hereto as Exhibit C.

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. “Patient Requestor Beneficiary” means a person that becomes aware of a Patient Mail Notice provided to a Proposed Settlement Class Member and certifies on the Proof of Claim they are the Beneficiary of the Settlement Class Member and have all right, title and interest in and to a Settlement Benefit of a Proposed Settlement Class Member.

1.23. “Patient Mail Notice” means the mail notice give to a person who is designated as a Patient on the Settlement Class List, which notice will be in a form substantially similar to that attached hereto as Exhibit B.

1.24. “Payment Notice” means the notice sent to a Claimant at the time of payment pursuant to this Settlement Agreement being a letter sent from the Settlement Administrator to a Claimant accompanying a paper check or notifying them in writing that a payment other than paper check has been made.

1.25. “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.

1.26. “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.

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

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

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

1.30. “QR Code” means the machine readable bar code appearing in a square pattern that may be used by a Settlement Class Member to link to or transfer automatically to the person’s account on the Settlement Website to review a Transaction List or to complete and submit a Proof of Claim.

1.31. “Released Parties” means and refers to, 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. The term “Released Parties” does not include HealthPort Technologies, LLC including HealthPort Technologies, LLC’s respective past 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. The term “Released Parties” does not include Datavant, LLC to the extent it is the successor-in-interest to HealthPort Technologies LLC and has obtained any rights or liabilities related to HealthPort Technologies LLC, including any rights or liabilities of HealthPort Technologies LLC that were obtained by IOD Incorporated.

1.32. “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 Non-patient Mail Notice and Patient 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) a description of the type of relationship between the Requestor and Defendant (e.g., patient, attorney, insurance company, patient representative) as those descriptions were kept by Defendant in the ordinary course of business; 3) the name of the subject of the Record Request, (i.e., the patient's name); 4) the amount of the search and retrieval fee charged to the Requestor, regardless of how the search and retrieval fee was characterized by Defendant (i.e., as a basic fee, retrieval fee, other fee, or the combination of various fees or charges); 5) the amount of per page fees charged for each Record Request; and 6) the total amount of basic fees, search and retrieval fees and per page fees charged and paid.

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

1.34. “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.

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

1.36. “Settlement Class List” shall mean a list of the names and last known addresses of those Proposed Settlement Class Members whom IOD/Datavant and/or the Settlement Administrator have identified from the Relevant Settlement Class Information and to whom the Nonpatient Mail Notice or Patient Mail Notice will be sent. All Proposed Settlement Class Members on the Settlement Class List will be designated as either a “Non-patient” or “Patient” based on objective criteria agreed upon by the parties, which will be applied by the Settlement Administrator to the Relevant Settlement Class Information to designate a Proposed Settlement Class Member on the Settlement Class List. The designation will determine the type of notice a Proposed Settlement Class Member will be provided and the options the Proposed Settlement Class Member will have to submit a claim for the Settlement Benefits available to the Proposed Settlement Class Member.

1.37. “Settlement,” “Class Settlement Agreement,” or “Settlement Agreement” means this agreement between the Named Plaintiff (on behalf of himself and as representative of Settlement Class Members) and IOD/Datavant, and any amendment to this agreement, to settle, compromise, 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.

1.38. “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.

1.39. “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.

1.40. “Settlement Claims Amount” means the total amount of Settlement Benefits made available to the Settlement Class by this Settlement which is calculated as 35% of the total amount paid by the Settlement Class for basic fees, retrieval fees, and per page copying fees paid to Defendant from July 15, 2005 to September 3, 2012. The Parties agree that the total Settlement Claims Amount shall not exceed \$9,268,095.

1.41. “Settlement Class Counsel” or “Class Counsel” means James M. Pietz, Esquire of Pietz Law Office, LLC; Paul Lagnese, Esquire of Berger, Lagnese, LLC; and John P. Worgul, Esquire of Feinstein Doyle Payne & Kravec, LLC.

1.42. “Settlement Account” means the bank account into which IOD/Datavant’s payment of the Settlement Claims Amount, as described in Section 3.2.1, shall be deposited for purposes of paying Settlement Benefits.

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

1.44. “Successor Settlement Class Member” means a person that becomes aware of a Non-patient Mail Notice provided to a Proposed Settlement Class Member and certifies on the Proof of Claim they are the successor in interest to the Settlement Class Member and have all right, title and interest in and to a Settlement Benefit of a Proposed Settlement Class Member.

1.45. “Transaction List” means a list containing a Proposed Settlement Class Member’s transactions with IOD/Datavant that includes the following information: the Invoice Number for

the Record Request(s) IOD/Datavant associates as being made and paid for by the Class Member, the date IOD 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 IOD by or on behalf of the requestor for the invoice issued to the Requestor, which may be listed as an amount invoice or amount paid on the transaction list, 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 D) 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.

1.46. “Valid Claim” means a Proof of Claim submitted by a Settlement Class Member or Successor 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) returned via mail and post-marked within the Claim Period, or, if submitted online, is submitted 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.

1.47. “IOD/Datavant’s Counsel” means Marcus & Shapira LLP.

II. NO ADMISSION OF LIABILITY OR ELEMENTS OF CLASS CERTIFICATION

2.1 IOD/Datavant's Denial of Wrongdoing or Liability

IOD/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. IOD/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 IOD/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 IOD/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 IOD/Datavant in the Litigation.

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

Plaintiff and IOD/Datavant agree and stipulate that a Settlement Class should be certified for settlement purposes only. Other than for purposes of this Settlement Agreement, IOD/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 IOD/Datavant that this Litigation or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement shall prevent IOD/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 35% of the amounts paid to IOD/Datavant between July 15, 2005 and September 3, 2012 for invoiced amounts for basic fees, search and retrieval fees, and/or per page copying fees, as defined by the MRA, regardless of the characterization of such fees on any invoice or data evincing the charges identified on an invoice, 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 D) can be accessed by all Proposed Settlement Class Members in their account on the Settlement Website. The Mail Proof of Claim is attached to the Patient Mail Notice (Exhibit B), which will be sent to Proposed Settlement Class Members who submitted a Record Request that the Settlement Administrator has determined, per criteria provided by Datavant, was submitted by or on behalf of patient for non-commercial or business purposes. 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 or Successor 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 IOD/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 or Successor 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 IOD/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 IOD/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 or Successor 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 or Successor 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, IOD/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. IOD/Datavant will make available \$9,268,095 for the purpose of paying Settlement Benefits for Valid Claims. Within 14 days of the Effective Date, IOD/Datavant shall fund the Settlement Account with up to \$9,268,095 to pay Valid Claims, with an initial payment of at least \$400,000 to be replenished within 10 days by \$100,000 should the Settlement Accounts balance fall below \$100,000 based on the value of the Settlement Benefits determined to be distributable. If Valid Claims exceed \$9,268,095, 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. Claimant may only elect to use a method other than paper check by completing the Electronic Proof of Claim. 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 and that the selection of particular method receipt of the Settlement Benefit payment may reduce the value of the Settlement Benefit. 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 via U.S. Mail, and at that time shall make the Settlement Benefit payment to Claimants by mailing a paper check or by completing an alternate method of payment selected by the Claimant in compliance with the requirements of this Section. If the payment is made by mailed paper check, 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 June 8, 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, 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. IOD/Datavant has undertaken a review of the information in the possession, custody, and control of IOD and/or IOD/Datavant from which the Relevant Class Member Information may be derived. From these records, IOD/Datavant identified all medical Record Requests handled by IOD/Datavant between July 15, 2005 and September, 3, 2012 (the “Record Request Data”). Based upon this review, IOD/Datavant produced to Class Counsel an Excel Spreadsheet of the Relevant Class Member Information. IOD/Datavant agrees and certifies that that all transactions coming within the Settlement Class that can possibly be identified from the information within the care, custody, and control of IOD and/or IOD/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 IOD/Datavant and applied certain criteria to exclude all transactions between July 15, 2005 and September 3, 2012, to determine Records Requests that did and did not come within the Settlement Class definition. These criteria were reviewed by IOD/Datavant and Class Counsel. Based upon

this review and the Settlement Administrators 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, IOD/Datavant represents that that there are approximately 50,000 persons/entities with the Settlement Class who have, collectively, made 379,126 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 Patient Mail Notice or Non-Patient Mail Notice, as applicable (attached hereto respectively as Exhibits B and C), 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 Patient Mail Notice and Non-Patient 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 or other databases that are approved by the parties for purposes of updating Proposed Settlement Class Member names addresses and utilize a “best practices” address verification resource to identify missing addresses. 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. The Settlement Administrator may also use the “Look Up an Attorney” function at the website maintained by the Disciplinary Board of the Supreme Court of Pennsylvania (<https://www.padisciplinaryboard.org/for-the-public/find-attorney>).

5.2.3.2. Plaintiffs reserve the right to request the court to authorize the Settlement Administrator to send a post card reminder notice again notifying Settlement Class Members of the Claims Period deadline and their rights to submit Proof of Claim(s) up until 15 days before the end of the Claims Period.

5.2.3.3. Not later than twenty (20) days before the Final Fairness Hearing, the Settlement Administrator shall cause proof of the mailing of the Patient Mail Notice and Non-Patient 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.

5.2.3.4. Settlement Website

The Settlement Administrator shall establish a Settlement Website containing information about the Settlement at <http://www.IODSettlementPa.com> (or other similar URL). The Settlement Website will be accessible no later than five (5) days prior to the mailing of the Mail Notices 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 Patient Mail Notice; (iv) the Exhibit C Non-Patient Mail Notice; (v) the Preliminary Approval Order and other relevant orders of the Court; (vi) all documents submitted by Settlement Class Counsel filed in support of preliminary approval of this settlement and (vii) with the consent of IOD/Datavant (which shall not be unreasonably withheld), other documents and information determined in good faith by Settlement Class Counsel to be reasonably necessary for effectuating this Settlement and notice process; (viii) if the Settlement is terminated, a notice approved by the Parties notifying the Proposed Settlement Class Members of such termination; (ix) contact information for Settlement Class Counsel and the Settlement Administrator, and (x) an appropriate Frequently Asked Questions section that is approved by both Parties. Accessing the Settlement Website does not make a person or entity a Proposed Settlement Class Member. Only Proposed Settlement Class Members who are mailed the Non-patient Mail Notice or Patient Mail Notice are members of the Settlement Class.

The Settlement Website shall also contain a function whereby a Proposed Settlement Class Member or Successor Settlement Class Member may be able to login using the Class Member ID (QR Code or Notice ID + Pin) 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.

5.2.3.5. 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 or Successor 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 or Successor 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 sixty (60) days following 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, Patient Requestor Beneficiary, or Successor 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, potential Patient Requestor Beneficiary, or potential Successor Settlement Class Member may request to be excluded from the Settlement Class by sending a written request for exclusion to “Exclusion Requests – *Landay v. Datavant LLC successor to IOD*, Settlement Administrator” to the address for the Settlement Administrator provided in the Mail Notice. The Proposed Settlement Class Member, potential Patient Requestor Beneficiary, or potential Successor Settlement Class Member opt-out request must contain the Proposed Settlement Class Member’s, potential Patient Requestor Beneficiary’s, or potential Successor Settlement Class Member’s original signature, current postal address and telephone number, and a specific statement that the Proposed Settlement Class Member, potential Patient Requestor Beneficiary, or potential Successor Settlement Class Member wants to be excluded from the Settlement Class, and such further information requested in the Long Form Notice, Patient Mail Notice, and Non-patient 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, Patient Mail Notice and Non-patient 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, potential Patient Requestor Beneficiaries, or potential Successor Settlement Class Members as a group, aggregate, or class involving more than one Proposed Settlement Class Member, potential Patient Requestor Beneficiary, or potential Successor 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 IOD/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, Beneficiaries, or Successors

6.3.1. Any Settlement Class Member, potential Patient Requestor Beneficiary, or potential Successor Settlement Class Member, who wishes to object to the Settlement or any other matters as described in the Patient Mail Notice, Non-patient 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 IOD/Datavant’s Counsel at the addresses provided in the Mail Notice. Additional information may be requested as indicated in the Long Form Notice, Patient Mail Notice, and Non-patient 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, potential Patient Requestor Beneficiary, or potential Successor Settlement Class Member, and/or

his/her/their 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 Notice of Appearance of Counsel with the Clerk of the Court 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. With the assistance of Mediator Honorable Judge (ret.) Lisa Pupo Lenihan, the Parties engaged in mediation on the amount of attorneys' fees and costs. Based upon this mediation, IOD/Datavant has agreed, subject to Court approval, to pay up to \$1,950,000 to Settlement Class Counsel for reasonable attorneys' fees and litigation costs and expenses of no more than \$32,500. This payment will be independent from, and not part of, the Settlement Claims Amount used to pay Settlement Benefits.

8.1.2. Awarded Attorneys' Fees and Expenses will be paid by IOD/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 \$25,000. 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. Based upon these estimates, the Parties believe that the Notice and Administration Expenses will be less than \$140,000. IOD/Datavant shall pay the amount of Notice and Administration Expenses without objection. The payment of the Notice and Administration Expenses by IOD/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 IOD/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

IOD/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. IOD/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:

If to Plaintiff:

If to IOD/Datavant:

James M. Pietz, Esquire
Pietz Law Office
429 Fourth Ave., Suite 1310
Pittsburgh, PA 15219
412-606-8122
E-mail: jpietz@jpietzlaw.com

Paul Lagnese, Esquire
Berger & Lagnese, LLC
Grant Building
310 Grant St., Ste 720
Pittsburgh, PA 15219
412-471-4300
E-mail:
paull@bergerlagnese.com

Leland P. Schermer, 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
simon@marcus-shapira.com

John P. Worgul, Esquire
Feinstein Doyle Payne
& Kravec, LLC
Law & Finance Building
429 Fourth Ave., 13th Floor
Pittsburgh, PA 15219
412-281-8400
Email: jworgul@fdpklaw.com

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

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

IOD/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, IOD/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 IOD/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, IOD/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:

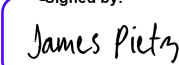
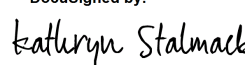
Plaintiff's Counsel On Behalf of Representative Plaintiff Signed by:  1AEC989791B54FE... James M. Pietz Pietz Law Office 429 Fourth Ave., Suite 1310 Pittsburgh, PA 15219 Paul Lagnese Berger & Lagnese Grant Building 310 Grant Street, Suite 720 Pittsburgh PA 15219 John P. Worgul Feinstein Doyle Payne & Kravec, LLC Law & Finance Building 429 Fourth Ave., 13th Floor Pittsburgh, PA 15219 DATE <u>6/8/2026</u>	On Behalf of Datavant, LLC DocuSigned by:  5619F9EA7D8D4A4... Name: Kathryn Stalmack Title: Chief Legal Officer & General Counsel DATE: June 5, 2026
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EXHIBIT A

EXHIBIT A
Long Form Notice

David M. Landay v. Datavant Health LLC, successor to IOD Incorporated, GD-09-012922 (Court of Common Pleas of Allegheny County)

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

YOU MAY BE A PATIENT, INDIVIDUAL, LAWYER, LAW FIRM, OR COMPANY WHO REQUESTED AND PAID FOR COPIES OF CERTAIN MEDICAL RECORDS FROM IOD INCORPORATED (NOW KNOWN AS DATAVANT LLC). YOU HAVE RIGHTS UNDER THE PROPOSED CLASS ACTION SETTLEMENT IF ARE A MEMBER OF THE FOLLOWING GROUP:

All patients, patient representatives, patient designees, including insurance companies and attorneys (including but not limited to, prosecuting, defense, or plaintiffs' attorneys) designated by a patient or patients' agents and representatives to obtain a patient's medical records, who made a request or others who served a subpoena without being designated by a patient ("Record Requests") to a Pennsylvania healthcare provider or facility to obtain copies of medical records and who were charged and paid to IOD Incorporated and or its subsidiaries 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 as was effective between July 15, 2005 and September 3, 2012 with payment of the charges made between July 15, 2025 through September 3, 2012 and that was sent Mail Notice.

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM	If you submit a Proof of Claim as explained in this Notice and that Proof of Claim is approved by the settlement administrator, you can recover 35% of the amounts you paid to IOD (now Datavant) in the form of basic fees, search and retrieval fees, and/or per page copying fees to obtain copies of medical records for such transactions between the time period 2005 to 2012. Payments will be made if the Court approves the settlement after appeals are resolved (if any). The total amount of the amount you may recover is set forth on a Notice Of Class Action Settlement that was mailed to you if IOD/Datavant's records showed that you are a class member. If you did not receive this information, you may contact the Settlement Administrator
EXCLUDE YOURSELF	Receive no settlement payment. This is the only option that allows you to ever be part of any other lawsuit against IOD/Datavant about the claims in this case.
OBJECT	Write to the Court if you disapprove of the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Receive no settlement payment, and you will release any of your claims related to the claims in this case if the Court approves the settlement.

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

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BASIC INFORMATION

1. Why is this Notice being provided?

You may be a member of a class of patients, persons, lawyers, law firms, and companies who requested medical records from a Pennsylvania Health Care Provider and paid IOD Incorporated (now known as Datavant LLC) (“IOD/Datavant”) for providing copies of the records who may be entitled to recover money from this proposed class action settlement.

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

The Court in charge of the case is the Court of Common Pleas of Allegheny County, Pennsylvania (referred to in this notice as the “Trial Court”). The case is known as *David M. Landay v. Datavant LLC, successor to IOD Incorporated*, GD-09-012922 (referred to in this notice as the “Lawsuit”). The people who sued are called Plaintiffs, and the company they sued, IOD (now known as Datavant), is called the Defendant.

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

2. What is this lawsuit about?

The Lawsuit claims that IOD (before it became known as Datavant) failed to comply with a prior version of the Pennsylvania Medical Records Act that was in place until September 3, 2012. The claims are that IOD breached an implied contract by failing to disclose and charge persons or businesses, who had requested copies of medical records, the estimated actual and reasonable expenses for locating, retrieving, reproducing, and transmitting the records.

The claims say that IOD/Datavant is liable to Plaintiff and a proposed class for money damages for alleged overpayments for copies of medical records. The claims say that IOD/Datavant had a contractual duty to comply with the Medical Records Act and that this contractual duty was breached when IOD/Datavant did not base its charges for copies of medical records upon the estimated actual and reasonable expenses of reproduction.

IOD/Datavant denies Plaintiff’s allegations. IOD/Datavant asserts that the Medical Records Act authorized IOD/Datavant to charge the statutory rates that were set forth in the Medical Records Act without regard to their “estimated actual and reasonable expenses.” IOD/Datavant asserts that any payments by the Plaintiffs were consented to and made voluntarily with full knowledge of IOD/Datavant’s charges and, therefore, any claims were barred by reason of “prior approval” or based upon the “voluntary payment doctrine.” IOD/Datavant further

asserts that the charges assessed were based upon IOD/Datavant's own estimated actual and reasonable expenses.

Whether Plaintiffs or IOD/Datavant will ultimately prevail in this Lawsuit remains uncertain. A complete history of the proceedings is provided on this Settlement Website in a documents submitted by Class Counsel in support of preliminary approval of the settlement. The Trial Court has preliminarily approved this Lawsuit to proceed as a class action for settlement purposes only. If the settlement is not approved, the Trial Court will have to decide whether this Lawsuit should be treated as a class action for the purpose of addressing the merits and trying the Lawsuit.

If you want to pursue claims in this case on an individual basis, you should consider retaining an attorney of your own choice and excluding yourself from this class action using the exclusion procedure explained below in the Answer to Question No. 12.

3. Why is this a class action?

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

4. Why is there a settlement?

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

WHO IS A CLASS MEMBER?

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

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

All patients, patient representatives, patient designees, including insurance companies and attorneys (including but not limited to, prosecuting, defense, or plaintiffs' attorneys) designated by a patient or patients' agents and representatives to obtain a patient's medical records, who made a request or others who served a subpoena without being designated by a patient ("Record

Requests”) to a Pennsylvania healthcare provider or facility to obtain copies of medical records and who were charged and paid to IOD Incorporated and or its subsidiaries 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 as was effective between July 15, 2005 and September 3, 2012 with payment of the charges made between July 15, 2025 through September 3, 2012 and that was sent Mail Notice. This definition does not include medical record copying requests that did not require a patient authorization or where the maximum basic, search and retrieval, and reproduction fees as set forth in 42 Pa.C.S. § 6152(a)(2)(i) Pennsylvania Medical Records Act as was effective between July 15, 2005 and September 3, 2012 were not charged and paid, including the following examples (a) requests for radiological images; (b) insurance companies performing auditing functions pursuant to a written contract; (c) healthcare providers or facilities; and (d) governmental entities.

Excluded from the class are also (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.

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

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

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

THE SETTLEMENT BENEFITS—WHAT YOU COULD RECEIVE

7. What can I receive from the settlement?

The proposed settlement provides that, for class members who submit a valid timely claim, the Claimant shall be entitled to receive an amount equal to 35% of the amounts paid for invoiced amounts for basic fees, search and retrieval fees, and/or per page copying fees for each record request made. This is known as the Settlement Benefit. Defendant maintains records of the amount of basic fees, search and retrieval fees, and/or per page copying fees invoiced to and paid by each identified class member for each request. The aggregate Settlement Benefit is calculated based upon these records and is attached to your notice or set forth on your Proof of Claim maintained on the settlement website which you can access using your Class Member ID (QR Code or Notice I.D. + Pin). If you have questions about how the total Settlement Benefit available for you to claim was calculated, by using your Class Member ID you can login at the Settlement Website and review a list of the transactions (“Transaction List”) IOD/Datavant

attributes to record requests and payments you made. If you did not receive a Class Notice in the mail listing your Class Member ID, you should contact the Settlement Administrator.

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

HOW YOU RECEIVE A PAYMENT—SUBMITTING A CLAIM FORM

8. How can I receive a payment?

To receive a payment, you need to complete and submit a Proof of Claim to the Settlement Administrator. For all Class Members, the Proof of Claim form is available on the settlement website at www.IODSettlementPA.com. For patients who directly submitted a medical records request for their own records, or requests made on behalf of a patient for non-commercial purposes, a copy of your Proof of Claim and the instructions for completing it were also attached to the Notice you received by mail and are also available on the settlement website. For other non-patients who submitted a medical records request for the medical records of another person, your Proof of Claim is only available on this Settlement website. You can use your unique Class Member ID to access your Proof of Claim and view a list of medical record transactions you made with IOD.

The Proof of Claim available on the settlement website lists each applicable medical record request transaction you made to IOD according to IOD's records as now maintained by Datavant, including the: Invoice Number for the Record Request(s) IOD/Datavant associates as being made and paid for by a Class Member, the date IOD 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 IOD's records indicates was made to IOD, and the amount of the Settlement Benefit being made available by the Settlement for each Record Request payment attributable to a Settlement Class Member.

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

If you paid IOD 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).**

Your completed Proof of Claim must be received via the settlement website or by mail no later than _____, 2026. To submit a Proof of Claim by mail, you must send the completed Proof of Claim by First Class Mail, Postage Prepaid to PO Box _____. Please note, any Proof of Claim submission made by mail should be made as soon as possible to ensure the Proof of Claim is timely received by the Settlement

Administrator. Proof of Claims must be timely received by the Settlement Administrator regardless of any postmark date associated with the submission of a Proof of Claim form.

9. What is a Patient Requestor Beneficiary or Successor Settlement Class Member under the terms of this Proposed Settlement?

A Patient Requestor Beneficiary or Successor Settlement Class Member means a person that becomes aware of a notice provided to a Proposed Settlement Class Member and certifies on the Proof of Claim they have all rights to a Settlement Benefit of a Proposed Settlement Class Member.

If you believe that you have a right to a Settlement Benefit because you, your former law firm, business, or company were identified as being a Settlement Class Member or is the beneficiary of Settlement Class Member, then you may be entitled to submit a Proof of Claim as a Patient Requestor Beneficiary or Successor Settlement Class Member. The Settlement Administrator may require the submission of additional information to validate claims made by a Patient Requestor Beneficiary or Successor Settlement Class Members.

10. When would I receive my payment?

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

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the settlement?

To exclude yourself from the Settlement Class, also known as opting out or “opt out,” you must

make your request in writing. A request for exclusion must contain the following: (1) a prominent identifying reference to the case as follows: “*David M. Landay v. Datavant LLC, successor to IOD Incorporated*, GD-09-012922”; (2) the Notice ID No. listed on the mail notice (3) identification of whether you make the request for exclusion as a Settlement Class Member, potential Patient Requestor Beneficiary, or potential Successor Settlement Class Member (4) your name; (5) your address; (6) your telephone number; (7) an expression of your desire to opt out or be excluded from the Settlement Class; (8) a short statement why you claim to be a potential Patient Requestor Beneficiary, or potential Successor Settlement Class Member, (9) your signature or the signature of an authorized representative. A separate request for exclusion must be submitted for each Settlement Class Member, potential Patient Requestor Beneficiary, or potential Successor Settlement Class Member who wants to be excluded from the settlement.

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

Exclusion Requests – *Landay v. IOD/Datavant*, Settlement Administrator

[Address]

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

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

13. If I don’t exclude myself, can I sue IOD or Datavant for the same thing later?

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

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

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court appointed these lawyers to represent you and other Class Members. Together, the lawyers are called Class Counsel or Lead Counsel. You will not be charged for these lawyers.

James M. Pietz Pietz Law Office, LLC Law & Finance Building 429 Fourth Ave., Suite 1310 Pittsburgh, PA 15219 Paul Lagnese Berger & Lagnese 310 Grant Street, Suite 720 Pittsburgh PA 15219	John Worgul Feinstein Doyle Payne & Kravec, LLC. Law & Finance Building 429 Fourth Ave., 13 Floor Pittsburgh, PA 15219
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If you want to pursue the claims on your own, you should consider hiring your own lawyer and excluding yourself from this class action to pursue such claims on an individual basis in a separate lawsuit.

16. How will the lawyers be paid?

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

Class Counsel will ask the Court to approve payment in the amount of no more than \$1,950,000 to them for attorneys' fees and costs and expenses of \$32,500. Class Counsel will also ask the Court to approve a payment of \$25,000 to David Landay for his service as Class Representative. The fees and payment would pay Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, as well as negotiating the settlement and monitoring your rights during approval and administration of the settlement. The attorneys' fees, costs, and expenses will not come out of the funds for payments to Settlement Class Members. The Court may award less than the amount requested.

OBJECTING TO THE SETTLEMENT

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

You may remain a member of the Settlement Class and object to the settlement. If you do not exclude yourself from the Settlement Class, you may object to any aspect of the proposed settlement, including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed settlement, the adequacy of the representation by the Class

Representatives or by Class Counsel, or the request of Class Counsel for fees, costs, and expenses and the award to the Class Representative. Each objection must be in writing and include: (1) a heading stating “Notice of Intention to Object” or a statement or heading of similar nature that includes the word “Object” or “Objection” (2) a prominent identifying reference to the case as follows “*David M. Landay v. Datavant LLC, successor to IOD Incorporated*, GD-09-012922”; (3) the Notice ID No. listed on the mail notice; (4) identification of whether you make the objection as a Settlement Class Member, potential Patient Requestor Beneficiary, potential Successor Settlement Class Member, or in another capacity; (5) your name; (6) your address; (7) your telephone number; (8) a statement of each objection being made; (9) state whether the objection applies to the objector, a subset of the class or the entire class (10) a statement indicating whether you intend to appear at the Fairness Hearing; and (11) a list of witnesses whom you may call by live testimony and copies of any documents or papers that you plan to submit.

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

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

THE COURT	CLASS COUNSEL	COUNSEL FOR DATAVANT
In-person or Mail Filings Department of Court Records – Civil Division City-County Building, 1st Floor 414 Grant Street Pittsburgh, PA 15219 Electronic Filing https://dcr.alleghenycounty.us/	Paul Lagnese, Esq. Berger & Lagnese 310 Grant Street, Suite 720 Pittsburgh PA 15219 James M. Pietz, Esquire Law & Finance Building 429 Fourth Ave., Suite 1310 Pittsburgh, PA 15219 John Worgul, Esq. Feinstein Doyle Payne & Kravec, LLC. Law & Finance Building 429 Fourth Ave., 13th Floor Pittsburgh, PA 15219	Leland Schermer, Esquire Matthew B. Simon, Esquire Marcus & Shapira LLP 301 Grant Street, 35th Floor One Oxford Centre Pittsburgh, Pennsylvania 15219-6401

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

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

18. What is the difference between objecting and excluding?

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

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak at the hearing, but you do not have to.

THE COURT'S FAIRNESS HEARING

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

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

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must notify the Court and parties in writing. If you are objecting to the proposed settlement and intend to speak at the Fairness Hearing, please ensure you comply with the requirements under section 17 of this notice.

To speak at the Fairness Hearing you must file a Notice of Intention to Appear with the Court and mail copies to Class Counsel and counsel for Datavant. The Notice of Intention to appear must in writing include: (1) a heading stating “Notice of Intent to Appear” or a statement or heading of similar nature that includes the word “Appear” or “Appearance” (2) a prominent identifying reference to the case as follows: “*David M. Landay v. Datavant LLC, successor to IOD Incorporated*”; (3) your full name, address, telephone number, and signature; and (4) if counsel will appear on your behalf, the counsel’s full name, address, telephone number, and bar identification number.

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

You must file your Notice of Intent to Appear with the Court, and send copies by First Class Mail, postage prepaid, to Class Counsel and counsel for Datavant, at the addresses provided for submitting objections in section 17 of this Notice, so that it is received by _____, 2026. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

IF YOU DO NOTHING

22. What happens if I do nothing?

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

GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the Lawsuit. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Class Counsel at the addresses listed in Question 15. You can also visit www.IODSettlementPA.com.

24. How do I get more information?

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

Date: **Month 00, 0000.**

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

EXHIBIT B

Class Member ID:

PIN:

QR Code:

Class Member's Name:

PATIENT NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

David M. Landay v. Datavant LLC, successor to IOD Incorporated, GD-09-012922
(Court of Common Pleas of Allegheny County, Pennsylvania)

IOD/Datavant'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 Datavant LLC, successor to IOD Incorporated. This lawsuit claims that IOD (before it became known as Datavant) failed to comply with the Pennsylvania Medical Records Act (MRA) between July 15, 2005, and September 3, 2012. The claims are that IOD overcharged persons, including businesses, that paid for copies of medical records from Pennsylvania Hospitals and Healthcare Providers. The Plaintiffs allege that IOD, instead of charging persons the estimated actual and reasonable expenses for locating, retrieving, reproducing, and transmitting the records, automatically charged and then collected from persons the maximum charges possible under the MRA. The claims say that IOD/Datavant is liable to Plaintiff and a proposed class for money damages for the alleged overpayments. The Defendants deny that they violated any law or overcharged any individual or entities but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? You are receiving this Notice because you have been identified from the records of IOD (now maintained by Datavant, LLC) as a (i) patient or (ii) a non-commercial requestor who requested and paid IOD for copies of 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 representatives, patient designees, including insurance companies and attorneys (including but not limited to, prosecuting, defense, or plaintiffs' attorneys) designated by a patient or patients' agents and representatives to obtain a patient's medical records, who made a request or others who served a subpoena without being designated by a patient ("Record Requests") to a Pennsylvania healthcare provider or facility to obtain copies of medical records and who were charged and paid to IOD Incorporated and or its subsidiaries 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 as was effective between July 15, 2005 and September 3, 2012 with payment of the charges made between July 15, 2025 through September 3, 2012 and that was sent Mail Notice.

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 35% of the amounts paid to IOD 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 amount of basic fees, search and retrieval fees, and/or per page copying fees invoiced to and paid by each identified class member for each request. The aggregate Settlement Benefit as calculated based upon these records is set forth on the attached Proof of Claim or on your Proof of Claim maintained on the settlement website which you can access using your Class Member ID (QR Code or 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 to access and review a list of the transactions (the “Transaction List”) IOD/Datavant 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.

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 [REDACTED]. You can do this by submitting a claim on the settlement website, located at www.IODSettlementPA.com (the “Settlement Website”), using the Class Member ID (QR Code or Notice I.D. + Pin) located above. You can also do this by mailing your completed Proof of Claim to the Settlement Administrator. Any Proof of Claim submission made by mail should be made as soon as possible to ensure the Proof of Claim is timely received by the Settlement Administrator. A copy of your Proof of Claim is attached to this Notice. Your payment will come by check unless you submit your claim online and elect to receive payment electronically. Only one claim may be submitted per Class Member ID although the claim may involve payments you made to IOD for one or more transactions associated to you. You can choose to seek reimbursement for all transactions associated with your Class Member ID, or select to be reimbursed only for certain transactions from the Transaction List via the Settlement Website, and in either case, you can obtain further information about each transaction by visiting the Settlement Website. If you believe that you have a right to a Settlement Benefit because you are the beneficiary of Settlement Class Member, then you may be entitled to submit a Proof of Claim as a Patient Requestor Beneficiary. You can **ONLY** do this by submitting a claim on the Settlement Website.

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 [REDACTED]. 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 [REDACTED]. 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: James M. Pietz, Esq., Paul Lagnese, Esq. and John Worgul, Esq. 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 [REDACTED] on [REDACTED]. 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 \$25,000 from IOD/Datavant for his service in helping to bring and settle this case. Class Counsel may request reasonable attorneys' fees in an amount of \$1,950,000 to be paid by Datavant but the Court may award less than this amount. Class Counsel may also seek reimbursement of reasonable costs and expenses of \$32,500 to be paid by Datavant, as approved by the Court. Neither will affect the amount of your Settlement Benefit.

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

PROOF OF CLAIM

Notice ID: PIN: QR Code: Class Member's Name:	Total Settlement Benefit Available to Claim: Total Number of Transactions:
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Landay v. Datavant LLC, successor to known as IOD Incorporated, GD No. 09-012922

Court of Common Pleas of Allegheny County

COMPLETE IN ORDER TO BE ELIGIBLE TO RECEIVE PAYMENT FOR THE RETURN OF CERTAIN CHARGES FOR THE REQUEST OF MEDICAL RECORDS

THERE ARE TWO WAYS YOU CAN PROVIDE A COMPLETED PROOF OF CLAIM TO THE SETTLEMENT ADMINISTRATOR.

THE FIRST WAY TO SUBMIT A PROOF OF CLAIM IS ON THE SETTLEMENT WEBPAGE: WWW.IODSETTLEMENTPA.COM BY USING YOUR CLASS MEMBER ID (QR Code or Notice I.D. + Pin). YOUR SIGNED, COMPLETED PROOF OF CLAIM MUST BE SUBMITTED TO THE SETTLEMENT ADMINISTRATOR ELECTRONICALLY, NO LATER THAN _____, 2022.

THE SECOND IS THAT YOU MAY COMPLETE AND SUBMIT THIS PROOF OF CLAIM BY FIRST CLASS U.S. MAIL, POSTAGE PAID, AND RECEIVED BY THE SETTLEMENT ADMINISTRATOR ON OR BEFORE _____ ADDRESSED AS FOLLOWS:

Landay v. Ciox Health LLC, successor to IOD Incorporated
CLAIMS ADMINISTRATOR

C/O _____

INSTRUCTIONS

1. You must: (a) complete all applicable portions of this Proof of Claim; (b) sign the Proof of Claim under penalty of perjury; and (c) follow all the instructions herein, before submitting.

2. If you need information about the medical record requests that you requested and that you paid for according to IOD's records, you may use your Class Member ID (QR Code or Notice I.D. + Pin) set forth above to access your account at the Settlement Website and view your Transaction List. Your Transaction List shows the following information for each transaction:

Invoice Number for the Record Request(s) IOD/Datavant associates as being made and paid for by a Class Member, the date IOD 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 IOD's records indicates was made to IOD, and the amount of the Settlement Benefit being made available by the Settlement for each Record Request payment attributable to a Settlement Class.

3. If you review the Transaction List online and determine you desire to only submit a claim for a limited number of transactions, you must electronically submit the Proof of Claim on the Settlement Website and select the specific transactions for which you claim reimbursement. You may still submit a claim form online for all transactions as well.

4. You have a right to elect to receive your Settlement Benefit payment by one of six different methods, including by: (1) a paper check sent via mail; (2) Zelle, (3) PayPal, (4) Venmo, (5) electronic Mastercard, and (6) ACH. If you want payment method other than by a paper check, you must electronically submit the Proof of Claim on the Settlement Website because you must submit further information with your Proof of Claim so that the Settlement Administrator can process your payment.

**ACCURATE CLAIMS PROCESSING TAKES TIME.
YOUR PATIENCE IS APPRECIATED.**

PROOF OF CLAIM

Name(s)(pre-printed)

Current Address (pre-printed)

If this address is incorrect, please correct in the space below:

PATIENT REQUEST CERTIFICATION

I, _____, certify that:

☐ I am identified as Class Member ID No. [Notice ID of Class Member] on the Notice of Class Action Settlement.

☐ I have not assigned my claims to any person, and to my knowledge, no other person has submitted a Proof of Claim related to my medical records requests.

☐ I assert a claim for the Total Settlement Benefit Available to Class Member ID No. [Notice ID of Class Member].

☐ I understand that claims may be audited for veracity and accuracy. I agree to provide in a timely manner any additional necessary information within my possession as is reasonably requested by the Claims Administrator to validate my claim, and I understand that my claim may be rejected if I fail to respond to a request by the Claims Administrator for additional information.

Disclosure: By signing below, I declare that I have read the terms and conditions of the class action settlement and this Proof of Claim and that the information provided is true and correct to the best of my knowledge, under penalty of perjury.

Signature

Dated ____ - ____ - ____ (MM-DD-YY)

Printed Name: _____

EXHIBIT C

Notice ID:

PIN:

QR Code

Class Member's Name:

NON-PATIENT NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

David M. Landay v. Datavant LLC, successor to IOD Incorporated, GD-09-012922

(Court of Common Pleas of Allegheny County, Pennsylvania)

IOD/Datavant'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 Datavant LLC, successor to IOD Incorporated. This lawsuit claims that IOD (before it became known as Datavant) failed to comply with the Pennsylvania Medical Records Act (MRA) between July 15, 2005, and September 3, 2012. The claims are that IOD overcharged persons, including businesses, that paid for copies of medical records from Pennsylvania Hospitals and Healthcare Providers. The Plaintiffs allege that IOD instead of charging persons the estimated actual and reasonable expenses for locating, retrieving, reproducing, and transmitting the records, automatically charged and then collected from persons the maximum charges possible under the MRA. The claims say that IOD/Datavant is liable to Plaintiff and a proposed class for money damages for the alleged overpayments. The Defendants deny that they violated any law or overcharged any individual or entities but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? You are receiving this Notice because you have been identified from the records of IOD (now maintained by Datavant Health, LLC) as a person, lawyer, law firm, or business who requested and paid IOD 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 representatives, patient designees, including insurance companies and attorneys (including but not limited to, prosecuting, defense, or plaintiffs' attorneys) designated by a patient or patients' agents and representatives to obtain a patient's medical records, who made a request or others who served a subpoena without being designated by a patient ("Record Requests") to a Pennsylvania healthcare provider or facility to obtain copies of medical records and who were charged and paid to IOD Incorporated and or its subsidiaries 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 as was effective between July 15, 2005 and September 3, 2012 with payment of the charges made between July 15, 2025 through September 3, 2012 and that was sent Mail Notice.

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 35% of the amounts paid to IOD

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 amount of basic fees, search and retrieval fees, and/or per page copying fees invoiced to and paid by each identified class member for each request. The aggregate Settlement Benefit as calculated based upon these records is attached to this notice and set forth on your Proof of Claim maintained on the settlement website which you can access using your Class Member ID (QR Code or 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 above you can login at the Settlement Website and review a list of the transactions (“Transaction List”) IOD/Datavant 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 [REDACTED]. You can **ONLY** do this by submitting a claim on the settlement website, located at www.IODSettlementPA.com (the “Settlement Website”). You can submit a claim on the website using the Class Member ID (QR Code or 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 although the claim may involve payment you made to IOD/Datavant for one or more transactions associated to you. You can choose to seek reimbursement for all transactions associated with your Class Member ID, or select to be reimbursed only for certain transactions from the Transaction List via the Settlement Website, and in either case, you can obtain further information about each transaction by visiting the Settlement Website.

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 [REDACTED]. 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 [REDACTED]. 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: James M. Pietz, Esq., Paul Lagnese, Esq. and John Worgul, Esq. 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 [REDACTED] on [REDACTED]. 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 \$25,000 from IOD/Datavant for his service in helping to bring and settle this case. Class Counsel may request reasonable attorneys' fees in an amount of \$1,950,000 to be paid by Datavant but the Court may award less than this amount. Class Counsel may also seek reimbursement of reasonable costs and expenses of \$32,500 to be paid by Datavant, as approved by the Court. Neither will affect the amount of your Settlement Benefit.

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

YOUR SETTLEMENT BENEFIT

Notice ID: PIN: QR Code: Class Member's Name:	Total Settlement Benefit Available to Claim: Total Number of Transactions:
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EXHIBIT D

PROOF OF CLAIM

Name(s)(pre-printed)

Current Address (pre-printed)

If this address is incorrect, please correct in the space below:

ELECTRONIC PROOF OF CLAIM

[PUT THE BENEFIT AND TRANSACTION INFO IN THE PRE-POPULATED CONTACT INFO PAGE ON THE RIGHT SIDE – FIRST THING THEY SEE]

Notice ID:	Total Settlement Benefit Available to
PIN:	Claim:
Class Member's Name:	Total Number of Transactions:

Landay v. Datavant LLC, successor to IOD Incorporated, GD No. 09-012922

Court of Common Pleas of Allegheny County

COMPLETE IN ORDER TO BE ELIGIBLE TO RECEIVE PAYMENT FOR THE RETURN OF CERTAIN CHARGES FOR THE REQUEST OF MEDICAL RECORDS

YOUR SIGNED, COMPLETED PROOF OF CLAIM MUST BE SUBMITTED TO THE SETTLEMENT ADMINISTRATOR ELECTRONICALLY NO LATER THAN _____, 202 .

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 THE SETTLEMENT BENEFITS IN THEIR CLIENT TRUST ACCOUNT AND RETURN THE FUNDS TO THEIR CLIENT(S).

INSTRUCTIONS

1. You must: (a) complete all applicable portions of this Proof of Claim; (b) sign the Proof of Claim under penalty of perjury; and (c) follow all the instructions herein, before submitting.

2. The Proof of Claim set forth below includes a list of all transactions attributable to your requests for medical records according to IOD/Datavant's records ("Transaction List"). You must review the Transaction List below. If you will claim the settlement benefit associated with all your identified transactions, then you need only to press the Select All box at the bottom of the Transaction List. If you will claim the settlement benefit associated with only certain transactions, select the transactions for which you would like to receive a settlement benefit. After making your selection(s), a summary of the selected transactions and settlement benefits from the Transaction List will be provided before you finalize submission of your Proof of Claim.

3. You must also complete the Proof of Claim as follows:
[Display where strat0cd = "PAT"]

- If you were provided a Patient Mail Notice, you must complete and sign the Patient Requestor Certification. The Patient Mail Notice does not necessarily indicate you are or were a patient of a Healthcare provider but is the method of notice the parties have designated you to make a claim for Settlement benefits and the process to obtain those benefits based on how IOD invoiced for a record request.
- If you became aware of the Class Notice provided to a Proposed Settlement Class Member and you contend you have all rights to a Settlement Benefit of a Proposed Settlement Class Member, you will have the option to complete and sign the Patient Requestor Beneficiary Certification, upon indicating such immediately below..

a.

☐ I am identified as Class Member ID No. [Notice ID of Class Member] on the Notice of Class Action Settlement. [PATIENT REQUESTOR CERTIFICATION]

OR

b.

☐ I have the authority to file a claim on the behalf of the Class Member [Class Member Name], ID No. [Notice ID of Class Member] on the Notice of Class Action Settlement [PATIENT REQUESTOR BENEFICIARY CERTIFICATION]

[Display where strat0cd != "PAT"]

- If you were provided a Non-patient Mail Notice you must complete and sign the Non-patient Requestor Certification. The Non-patient Mail Notice does not necessarily indicate you are or were a non-patient of a Healthcare provider, but is the method of notice the parties have designated to provide to you to make a claim

for Settlement Benefits and the process to obtain those benefits based on how IOD invoiced for a record request.

- If you became aware of the Class Notice provided to a Proposed Settlement Class Member and you contend you have all rights to a Settlement Benefit of a Proposed Settlement Class Member, you will have the option to complete and sign the Successor Class Member Certification, upon indicating such immediately below..

a.

☐ I am, my law practice, or my business, is identified as Class Member ID No. [Number Populated Specific to Class Member] (“Claimant”) on the Notice of Class Action Settlement. To the extent the claimant is an entity, such as a corporation, limited liability company, or partnership, I have an ownership interest in the entity. [NON-PATIENT REQUESTOR REQUEST CERTIFICATION]

OR

b.

☐ I am an employee of [FIELD FOR CLASS MEMBER TO INSERT NAME OF BUSINESS] (“Successor Class Member”), and I am authorized to act on its behalf for purposes of disclosing relevant information and submitting a Claim for Settlement Benefits. [SUCCESSOR CLASS MEMBER CERTIFICATION]

NEXT PAGE

4. You must select your preferred payment method and complete any information associated with that payment method. You have a right to elect to receive your Settlement Benefit payment by one of six different methods, including by: (1) a paper check sent via mail; (2) Zelle, (3) PayPal, (4) Venmo, (5) electronic Mastercard, and (6) ACH. Any method of payment, other than paper check may have fees and costs associated with it that may reduce Settlement Benefits you claim and receive and will be disclosed at the time you select any method of payment to receive your claimed Settlement Benefits.

**ACCURATE CLAIMS PROCESSING TAKES TIME.
YOUR PATIENCE IS APPRECIATED.**

PAYMENT METHOD

I would like to receive my Settlement Benefit by (depending on your selection, additional information may be requested):

- ☒ paper check sent via mail
- ☐ Zelle digital payment application
- ☐ PayPal digital payment application
- ☐ Venmo digital payment application
- ☐ Electronic Mastercard
- ☐ ACH

PLEASE NOTE: IF NO PAYMENT SELECTION IS MADE, OR THE PAYMENT INFORMATION PROVIDED IS INVALID, PAYMENT WILL BE MADE VIA PAPER CHECK

[NEXT PAGE]
TRANSACTION LIST

TO SELECT A SETTLEMENT BENEFIT FOR ALL TRANSACTIONS YOU CAN HIT THE SELECT ALL BUTTON AT THE END OF YOUR TRANSACTION LIST

IF YOU WANT TO SELECT A SETTLEMENT BENEFIT FOR ONLY CERTAIN TRANSACTIONS ON YOUR TRANSACTION LIST THEN CHECK THE “SELECT REQUEST” BUTTON NEXT TO THE TRANSACTION

IF YOU DO NOT CHECK A BOX ASSOCIATED WITH A TRANSACTION, YOU WILL NOT OBTAIN A SETTLEMENT BENEFIT ASSOCIATED WITH THAT TRANSACTION

Select Request	Invoice No.	Invoice Date	Patient Name	Healthcare Facility	Amount Invoiced	Settlement Benefit Per Transaction

SELECT ALL

PATIENT REQUESTOR CERTIFICATION

I, _____, certify that:

1.

☐ I am identified as Class Member ID No. [Notice ID of Class Member] on the Notice of Class Action Settlement.

2.

☐ I have not assigned my claims to any person, and to my knowledge, no other person has submitted a Proof of Claim related to my medical record requests.

3.

☐ I assert a claim for the Settlement Benefit available for the transactions I selected on the Transaction List.

4.

☒ I understand that claims may be audited for veracity and accuracy. I agree to provide in a timely manner any additional necessary information within my possession as is reasonably requested by the Claims Administrator to validate my claim, and I understand that my claim may be rejected if I fail to respond to a request by the Claims Administrator for additional information.

Disclosure: By signing below, I declare that I have read the terms and conditions of the class action settlement and this Proof of Claim and that the information provided is true and correct to the best of my knowledge, under penalty of perjury.

Signature

Dated ____ - ____ - ____ (MM-DD-YY)

Printed Name: _____

PATIENT REQUESTOR BENEFICIARY CERTIFICATION

I, [NAME FIELD], certify that:

1.

☐ I have the authority to file a claim on the behalf of the Class Member [Class Member Name], ID No. [Notice ID of Class Member] on the Notice of Class Action Settlement.

2.

☐ I have obtained all, complete, and undivided rights of Class Member, [INSERT ORIGINAL CLASS MEMBER NAME] having Class Member ID No. [ORIGINAL NOTICE ID] ("Class Member"), associated with the Class Member's payment of monies to IOD during the period of July 1, 2005, and September 3, 2012.

3.

☐ I have not assigned my claims to any person, and to my knowledge, no other person has submitted a Proof of Claim related to the deceased, [INSERT ORIGINAL CLASS MEMBER NAME], Settlement Benefits.

4.

☐ I assert a claim for the Settlement Benefit available for the transactions I selected on the Transaction List.

5. Please provide appropriate documentation that shows you obtained the rights of Class Member [INSERT ORIGINAL CLASS MEMBER NAME] to the Settlement Benefits made available on the Transaction List. The documentation will be reviewed when received. You may be contacted by the Settlement Administrator with additional questions, if necessary. [Allow Class members to upload documents]

6.

☒ I understand that claims may be audited for veracity and accuracy. I agree to provide in a timely manner any additional necessary information within my possession as is reasonably requested by the Claims Administrator to validate my claim, and I understand that my claim may be rejected if I fail to respond to a request by the Claims Administrator for additional information.

Disclosure: By signing below, I declare that I have read the terms and conditions of the class action settlement and this Proof of Claim and that the information provided is true and correct to the best of my knowledge, under penalty of perjury.

Signature

Dated ____ - ____ - ____ (MM-DD-YY)

Printed Name: _____

NON-PATIENT REQUESTOR CERTIFICATION

I, _____, certify that:

1.

☐ I am, my law practice, or my business, is identified as Class Member ID No. [Notice ID of Class Member] (“Claimant”) on the Notice of Class Action Settlement. To the extent the claimant is an entity, such as a corporation, limited liability company, or partnership, I have an ownership interest in the entity.

2.

☐ I am authorized to act on Claimant’s behalf for purposes of disclosing relevant information and submitting a Claim for Settlement Benefits.

3.

☐ Claimant has not assigned his/her/its claims to any person or entity, and to my knowledge, no other person or entity has submitted a Proof of Claim related to Claimant’s medical record requests.

4.

☐ Claimant asserts a claim for the Settlement Benefit available for the transactions I selected on the Transaction List.

5.

☐ Claimant understands that claims may be audited for veracity and accuracy. Claimant agrees to provide in a timely manner any additional necessary information within its possession as is reasonably requested by the Claims Administrator to validate its claim, and Claimant understands that its claim may be rejected if Claimant fails to respond to a request by the Claims Administrator for additional information.

Disclosure: By signing below, I declare that I have read the terms and conditions of the class action settlement and this Proof of Claim and that the information provided is true and correct to the best of my knowledge, under penalty of perjury.

Signature

Dated ____ - ____ - ____ (MM-DD-YY)

Printed Name: _____

SUCCESSOR CLASS MEMBER CERTIFICATION

I, [Name of Successor Business], certify that:

1.

☐ I am an employee of [Name of Successor Business] (“Successor Class Member”), and I am authorized to act on its behalf for purposes of disclosing relevant information and submitting a Claim for Settlement Benefits.

2a.

☐ I am, my law practice, or my business, is [Name of Successor Business] (“Successor Class Member”). To the extent Successor Class Member is an entity, such as a corporation, limited liability company, or partnership, I have an ownership interest in the entity. [Proceed to #3-6 and attestation below]

OR

2b.

☐ I am an employee of [Name of Successor Business] (“Successor Class Member”), and I am authorized to act on its behalf for purposes of disclosing relevant information and submitting a Claim for Settlement Benefits. [Proceed to #3-6 and attestation below]

3.

☐ Successor Class Member has obtained all, complete, and undivided rights of Class Member (law practice / business) [INSERT ORIGINAL CLASS MEMBER NAME] having Class Member ID No. [ORIGINAL NOTICE ID] (“Class Member”), associated with the Class Member’s payment of monies to IOD during the period of July 1, 2005, and September 3, 2012.

4.

☐ Successor Class Member has not assigned its claims to any person or entity, and to my knowledge, no other person or entity has submitted a Proof of Claim related to Class Member’s Settlement Benefits.

5.

☐ Successor Class Member asserts a claim for the Settlement Benefit available for the transactions I selected on the Transaction List.

6.

☐ Successor Class Member understands that claims may be audited for veracity and accuracy. Successor Class Member agrees to provide in a timely manner any additional necessary information within its possession as is reasonably requested by the Claims Administrator to validate its claim, and Successor Class Member understands that its claim may be rejected if

Successor Class Member fails to respond to a request by the Claims Administrator for additional information.

Disclosure: By signing below, I declare that I have read the terms and conditions of the class action settlement and this Proof of Claim and that the information provided is true and correct to the best of my knowledge, under penalty of perjury.

Signature

Dated ____ - ____ - ____ (MM-DD-YY)

Printed Name: _____

Once class members click submit, there will be a pop up listing all the transactions they have selected.

Review Selected Transactions

Message:

The transactions below will be included with your claim submission. Please review the list carefully and confirm that all intended transactions are selected before submitting.

Selected Transactions

(Display list of selected transactions here.)

Are you ready to submit your claim?

Buttons:

- **Yes, Submit Claim**
- **No, Return to Claim**