

**IN THE CIRCUIT COURT
OF NICHOLAS COUNTY, WEST VIRGINIA**

**DAVID COGAR,
On behalf of himself and all
others similarly situated,**

Plaintiff,

**Civil Action No.: 34-2024-91
Judge Gregory A. Tucker**

v.

**WEST VIRGINIA UNITED HEALTH
SYSTEM, INC., d/b/a WVU MEDICINE,
HERBERT J. THOMAS MEMORIAL
HOSPITAL ASSOCIATION d/b/a THOMAS
HOSPITALS, CREDIT SOLUTIONS, LLC, and
JOHN DOE,**

Defendants.

CLASS SETTLEMENT AND RELEASE AGREEMENT

1. PARTIES

This Class Settlement and Release Agreement (the “Agreement”, “Settlement”, or “Settlement Agreement”) is made and entered into, as defined herein, by and between (i) Plaintiff David Cogar (“Plaintiff” or “Class Representative”), acting individually and as representative of the Settlement Class, as defined herein (the “Settlement Class” or “Class Members”), and (ii) Defendant West Virginia United Health System, Inc. d/b/a West Virginia University Health System, incorrectly identified as West Virginia United Health System, Inc., d/b/a WVU Medicine (“WVU”), Defendant Herbert J. Thomas Memorial Hospital Association d/b/a Thomas Hospitals (“Thomas Hospital”) and Defendant Credit Solutions, LLC (“Credit Solutions”). The parties to this Agreement are collectively referred to as the “Parties” or individually as a “Party.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as the term is defined below), upon and subject to the terms and

conditions of this Settlement Agreement, and subject to the final approval of the Court.

2. RECITALS

- 2.1. On October 22, 2024, Plaintiff filed his Class Action Complaint (the “Complaint”) against Defendants, case number 34-2024-C-91, in Nicholas County, West Virginia, captioned *David Cogar v. West Virginia United Health System, Inc., d/b/a WVU Medicine, Herbert J. Thomas Memorial Hospital Association, d/b/a Thomas Hospitals, Credit Solutions, LLC, and John Doe* (“the Action”). In the Complaint, Plaintiff alleged that Defendants violated the West Virginia Consumer Credit Protection Act (“WVCCPA”) by attempting to collect from the proposed class of West Virginia consumers remaining balances owed on medical debt that was the responsibility of, and should have been paid for by, Workers’ Compensation (otherwise known as “balance billing”). Plaintiff alleged that this practice is statutorily prohibited and unlawful.
- 2.2. The parties subsequently informally exchanged, subject to an entered protective order, individual and class discovery and negotiated their claims and resolved them with the assistance of one session with mediator Charles Piccarillo on September 18, 2025.
- 2.3. Defendants deny any and all allegations and claims asserted against them in the Action, deny any and all wrongdoing and/or liability, and deny that Plaintiff and the Class Members are entitled to any relief. Neither the fact nor the terms of this Agreement shall be used, offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement.

- 2.4. Notwithstanding the above, without admitting or conceding any wrongdoing or liability, and solely in order to avoid the cost, burden, expense, and uncertainty of further litigation, the Parties desire to compromise and settle the Action and have reached this Agreement to resolve the disputes between them, pending approval of the Court, and to achieve complete peace.
- 2.5. The Parties and their counsel agreed to settle this Action on the terms set forth herein and to have judgment entered pursuant to this Settlement Agreement without trial or adjudication of any issue of fact or law excepting approval of this Agreement.
- 2.6. Plaintiff's Motion for Preliminary Approval will include a request for the Court to certify the Settlement Class, comporting with the definition agreed-upon by the Parties and mirroring the definition set forth in Section 4.1 below. This Settlement Agreement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein.
- 2.7. Defendants have agreed to create a Total Settlement Fund of seven hundred seventy-five thousand dollars (\$775,000), which shall be used to pay the Settlement Class Members, Attorney's Fees and Expenses, Incentive Award, and Administrative Costs. Defendants have also agreed to refund or credit any amounts paid by Settlement Class Members on the Class accounts, and may have already refunded or credited these amounts, and provide confirmation of same to Class Counsel.
- 2.8. Now therefore, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Agreement, and subject to the terms and

conditions set forth herein and the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice on a class-wide basis.

3. **DEFINITIONS**

As used herein, the following terms have the meanings set forth below.

- 3.1. “Action” means the civil action styled *David Cogar v. West Virginia United Health System, Inc., d/b/a WVU Medicine, Herbert J. Thomas Memorial Hospital Association, d/b/a Thomas Hospitals, Credit Solutions, LLC, and John Doe*, Case No. CC-34-2024-C-91, pending in Nicholas County Circuit Court.
- 3.2. “Administrative Costs” means all reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting Settlement Class Members, escrowing funds, and issuing and mailing Settlement Payments.
- 3.3. “Agreement” or “Settlement” or “Settlement Agreement” means this Class Settlement Agreement and Release, including all exhibits thereto.
- 3.4. “Attorney’s Fees and Expenses” means such funds as may be awarded to Class Counsel by the Court to compensate them (and all other attorneys for Plaintiff or the Settlement Class) for their fees and all expenses incurred by Plaintiff or Class Counsel in connection with the Action.
- 3.5. “Class Accounts” means the 198 accounts identified by Defendants as belonging to the Settlement Class Members,

- 3.6. “Class Counsel” or “Plaintiff’s Counsel” means the law firms of Bailey Glasser, LLP and Stewart/Bell, PLLC.
- 3.7. “Class Notice” or “Notice” means the notice of this proposed Settlement Agreement, described in Section 10 of this Agreement, to be provided to potential Settlement Class Members, which will notify potential Settlement Class Members about, among other things, their rights to opt out or object to the Settlement, the preliminary approval of the Settlement, and the scheduling of the Final Approval Hearing.
- 3.8. “Class List” or “Notice List” means the confidential list of individuals who are within the Settlement Class, as defined below, together with the relevant information concerning the Class Accounts, including the account holders’ names, last known mailing addresses, email addresses (if available), telephone numbers (if available), and social security numbers (if available).
- 3.8. “Notice Plan” means and refers to the plan to disseminate the Class Notice to the Settlement Class that comports with due process as described in Section 10.
- 3.9 “Class Period” means the period from October 22, 2020, through the issuance of the Preliminary Approval Order, as defined in Section 3.19 of this Agreement.
- 3.10. “Settlement Fund” or “Total Settlement Fund” means the total aggregate common fund that Defendants will be obligated to pay by operation of this Settlement Agreement if it receives final approval from the Court and the Final Approval Order becomes final. The Settlement Fund equals seven hundred seventy-five thousand U.S. dollars (\$775,000) and will be used to pay the Settlement Class Members, Attorney’s Fees and Expenses, Incentive Award, and Administrative Costs. The

Settlement Fund is Defendants' maximum and exclusive payment obligation under this Settlement Agreement to settle the Action in full. The Settlement Fund is a non-reversionary fund such that all portions of the fund will be used to pay the Class Members, Attorney's Fees and Expenses, Incentive Awards, and Administrative Costs. Any excess funds after payment of the above will be made payable to a *cy pres* Recipient, as set forth in Section 6.3. No part of the Settlement Fund will revert to Defendants.

- 3.11. "Court" means the Circuit Court of Nicholas County, West Virginia.
- 3.12. "*Cy pres* Recipient" shall have the meaning set forth in Section 6.3.
- 3.13. "Defendants" means West Virginia United Health System, Inc. d/b/a West Virginia University Health System, incorrectly identified as West Virginia United Health System, Inc., d/b/a WVU Medicine ("WVUHS"), Herbert J. Thomas Memorial Hospital Association d/b/a Thomas Hospitals ("Thomas Hospital") and Credit Solutions, LLC ("Credit Solutions").
- 3.14. "Effective Date" means the latest of (1) one business day after the date the Final Approval Order is entered; (2) thirty-one (31) days after the date of Final Approval, if a Class Member objects to the Settlement but no appeal by a Class Member is filed; or (3) thirty-one (31) days after the final termination of any appeal from the Final Approval Order.
- 3.15. "Final Approval Hearing" means the hearing at which the Court shall (1) determine whether to grant final approval to this Settlement; (2) consider any timely objections to this Settlement and all responses thereto; and (3) consider requests for Incentive Award to the Plaintiff and for an award of Attorneys' Fees and Expenses.

- 3.16. “Final Approval Order” means the order approving the Settlement, certifying the Settlement Class as final, and dismissing the Action with prejudice.
- 3.17. “Communication” or “Communications” means any calls made to or letters mailed to Settlement Class Members when attempting to collect on the accounts during the Class Period.
- 3.18. “Plaintiff”, “Named Plaintiff”, or “Class Representative” means David Cogar.
- 3.19. “Preliminary Approval Order” means the order entered by the Court preliminarily approving the Settlement, provisionally certifying the Settlement Class, and approving the Class Notice to Settlement Class Members.
- 3.20. “Released Claim” or “Released Claims” shall have the meaning set forth in Section 18.3 below.
- 3.21. “Settlement Administrator” or “Administrator” means Epperly Re:Solutions the firm approved by the Court to provide Class Notice pursuant to a Notice Plan approved by the Court, to process requests for exclusion or “Opt Outs,” to mail checks to Settlement Class Members, and to otherwise administer the settlement.
- 3.22. “Settlement Class” or “Class” shall have the definition set forth in Section 4.1 below.
- 3.23. “Settlement Class Member” or “Class Member” means any person who falls within the definition of the Settlement Class set forth in Section 4.1 below and who has not successfully opted out of the Settlement Class.
- 3.24. “Settlement Class Recovery” means the amount of the Settlement Fund available for distribution to Settlement Class Members after payment of Administrative Costs, any Court-approved Attorney’s Fees and Expenses, and Incentive Awards.

3.25. “Settlement Payment” means the payment to be made from the Settlement Fund to Settlement Class Members.

3.26. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections to the Settlement, if any, in accordance with Section 11 of this Agreement to be able to object to the Settlement. The Objection Deadline shall be thirty days after the Notice mailing date.

3.27 “Account” means each individual patient account as designated by specific account numbers by either Thomas Hospital or Credit Solutions.

4. SETTLEMENT CLASS

4.1. The Settlement Class is defined as: “all West Virginia consumers who received communication(s) from any defendant where the alleged debt sought to be collected was related to medical treatment covered by Workers’ Compensation during the Class Period.” The class consists of 127 patients having 198 accounts as of September 2025.¹

4.2. The terms, effectiveness and validity of this Agreement are subject to the entry of a Preliminary Approval Order granting a Motion for Preliminary Approval of Class Settlement (“Preliminary Approval Motion”), and the entry of a Final Approval Order granting a Motion for Final Approval of Class Settlement (“Final Approval

¹ As accounts and patients are verified again, the parties have agreed that a 10% +/- adjustment will not impact the settlement.

Motion”). The Agreement becomes effective as of the Effective Date as defined in Paragraph 3.14 of this Agreement.

5. SETTLEMENT FUND

5.1. As set forth in Paragraph 2.7, Defendants will pay the Settlement Fund of seven hundred seventy-five thousand dollars (\$775,000.00) in full settlement of all claims that were asserted or could have been asserted in the Action. In no event shall the Settlement Amount exceed \$775,000.00.

5.2. Defendants will also refund or credit any amounts paid by Settlement Class Members on the subject accounts and provide confirmation of this refund or credit to Class Counsel.

6. SETTLEMENT FUND PAYMENT

6.1. Defendants shall pay the Settlement Fund to the Settlement Administrator within fifteen (15) business days of the Court’s entry of the Preliminary Approval Order provided the Settlement Administrator has timely provided Defendants with a W-9 and wire instructions.

6.2. In the event the Settlement Agreement is not finally approved, any advances paid to the Settlement Administrator by Defendants shall, within ten (10) business days, be returned by the Settlement Administrator to Defendants in the manner that Defendants direct.

6.3. The Court shall retain continuing jurisdiction over the Settlement Fund sufficient to satisfy the requirements of 26 C.F.R. § 1.468B-1. The Settlement Administrator shall at all times seek to have the Settlement Fund treated as a “qualified settlement fund” as that term is defined in 26 C.F.R. § 1.468B-1. The Settlement Administrator

shall cause any taxes imposed on the earnings of the Settlement Fund, if any, to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Settlement Fund under applicable tax laws. The Settlement Administrator shall be the “administrator” of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3).

- 6.4. Should the Settlement be approved, and any monies remain in the Settlement Fund after disbursement of funds in accordance with the terms of this Agreement, the remaining principal funds shall not revert to Defendants. Any such remaining funds shall be donated as a *cy pres* award to each *Cy Pres* Recipient in accordance with the West Virginia Rules of Civil Procedure as follows: (a) Twenty-five percent (25%) shall be allocated to Legal Aid of West Virginia; (b) Thirty seven and one half percent (37.5%) shall be allocated to a *Cy Pres* Recipient chosen by Thomas Hospital subject to Plaintiff’s approval. (c) the remaining Thirty seven and one half percent (37.5%) shall be allocated to a *Cy Pres* Recipient chosen by Plaintiff subject to Thomas Hospital’s approval.

7. DISTRIBUTION OF SETTLEMENT FUND

- 7.1. The amount of a Settlement Payment to a Settlement Class Member shall be based on a pro rata share of the Settlement Fund based upon the number of patient accounts. No interest shall be included as an element of, or be payable or paid on, any Settlement Payment.
- 7.2. In the event that a patient account has more than one responsible party, the responsible parties shall be treated as a single Settlement Class Member and receive a single, shared Settlement Payment. Only one Settlement Payment shall be made

per patient account and each Settlement Payment will be made payable to the responsible parties listed on an account according to Defendant's records. For example, John and Jane Smith would be issued a check to "John Smith or Jane Smith". Settlement Class Members who receive a Settlement Payment shall be solely responsible for distributing or allocating such payment between or among all responsible parties. The Settlement Administrator shall, if required, issue IRS Form 1099s to the first listed borrower according to Defendant's records.

- 7.3. As payment for Attorney's Fees and Expenses, Plaintiff's counsel shall apply to the Court for a distribution of no more than one third (33.33%) of the Settlement Fund for attorney's fees plus litigation expenses, which sum shall include all Attorney's Fees and Expenses incurred by Plaintiff. Plaintiff's counsel shall be paid their Attorney's Fees and Expenses out of the Settlement Fund within seven (7) days of entry of the Final Approval Order and agree to hold that sum in trust until the Effective Date.
- 7.4. Plaintiff David Cogar will receive an award ("Incentive Award") of no more than ten thousand dollars (\$10,000), subject to approval by the Court, in addition to his Settlement Payment. Plaintiff's Incentive Award shall be paid out of the Settlement Fund.
- 7.5. Subject to the terms and conditions of this Settlement Agreement, the Settlement Administrator shall make disbursements from the Settlement Fund in the following order:
 - a. Pay all taxes and tax-related expenses, if any, or, at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund

sufficient to pay taxes and tax-related expenses;

- b. Pay to the Class Representative any Incentive Award;
- c. Pay to Class Counsel any Attorney's Fees and Expenses;
- d. Pay to the Settlement Administrator the costs, fees, and expenses to administer the Settlement;
- e. Pay Settlement Payments to all Settlement Class Members who have not submitted a successful opt-out; and
- f. Pay any remaining amounts in the Settlement Fund to the *Cy pres* Recipients.

7.6. The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Settlement Payments, any Attorney's Fees and Expenses, Incentive Award, and the amount of unclaimed and/or uncashed settlement checks, if any, shall be performed reasonably and in good faith. So long as such obligations are performed in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the Release and any judgment shall be effective on the Effective Date.

8. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS

- 8.1 The Parties agree that the Settlement Administrator will process claims, field calls and correspondence from Settlement Class Members, and disburse amounts from the Settlement Fund.
- 8.2 All Administrative Costs, including all costs and expenses related to class notice, distribution of settlement proceeds, and reasonable measures to locate potential Settlement Class Members, will be paid from the Settlement Fund. Defendants' only responsibility regarding such costs is to fund the Settlement Fund.

- 8.3 The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for mailing the Class Notice, administration of the Settlement Fund, and providing all other related support, reporting, and administration as further stated in this Agreement.
- 8.4 Defendants will coordinate with the Settlement Administrator to provide the Class Notice to the Settlement Class, as provided in this Settlement Agreement, with Class Counsel's participation and oversight. Because the information about the Settlement Class that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, any such information, including the Class List, shall be provided to the Settlement Administrator and Class Counsel and deemed "Confidential."
- 8.5 All Settlement Class Members will be informed that checks containing payments must be cashed within ninety (90) days of issuance or else the check will be void and they will have no further right or entitlement to any payment under the terms of this Settlement.
- 8.6 To the extent that any Settlement Payments remain uncashed after the void date, the Settlement Administrator shall distribute the funds associated with those checks to the *Cy pres* Recipient designated by the Parties.

9. PRELIMINARY APPROVAL MOTION

Plaintiff, with approval from Defendants, will submit to the Court a Motion for Preliminary Approval of Class Settlement and Entry of Scheduling Order ("Preliminary Approval Motion") no

later than seven (7) days after full execution of this Agreement. The Preliminary Approval Motion will request that the Court:

- a. Find that the Class Representative and Class Counsel fairly and adequately represent the interests of the Settlement Class;
- b. Find preliminarily that the Agreement is fair, reasonable and adequate to the Settlement Class; preliminarily certify, for settlement purposes only, the Settlement Class; and find that the Class Notice and Notice Plan comply with constitutional and statutory requirements and constitute the best notice practicable under the circumstances; and
- c. Schedule a Final Approval Hearing no earlier than one hundred-twenty (120) days after the filing of the Preliminary Approval Motion.

10. NOTICE TO CLASS MEMBERS

10.1 If the Court grants the Preliminary Approval Motion, the Settlement Administrator will, within seven (7) days of entry of the Preliminary Approval Order, mail to each potential Settlement Class Member at his or her last known address (provided on the Class List) a Class Notice, which form is attached as **Exhibit A**. Any Notices returned as undeliverable, but with a forwarding address, shall be promptly re-mailed to the forwarding address. The Administrator shall perform a National Change of Address Registry and LexisNexis/Death Records Search for all Notices returned as undeliverable, without a forwarding address. Such Notices shall be re-mailed upon discovery of a valid mailing address for the potential Settlement Class Member.

- 10.2 The Notice shall apprise the Settlement Class of their right to opt out of the Settlement Class, of their right to object to the Class Settlement, of the fact that any objections or opt outs must be sent to the Administrator and postmarked no later than twenty one calendar (21) days prior to the Final Approval Hearing, and that any failure to object or to opt out in accordance with applicable deadlines for opt outs and objections constitutes a knowing and voluntary waiver of any right to opt out of the Settlement Class or to appeal from the Final Approval Order. The Notice will provide that class wide or mass opt outs or objections are invalid.
- 10.3 This Agreement does not impose on any Party or the Settlement Administrator an obligation to make extraordinary efforts to locate a potential Settlement Class Member.

11. OPT OUTS AND OBJECTIONS

- 11.1 A Settlement Class Member who wishes to be excluded from the Settlement Class must do so in writing. To opt out, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.
- 11.2 In order to opt out, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice, a Request to Opt Out that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice. The Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be

excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in the Action.” Mass or class opt outs shall be void. A request to Opt-Out by a responsible party or any responsible party on an Account shall be deemed to be a request to Opt-Out by all responsible parties on the Account.

- 11.5 Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.
- 11.6 Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member’s election to revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.
- 11.7 The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests to Opt Out within seven business days after the Opt-Out Deadline.
- 11.8 Any Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case.
- 11.9 Process. Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court and mailed (with the requisite postmark) to Class Counsel and

Defense Counsel (at the addresses identified in Section 19) no later than the Objection Deadline.

- 11.10 Form of Objection. The requirements to assert a valid written objection shall be set forth in the Class Notice, and, to be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.
- 11.11 Report. Within seven business days of the Objection Deadline, the Settlement Administrator shall provide a report to the Court setting forth a list of Objections that meet the above guidelines. The Court shall have the ultimate determination of whether an Objection has been appropriately made.
- 11.12 Waiver of Objection. Any Settlement Class Member who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Agreement, and to the award of Attorneys' Fees and Expenses to Class Counsel and the payment of an Incentive Payment to the Class Representatives, unless otherwise ordered by the Court.
- 11.13 Appearance. Subject to approval of the Court, any Class Member who files and serves a written Objection in accordance with this Section and the Class Notice may appear, in person or by counsel, at the Final Approval Hearing held by the Court,

to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice of Intention to Appear”); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline.

The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

12. FINAL APPROVAL MOTION

Prior to the Final Approval Hearing, Plaintiff, with approval by Defendants, will file a Motion for Final Approval of Class Settlement (“Final Approval Motion”). The Final Approval Motion will request that the Court approve the Settlement and enter a Final Order and Judgment that will, among other things:

- a. Adjudge and approve in all respects the Settlement of the Action on the terms described in this Agreement and approve the terms of this Settlement Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Class as a whole in accordance with the West Virginia Rules of Civil Procedure;

- b. Dismiss on the merits and with prejudice all class and individual claims in the Action and find that Plaintiff and the Settlement Class Members have released all Released Claims as set forth in Section 18;
- c. Include all relief to be provided as part of this Settlement; and
- d. Retain jurisdiction of all matters relating to the interpretation and enforcement of the Settlement and this Agreement.

13. EFFECT OF DISAPPROVAL/DENIAL OF SETTLEMENT

If the Court disapproves this Agreement or any part thereof for any reason or declines to enter a Final Approval Order as described in this Agreement, then this Agreement, including all releases contained within the Agreement, shall become null and void and the Action shall proceed as though no settlement had been negotiated or achieved, unless Plaintiff and Defendants agree otherwise or jointly appeal the order disapproving this Settlement.

14. REVERSAL, VACATION, OR MODIFICATION OF AGREEMENT BY APPELLATE COURT

In the event that a court of appeals or other reviewing court sets aside, reverses, vacates or modifies the Final Approval Order as described in this Agreement in any material way, then this Agreement, including all releases contained within the Agreement, shall become null and void and the action shall proceed as though no settlement had been negotiated or achieved unless the Parties otherwise agree.

15. PAYMENT OF SETTLEMENT FUND

15.1 Within seven (7) days of the Effective Date, the Administrator shall distribute the Settlement Fund to Settlement Class Members as provided in Section 7 of this Agreement. Distributions to Settlement Class Members will be made to their last known address by first class mail, postage prepaid.

15.2 Checks made payable to each Settlement Class Member shall become stale and all right to payment on any such check shall end upon expiration of ninety (90) days from the date of the check (which will be within one calendar week of the date such check is mailed) and shall include a statement to inform the bearer of this validity period.

15.3 Any check that becomes stale may be re-issued one time. Right to payment on any re-issued check shall become stale upon the expiration of sixty (60) days from the date of the re-issued check (which will be within one calendar week of the date such check is mailed) and shall include a statement again informing the borrower of this validity period. The funds represented by any re-issued checks that become stale shall be donated as set forth in Paragraph 6.3 of this Agreement. Any such donation will have no effect on the validity of this Agreement against those Class Members who do not receive a Settlement Payment following reasonable efforts to deliver a payment to them.

16. FINAL REPORT OF DISTRIBUTION OF SETTLEMENT FUND

Twelve (12) months after the Final Approval Order is entered, or thirty (30) days after distribution of the Settlement Fund is completed, whichever is later, Class Counsel shall file a

report with the Court, and serve a copy on Defendants' counsel, detailing the distribution of the Settlement Fund.

17. FINAL AND BINDING AGREEMENT

The Parties acknowledge that this Agreement is a full and final accord and satisfaction and shall be binding upon and inure to the benefit of Defendants, the named Plaintiff, the Settlement Class Members, Class Counsel, and each of their respective trustees, heirs, executors, administrators, beneficiaries, representatives, agents, successors, and assigns.

18. RELEASE

18.1 Class Release and Released Claims. Each Member of the Settlement Class, for and on behalf of the Class Member and the Class Member's present and future spouses (and common law spouses), children, parents, relations, successors, beneficiaries, heirs, next of kin, assigns, attorneys, executors, administrators, and/or estate, or any and all other persons who could claim through them, other than those Settlement Class Members who have validly opted out, shall, by operation of the final judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged Defendants and all their indirect and direct parent corporations and entities, subsidiary corporations, related entities, affiliates, predecessors, successors, current and former officers, directors, employees, shareholders, members, representatives, administrators, agents, insurers, predecessors in interest, attorneys, agents, contractors, vendors, servicers, sub-servicers, or assigns and all persons acting by and through, under or in concert with any of them ("Released Persons") from any and all past and present known and unknown claims, actions, causes of action, suits, debts, sums of money, payments,

obligations, promises, damages, penalties, attorneys' fees and costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have had regarding the communications of alleged debts sought to be recovered on the Class Member accounts on or before entry of the Court's final class settlement approval order, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been sought or alleged in the Litigation that relate, concern, arise from, or pertain in any way to debt collection on the subject accounts ("Released Claims").

- 18.2 For purposes of this Settlement Agreement, "Released Parties" shall be interpreted expansively to include those identified as "Released Persons" in Section 18.1 and shall be interpreted to also mean and include West Virginia United Health System, Inc. d/b/a West Virginia University Health System, incorrectly identified as West Virginia United Health System, Inc., d/b/a WVU Medicine, Herbert J. Thomas Memorial Hospital Association d/b/a Thomas Hospitals, and Credit Solutions, LLC, and any current and prior servicers, sub-servicers, owners, and for each of the foregoing each of their past, present and future members, direct and indirect parents, direct and indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns, clients, future, present and former directors, officers (whether acting in such capacity or individually), employees, managers, lenders,

masters, servants, principals, agents, subagents, master servicers, subservicers, insurers, reinsurers, shareholders, investors, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, vendors, wholesalers, resellers, distributors, retailers, divisions, subdivisions, predecessors, successors, and assign owners, trustees, creditors, law firms, departments, corporations in common control, or any agent acting or purporting to act for any of the foregoing.

18.4 For purposes of this Action, “Releasing Parties” means the Plaintiff, all Settlement Class Members and any individual acting on their behalf, including but not limited to, any present, former, and future spouses (and common law spouses), dependents, children, parents, relations, next of kin, as well as the present, former, and future estates, heirs, beneficiaries, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest, assigns, any other representatives of each of them, and any and all other persons who could claim through them, other than those Settlement Class Members who have validly opted out.

18.5 Each Party to this Agreement understands, acknowledges, and agrees that if any fact believed to be true is found hereafter to be other than, or different from, that which is believed, each expressly assumes the risk of such difference in fact and agrees that this Agreement as of the Effective Date shall be, and will remain, in effect notwithstanding any such difference in fact.

19. NO ADMISSION OF LIABILITY OR CERTIFICATION OF CLASS

- 19.1 Neither this Agreement nor the fact of Settlement nor the payment of the Settlement Fund is, may be construed as, or may be used as, an admission on the part of WVUHS, Thomas Hospital, or Credit Solutions of any fault, wrongdoing, or liability whatsoever, or that any class asserted by Plaintiff merits certification. Defendants expressly deny any wrongdoing under any federal, state, or local statute, public policy, tort law, contract law, or common law and expressly denies the truth or validity of any claim made against them or the propriety of certification of any class on the merits.
- 19.2 Further, neither this Agreement nor any drafts hereof nor any documents leading to or relating to the Settlement set forth herein, including, but not limited to, any proposed order, Preliminary Approval Motion, Final Approval Motion, or memoranda in support thereof, constitutes an admission of liability or of any fact by the Plaintiff or Defendants.
- 19.3 The Parties agree that the foregoing documents will not be offered as or received against Defendants as evidence of, or construed as or deemed to be evidence of any admission or concession of any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Parties to this Agreement in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, Defendants may rely upon or use this Agreement as necessary to effectuate the liability protection granted Defendants hereunder; and

19.4 The Parties agree that the foregoing documents will not be offered or received as an admission or concession that the consideration to be given to Settlement Class Members hereunder represents the amount which could be or would have been recovered by any such persons after trial.

20. NON-ADMISSIBILITY OF SETTLEMENT NEGOTIATIONS

The settlement negotiations resulting in this Agreement have been undertaken by Plaintiff and Defendants and their respective counsel in good faith and for settlement purposes only pursuant to West Virginia Rule of Evidence 408, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. Nor shall the Agreement be offered or received in evidence in any action or proceeding for any purpose, except only for purposes of enforcing the terms and conditions of this Agreement.

21. NO ORAL MODIFICATION

This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. No amendment, modification, waiver, termination, or discharge of any provision of this Agreement shall be effective unless it is in a written agreement duly executed by all of the Parties hereto.

22. COMPLETE AGREEMENT

This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. This Agreement supersedes all prior negotiations. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other

agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

23. COMPETENCY; INDEPENDENT COUNSEL

Each Party to this Agreement represents and warrants that it is competent to enter into the Agreement and in doing so is acting upon its independent judgment and upon the advice of its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the terms set forth in or contemplated by this Agreement.

24. CONSTRUCTION OF AGREEMENT

The language and terms of this Agreement shall be construed as a whole, according to fair and ordinary meaning, as if both Parties jointly prepared it, and shall not be strictly construed for or against any Party to this Agreement.

25. CONTINUING JURISDICTION

The Circuit Court of Nicholas County, West Virginia will have continuing jurisdiction over the Action for the purpose of implementing the Settlement until the Action and all related matters are fully resolved, and for enforcement of the Settlement, the Agreement, and the Final Approval Order thereafter. Any dispute regarding the Parties' obligations pursuant to this Agreement or interpretation of the terms of this Agreement or the Final Approval Order will be resolved by the Court.

26. CHOICE OF LAW

This Agreement will be governed by West Virginia law without regard to its choice of law principles.

27. CHOICE OF FORUM

The Parties consent to jurisdiction and venue in the Circuit Court of Nicholas County, West Virginia for any dispute arising in any way out of this Agreement.

28. ADDITIONAL ACTS TO EFFECTUATE THE AGREEMENT

The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement and to obtain the benefits of the Agreement.

29. WAIVER

The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

30. PRESERVATION OF PRIVILEGE

Nothing contained in this Agreement or any Order of this Court, and no act required to be performed pursuant to this Agreement or any Order of this Court, is intended to constitute, cause or effect any waiver, in whole or in part, of any attorney client privilege, work product protection, or common interest or joint defense privilege, and each Class Member agrees not to make or cause to be made in any form any assertion to the contrary.

31. AUTHORITY OF CLASS COUNSEL

Class Counsel unconditionally warrant and represent that they are authorized by Plaintiff, for whom they are attorneys of record, and the attorneys of record for Defendants warrant and represent that they are authorized by Defendants to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel

shall cooperate with each other and use their best efforts to affect the implementation of the Settlement.

32. TAX CONSEQUENCES

32.1 This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that the payments set forth in this Agreement reflect the settlement of disputed legal claims and that Defendants make no representations regarding the Agreement's tax consequences and has no liability for any tax consequences.

32.2 No opinion concerning the tax consequences of the Settlement to individual Class Members is being given or will be given by the Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their own tax advisors regarding the tax consequences of the Settlement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto.

32.3 Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

32.4 Each Class Member specifically agrees that he or she is solely responsible for any and all taxes, interest, and penalties due and owing, if any, should the Settlement Payments or any portion thereof, be taxable.

33. RELEASE, LIMITATIONS

This Agreement does not release claims arising out of the failure of either Party to perform in conformity with the terms of this Agreement.

34. JURY WAIVER

The Parties voluntarily and intentionally waive any right that they may have to a trial by jury in any action, proceeding or litigation directly or indirectly arising out of, or relating to, this Agreement.

35. KNOWING AND VOLUNTARY ASSENT

The Parties acknowledge that this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have had the opportunity for representation in the negotiations for, and in the performance of, this Agreement by counsel of their choice and that they have read this Agreement and/or have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal effect.

36. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in any number of counterparts and with facsimile or DocuSign signatures, and all such counterparts shall be construed together and constitute a single form of this Agreement.

37. HEADINGS AND CAPTIONS

The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

IN WITNESS HEREOF, counsel for the parties and the named plaintiff have executed this Class Settlement Agreement and Release as of _____, 2026.

PLAINTIFF DAVID COGAR

WVU

By: _____

Its: _____

THOMAS MEMORIAL HOSPITAL

By: _____

Its: _____

CREDIT SOLUTIONS, LLC

By: _____

Its: _____

Counsel for Plaintiff and Settlement Class

Counsel for Defendant Thomas Memorial Hospital

Counsel for Defendant Credit Solutions LLC

Counsel for Defendant WVU