

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE GEISINGER SYSTEM
SERVICES AND EVANGELICAL
COMMUNITY HOSPITAL
HEALTHCARE WORKERS
ANTITRUST LITIGATION

No. 4:21-cv-00196

Chief Judge Matthew W. Brann

FINAL JUDGMENT

This matter has come before the Court to determine whether there is any cause why this Court should not approve the settlements between Plaintiffs Nichole Leib and Kevin Brokenshire (together, “Plaintiffs”), individually and on behalf of the Settlement Class they seek to represent, and Defendants Geisinger System Services and Evangelical Community Hospital (together, “Defendants”), set forth in the Settlement Agreements. The Court, after carefully considering all papers filed and proceedings held herein and otherwise being fully informed in the premises, has determined (1) that the settlements should be approved, and (2) that there is no just reason for delay of the entry of this Final Judgment approving the Settlement Agreements.¹ Accordingly, the Court directs entry of Judgment, which shall constitute a final adjudication of this case on the merits as to both Defendants in accordance with the terms of the Settlement Agreements.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Court has jurisdiction over the subject matter of the Action and over all parties to the Settlement Agreements, including all members of the Settlement Class.

¹ Note, for ease of reference, and because the Settlement Agreements (“SA”) are similarly structured, citations to provisions in the Settlement Agreements will cite to a single agreement unless expressly identified otherwise.

2. The Court incorporates in this Final Judgment the definitions of terms set forth in the Settlement Agreements, *see* Dkt. 246-1 (Evangelical) and Dkt. 246-2 (Geisinger), as though they were fully set forth in this Final Judgment. Specifically, “Settlement Class” as defined in the Settlement Agreements means:

all natural persons who worked as Healthcare Workers (as defined herein)² at Geisinger or Evangelical’s facilities located in Union, Snyder, Northumberland, Montour, Lycoming and Columbia counties in the Commonwealth of Pennsylvania (“Class Counties”) from January 1, 2014 through August 5, 2020. Excluded from the Settlement Class are members of Geisinger’s and Evangelical’s boards of directors, Geisinger’s and Evangelical’s C-Suite Executives (as defined herein),³ and any and all judges assigned to hear or adjudicate any aspect of this litigation and their judicial staff.

3. The “Class” or “Settlement Class Member” means “a Person who falls within the definition of the Settlement Class and who does not timely

² The term “Healthcare Workers” is defined as nurses, physicians, advanced practitioners, medical support personnel, and Other Healthcare Professionals. SA ¶1(t). The term “Other Healthcare Professionals” refers to health technicians, therapists, healthcare managers, or other healthcare professionals who contribute to the healthcare system in various capacities. Examples of “Other Healthcare Professionals” can be found in the Expert Report of Professor Edward Leamer, Ph.D. ¶¶ 21-24 & Exhibit 4 (dated January 16, 2024) (ECF Nos. 177, 178). *See* SA ¶1(x).

³ The term “C-Suite Executives” refers to those executives responsible for day-to-day operation of either Geisinger or Evangelical with job titles including, but not limited to, “Chief,” “Executive,” “CMO,” “CNO,” and “President.” Such personnel are identifiable via Defendants’ wage data.

and validly elect to be excluded from the Class in accordance with the procedure to be established by the Court.”

4. The person identified in the Exclusion Summary, attached as **Exhibit A**, has validly requested exclusion from the Settlement Class and therefore is excluded. Such person is not included in or bound by this Final Judgment to the extent they have requested exclusion from the settlements relating to Defendants. Such person shall not receive any of the proceeds obtained through the Settlement Agreements to the extent she has requested exclusion from the settlements related to Defendants.
5. The Court finally approves and confirms the settlements set forth in the Settlement Agreements and finds that said settlements are, in all respects, fair, reasonable and adequate to the Settlement Class pursuant to Federal Rule of Civil Procedure (“Rule”) 23.
6. The Court finds that the dissemination of the Class Notice in accordance with the Court’s Preliminary Approval Order constituted the best notice practicable under the circumstances and fully satisfied the requirements of Rule 23 and due process.
7. The Court certifies the Settlement Class in accord with Rule 23 and finds that it satisfies all prerequisites for settlement class certification.

8. The Court approves the Plan of Allocation as fair, reasonable, and adequate.
9. This Action is dismissed with prejudice and on the merits, and except as otherwise provided in this Action, each party to bear its own costs and attorneys' fees except as provided by the Settlement Agreements and the Court's orders.
10. All persons who are Releasors are hereby barred and enjoined from commencing, prosecuting or continuing, either directly or indirectly, against the Releasees, in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or in the future may have, arising out of or related to any of the Released Claims as defined in the Settlement Agreements.
11. The Releasors hereby and forever release and discharge the Releasees with respect to the Released Claims as defined in the Settlement Agreements.
12. Without affecting the finality of the Court's judgment in any way, the Court retains continuing and exclusive jurisdiction over the Settlements and the Settlement Agreements, including all future proceedings concerning the administration, interpretation, consummation, and enforcement of the Settlement Agreements.

13. This document constitutes a final judgment and separate document for the purposes of Rule 58(a).
14. The Court finds, pursuant to Rules 54(a) and (b), that there is no just reason for delay in the entry of this Judgment, as a Final Judgment, as to Plaintiffs and the Settlement Class and Defendants. Accordingly, the Court directs the Clerk to enter Judgment forthwith.

IT IS SO ORDERED.

Dated: March 16, 2026

BY THE COURT:

s/ Matthew W. Brann

Matthew W. Brann
Chief United States District Judge