

LEGAL NOTICE  
**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

*David Cogar, on behalf of himself and all others similarly situated, v. West Virginia United Health System, Inc., et al., Case No. CC-34-2024-91 (Circuit Court of Nicholas County, West Virginia)*

**THIS IS NOT A SUIT AGAINST YOU.** The purpose of this Notice is to advise you that a Settlement Agreement has been reached in a class action lawsuit (the “Action”) against 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 (“WVUHS”), Herbert J. Thomas Memorial Hospital Association d/b/a Thomas Hospitals (“Thomas Hospital”), and Credit Solutions, LLC (“Credit Solutions,” and collectively with WVUHS and Thomas Hospital as “Defendants”). The Notice is being sent to you because the Parties’ records indicate that you may be a Class Member under the Settlement Agreement.

A total Settlement Fund of \$775,000.00 (“Settlement Fund”) will be established to provide compensation to Class Members. You may be entitled to receive a share from the Settlement Fund. A portion of the Settlement Fund will also be used to fund payments to Class Counsel and the Class Representative, as well as the costs of administering the Settlement. Defendants will also be refunding, or have already refunded, any amounts paid by Settlement Class Members on the subject accounts. Your legal rights are affected whether you act or don’t act, so read this Notice carefully.

This Notice describes the case in general and does not address all of the issues in detail. You may review a copy of the Settlement Agreement, Class Action Complaint, and the Court’s Order Preliminarily Approving Settlement at the following website: [www.CogarvThomasHospitals.com](http://www.CogarvThomasHospitals.com), or by requesting copies from the Settlement Administrator, whose contact information appears at the end of this Notice.

**What is the Lawsuit About?**

In the Action, Plaintiff alleges that the Defendants violated the West Virginia Consumer Credit and Protection Act by attempting to collect from West Virginia consumers the remaining balance owed on medical debt that was the responsibility of, and paid for by, Workers’ Compensation (otherwise known as “balance billing”). Plaintiff alleged that this practice is statutorily prohibited and unlawful.

Defendants deny the allegations and contend that neither Plaintiff nor any Class Member is entitled to any relief.

Both sides have agreed to settle the Action solely to avoid the burden, expense, risk, and uncertainty of continuing the Action.

**Who is Included in the Settlement?**

The Parties’ records indicate that you may be a Class Member. The Settlement Class is defined as follows:

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.

**What Does the Settlement Provide?**

(1) **Cash Payments to Class Members.**

Defendants will establish a Settlement Fund in the amount of \$775,000.00.

Each Class Member may receive a share of the Settlement Fund, however, only one Settlement Payment will be made per account, and will be sent to the coborrowers listed on an account according to Defendants’ records. For example, John and Jane Smith would be issued a check to “John Smith or Jane Smith.”

Before reduction for Administrative Costs as well as any attorneys’ fees, costs, and Incentive Award granted by the Court, the estimated disbursement to you is anticipated to be as much as \$3900 per Account, based on Defendant’s records. Please understand that these sums may be taxable, that the responsibility for such tax consequences is further described in the Settlement Agreement, and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional.

(2) **Service Award.** The Class Representative who brought this lawsuit, David Cogar, will request an Incentive Award of \$10,000.00, to be paid from the Settlement Fund, for serving as Class Representative.

(3) **Attorney’s Fees and Costs.** Class Counsel are Bailey Glasser, LLP and Stewart/Bell, PLLC. They will request an award of Attorneys’ Fees and Expenses equal to one-third the total amount of the Settlement Fund plus reasonable litigation expenses. All Attorney’s Fees and Expenses awarded by the Court will be paid from the Settlement Fund. You may view a copy of the fee petition at [www.CogarvThomasHospitals.com](http://www.CogarvThomasHospitals.com) or by requesting a copy from the Settlement Administrator.

(4) **Opinion of Class Counsel.** Class Counsel considers it to be in the best interest of the Class to enter into this Settlement Agreement on the terms described in light of the potential recovery, Defendants’ defenses, and the uncertainties of continued litigation.

(5) **Release.** Each person who remains in the Settlement Class will, if the Settlement Agreement is approved, release any claims arising from or relating to the subject accounts. A release means you cannot sue or be part of any other lawsuit against Defendants and the Released Parties about the claims or issues in this Action and you will be bound by the Settlement. The specific terms of the release are described in the Settlement Agreement, which can be accessed by requesting copies from the Settlement Administrator, whose contact information appears at the end of this Notice.

(6) **Binding Effect of Class Judgment.** Upon conclusion of the Settlement, the judgment of the Court will be binding upon all Class Members who do not successfully opt out of the Settlement Agreement.

↓

Continued on reverse side

↓

## **The Court's Fairness Hearing**

The Nicholas County Circuit Court will hold a fairness hearing in this case on May 28, 2026, at 1:15 p.m., in the Courtroom of the Honorable Gregory Tucker, 700 Main Street, Summersville, West Virginia, 26651. The purpose of the hearing will be for the Court to determine whether the proposed Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Class, and to rule on applications for compensation for Class Counsel and an Incentive Award for the Class Representative. Class Members do not need to attend the hearing to benefit from the Settlement Agreement. The hearing date and time may be changed without further notice. If you wish to attend the hearing, you should call the Settlement Administrator in advance to confirm the day and time.

### **What Are Your Options?**

(1) **Do Nothing and Receive Payment.** To accept the Settlement Agreement, **you do not need to do anything.** If the Settlement Agreement is approved, you will be bound by all of its terms, and a check will be mailed to you and/or the first individual listed on the mortgage account, based on Defendant's records. If you change your address, please inform the Settlement Administrator at the address below; OR

(2) **Exclude Yourself by the Deadline.** You may "opt out" and exclude yourself from the Settlement Agreement. If you opt out, you will not receive any payment, and you will not release any claims you may have against Defendant. If you opt out, you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the Settlement Agreement, you must mail a letter to the Settlement Administrator (address below) stating that you wish to do so. Your letter must include (a) your full name, email address, current address, telephone number, and last four digits of your Social Security Number and a statement that you are seeking exclusion from the *David Cogar v. West Virginia United Health System, Inc., WVU Medicine, Herbert J. Thomas Memorial Hospital Association, d/b/a Thomas Hospitals, Credit Solutions, LLC, and John Doe*, Case No. 34-2024-C-91 lawsuit, (b) your personal and original signature, or the signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a valid power of attorney, to act on your behalf; and (c) state unequivocally that you desire to be excluded from the Settlement Class, to be excluded from the Settlement Agreement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. You must postmark your letter no later than April 20, 2026; OR

(3) **Object to the Terms of the Settlement Agreement.** Anyone who has not requested to be excluded from the Settlement Class may object to the Settlement. Your objection must (i) set forth your full name, current address, email address, telephone number, and the name and case number of the lawsuit (*David Cogar v. WVU*, Case No. 34-2024-C-91); (ii) contain your personal and original signature, or the signature of your attorney; (iii) state that you object to the Settlement, in whole or in part; (iv) set forth the complete legal and factual bases for the objection; (v) provide copies of any documents that you wish to submit in support of your position; (vi) state whether you intend on appearing at the Final Approval Hearing either pro se or through counsel and whether you plan on offering testimony at the Final Approval Hearing. Copies of the foregoing and all other papers in support of such objection(s) must be served

upon the following and must be postmarked no later than April 20, 2026:

#### Court:

Clerk of Court  
Nicholas County Circuit Court  
700 Main Street  
Summersville, WV 26651  
Administrator: Address Below

#### Class Counsel:

Jonathan R. Marshall, Esq.  
BAILEY & GLASSER LLP  
209 Capitol Street  
Charleston, WV 25301  
(304) 345-6555

Steven R. Broadwater, Jr.  
STEWART BELL, PLLC  
30 Capitol St.  
Charleston, WV 25301  
(304) 345-1700

#### Defense counsel:

Alex J. Zurbuch, Esq.  
Vivian H. Basdekis, Esq.  
Frost Brown Todd LLP  
500 Virginia Street E. Suite 1100  
Charleston, WV 25031  
(304) 348-0111

*Counsel for Credit Solutions*

Rob Aliff, Esq.  
Angela L. Beblo, Esq.  
Jackson Kelly PLLC  
500 Lee Street East, Suite 1600  
Charleston, WV 25301  
(304) 340-1000

*Counsel for Thomas Hospitals*

Ashley French, Esq.  
Cipriani & Werner, PC  
500 Lee Street East, Suite 900  
Charleston, WV 25301  
(304) 341-0200

*Counsel for WVUHS*

Any Class Member who fails to object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of the Settlement Agreement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Lawsuit.

**PLEASE DIRECT QUESTIONS TO:**

**SETTLEMENT ADMINISTRATOR  
P.O. Box 673, Charleston, WV 25323  
1-(888) 925-4968**