



West Virginia E-Filing Notice

CC-34-2024-C-91

Judge: Gregory A. Tucker

To: Steven R. Broadwater, Jr.
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NOTICE OF FILING

IN THE CIRCUIT COURT OF NICHOLAS COUNTY, WEST VIRGINIA
David Cogar v. West Virginia United Health System, Inc.
CC-34-2024-C-91

The following order - case was FILED on 2/25/2026 11:33:23 AM

Notice Date: 2/25/2026 11:33:23 AM

Debbie Facemire
CLERK OF THE CIRCUIT COURT
Nicholas County
700 Main St Ste 5
SUMMERSVILLE, WV 26651

(304) 872-7810
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**IN THE CIRCUIT COURT
OF NICHOLAS COUNTY, WEST VIRGINIA**

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

Plaintiff,

v.

24-c-91
Civil Action No.: ~~34-2024-91~~
Judge Gregory A. Tucker

**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.

**ORDER PRELIMINARILY APPROVING SETTLEMENT,
CONDITIONALLY CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY,
AND ENTERING SCHEDULE**

Plaintiff David Cogar (“Plaintiff”) filed a motion for preliminary approval of settlement, conditional class certification for settlement purposes only, and entry of a scheduling order. Defendants 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”); Herbert J. Thomas Memorial Hospital Association d/b/a Thomas Hospitals (“Thomas Hospital”); and Credit Solutions, LLC (“Credit Solutions,” and collectively with WVU and Thomas Hospital as “Defendants”) do not oppose this motion. For the reasons stated in the Plaintiff’s Motion and Integrated Memorandum in Support for Preliminary Approval of Settlement, the Motion is **GRANTED**. Accordingly, the Court hereby **FINDS, ORDERS, ADJUDGES, AND DECREES** as follows:

1. Jurisdiction. This Court has jurisdiction over the subject matter of the proposed class action against Defendants and over all Parties to the lawsuit, including all members of the settlement class.

2. Settlement Class. The Court has considered the submissions of the Parties with respect to the temporary and conditional certification of a settlement class, and has analyzed the proposed settlement class pursuant to West Virginia Rules of Civil Procedure 23(a) and 23(b)(3), and makes the following findings:

a. The Court finds, for settlement purposes only, that the proposed settlement class satisfies the numerosity, commonality, typicality, and adequacy requirements of West Virginia Rule of Civil Procedure 23(a).

b. The Court finds, for settlement purposes only, that the proposed settlement class satisfies the predominance and superiority requirements of West Virginia Rule of Civil Procedure 23(b)(3).

Accordingly, the Court **PRELIMINARILY FINDS** that all the requirements of West Virginia Rules of Civil Procedure 23(a) and 23(b)(3) have been satisfied, and that this action is hereby conditionally and temporarily certified as a class action for settlement purposes only on behalf of the following class: 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.

After deductions for attorneys' fees and costs, administrator costs, and a service award, funds will be allocated to class members on a per-account basis.

This certification is temporary and conditioned upon the terms of the proposed settlement reached by the Parties. In the event the settlement does not become final, or is terminated pursuant

to the terms of the Settlement Agreement, the settlement class will be deemed not to have been certified, and the lawsuit will, for all purposes with respect to the Parties, revert to its status prior to the settlement. In such event, the Parties will not be deemed to have consented to the certification of the class, the agreements and stipulations in this settlement concerning class definition or class certification shall not be used or cited as evidence or argument to support a certification of any class in this lawsuit or any other action, and the parties will retain all rights with respect to class certification.

3. Class Representative. The Court hereby designates David Cogar as settlement Class Representative.

4. Class Counsel. Upon consideration of the factors set forth in West Virginia Rule of Civil Procedure 23(f), the Court hereby appoints Jonathan R. Marshall and Patricia M. Kipnis of Bailey & Glasser LLP, and Steven Broadwater of Stewart Bell, PLLC, as settlement class counsel ("Class Counsel").

5. Preliminary Approval of Settlement. The proposed Settlement Agreement entered into by the Plaintiff and Defendants (the "Parties") establishes the method of calculation of settlement payments to be made to class members and allows class members to opt-out or object.

In accordance with the terms of the Settlement Agreement, the total settlement is seven hundred seventy five thousand dollars (\$775,000), under which Thomas Hospital shall pay the amount of seven hundred thousand dollars (\$700,000.00) and Credit Solutions shall pay the amount of seventy-five thousand dollars (\$75,000.00). The principal placed in the Qualified Settlement Fund shall be used to make (1) all Settlement Payments; (2) a service award to Plaintiff; (3) class administration fees and costs to the class administrator; and (4) any Court-approved Class Counsel Fees and Expenses. Defendants will fund seven hundred seventy-five thousand dollars

(\$775,000.00) into the Settlement Fund within five (5) business days after the entry of the final approval order.

In the event class members cannot be located or found, any unpaid amounts attributable to their interests shall be paid as a *cy pres* award pursuant to the terms of the Settlement Agreement and will be addressed as part of final order entered by this Court. The Parties have agreed to use the services of David W. Epperly of Epperly Re:Solutions, a class action administration firm.

Class Counsel and counsel for Defendants are experienced in complex litigation, including class action litigation. The Settlement Agreement was reached after arm's length negotiations between counsel at a mediation before an experienced mediator.

The amount of the settlement, \$775,000.00, is fair, reasonable, and adequate. If the settlement had not been reached, all Parties faced the expense, risk, and uncertainty of extended litigation.

Therefore, upon consideration of the terms of the proposed Settlement Agreement, the Court **PRELIMINARILY FINDS** the Settlement Agreement to be sufficiently fair, reasonable, and adequate to warrant providing Notice to the class members and proceeding with a final approval hearing. In making this determination, the Court has considered the current posture of this litigation and the risks and benefits to the Parties involved in both settlement of these claims and continuation of the litigation.

Accordingly, the Court **GRANTS PRELIMINARY APPROVAL** of the Settlement Agreement. Its terms will be submitted to the class members for their consideration and for a hearing pursuant to West Virginia Rule of Civil Procedure 23(e).

6. Notice to Settlement Class Members. The Court has reviewed the proposed Notice to class members. The Notice, among other things, describes in plain English the terms and

operation of the settlement, the considerations that caused Class Counsel to conclude that the settlement is fair and adequate, the procedure for objecting to or opting out of the settlement, and the date of the final approval hearing.

Accordingly, the Court hereby **FINDS** that the Notice fully complies with the requirements of West Virginia Rule of Civil Procedure 23(c)(2)(B), and the Notice is thus **APPROVED**.

7. Relevant Dates.

a. Class Notice will be mailed thirty (30) days after entry of the Preliminary Approval Order.

b. Exclusion Requests. Any Class Member who desires to be excluded from the Class Settlement must sign a written request to be excluded containing the information required by the Notice of class settlement. This exclusion (“opt-out”) request must be sent to the Settlement Administrator by mail to the address provided in the Notice and postmarked no later than thirty (30) days after the Notice mailing date.

c. Objections. Any class member who desires to object to any aspect of the Settlement Agreement must do so in writing, without the necessity of obtaining counsel or making any formal appearance. All objections to any aspect of the Settlement must be mailed to the Settlement Administrator at the address provided in the Notice and postmarked no later than thirty (30) days after the Notice mailing date.

d. Notification of Exclusion Requests and Objections. No later than seven (7) days after the date the opt outs and objections are due, the Settlement Administrator shall notify the Court, Class Counsel, and counsel for Defendants of any persons who have objected to the settlement or opted out of the settlement, and shall serve the Court, Class Counsel, and Defendants’ Counsel with copies of all objections, notices of opt-out, and supporting documentation.

f. Final Approval Submissions. All final approval documents shall be submitted seven (7) days before the Final Approval Hearing.

g. Final Approval Hearing. A final approval hearing shall be held no earlier than seven (7) days after final approval submissions on May 28, 2026, 2026, at 1:15 p.m., before the Court in Nicholas County, West Virginia to consider whether the settlement should be given final approval. The date or time of this hearing may be changed without further notice to the Settlement Class.

8. Class Counsel Fees and Expenses, Service Award, Administrative Costs. The Court will separately consider a request for a reasonable fee award, plus costs, for Class Counsel, a service award to the named Plaintiff, and Administrative Costs by the Settlement Administrator. Class Counsel will file a motion requesting the Court to award reasonable attorneys' fees in an amount not to exceed one-third of the amount of the Settlement, plus costs, and a payment of a service award of \$10,000.00, with any amount awarded in excess of such amount to be deducted from the Qualified Settlement Fund.

9. Effect of Termination of Settlement. In the event that the Class Settlement is not finalized or is terminated pursuant to the terms of the Settlement Agreement, this Order shall be rendered null and void and shall be vacated *nunc pro tunc*, and the lawsuit shall proceed as provided in the Settlement Agreement.

10. No Party Admission of Liability. This Order and all rulings and findings herein shall not be construed or used as an admission, concession, or declaration against the named Plaintiff, any class member, or Defendants of any fault, wrongdoing, breach, liability, lack of merit of the settled claims, or certification of any class. Defendants deny that the facts of this case meet the requirements of class certification for any purpose other than settlement.

The Clerk is directed to provide certified copies of this Order to all counsel of record.

IT IS SO ORDERED.

Entered: 1/25/26, 2026.



Honorable Gregory A. Tucker, Judge