

IN THE CIRCUIT COURT OF GILMER COUNTY, WEST VIRGINIA

**MARCIA LANTZ &
JAMES LANTZ,**

PLAINTIFFS,

v.

Case No. CC-11-2025-C-9
Judge Michael Asbury

**STONEWALL JACKSON MEMORIAL
HOSPITAL COMPANY, d/b/a MON
HEALTH STONEWALL JACKSON
MEMORIAL HOSPITAL,**

DEFENDANT.

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) Plaintiffs Marcia Lantz and James Lantz (“Plaintiffs” or “Class Representatives”), acting individually and as representatives of the Settlement Class, as defined herein (the “Settlement Class” or “Class Members”), and (ii) Defendant Stonewall Jackson Memorial Hospital Company, d/b/a Mon Health Stonewall Jackson Memorial Hospital (“Defendant”). 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 February 26, 2025, Plaintiffs filed their Class Action Complaint (the “Complaint”) against Defendant, Case Number 11-2025-C-9, in the Circuit Court of Gilmer County, West Virginia, captioned *Marcia Lantz & James Lantz v.*

Stonewall Jackson Memorial Hospital Company d/b/a Mon Health Stonewall Jackson Memorial Hospital (“the Action”). In the Complaint, Plaintiffs alleged that Defendant violated the West Virginia Consumer Credit Protection Act (“WVCCPA”), by attempting to collect from the proposed class of West Virginia consumers a sum which exceeded the actual amount due on certain medical debts. Plaintiffs alleged that this practice is statutorily prohibited and unlawful.

- 2.2. The parties subsequently informally exchanged individual and class discovery, negotiated their claims, and resolved them with the assistance of one extensive mediation session with mediator Charles Piccarillo on February 17, 2026.
- 2.3. Defendant denies any and all allegations and claims asserted against it in the Action, denies any and all wrongdoing and/or liability, and denies that Plaintiffs 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. Plaintiffs' 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. Defendant has agreed to create a Total Settlement Fund of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000), which shall be used to pay the Settlement Class Members, Attorney's Fees and Expenses, Incentive Award, and Administrative Costs. As set forth more fully in Section 3.10, *infra*, This is the total amount that Defendant shall be required to pay in exchange for the full and final release described herein, and no further amount(s) shall be sought from, nor paid by, Defendant to Plaintiffs or any other entity in the context of this settlement.
- 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 *Marcia Lantz & James Lantz v. Stonewall Jackson Memorial Hospital Company d/b/a Mon Health Stonewall Jackson Memorial Hospital*, Case No. 11-2025-C-9, pending in the Circuit Court of Gilmer County, West Virginia.

- 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 Plaintiffs or the Settlement Class) for their fees and all expenses incurred by Plaintiffs or Class Counsel in connection with the Action.
- 3.5. “Class members” means the 8,694 individuals identified by Defendant as belonging to the Settlement Class.
- 3.6. “Class Counsel” or “Plaintiffs’ Counsel” means the law firms of Bailey Glasser, LLP and Stewart/Bell, PLLC. Any notice to Class Counsel shall be sent to Bailey & Glasser LLP, 209 Capitol Street, Charleston, WV 25301.
- 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).
- 3.9. “Class Period” means the period from February 26, 2021, i.e., four years prior to the filing of the Complaint, up to and including February 26, 2025, i.e., the date that the Complaint was filed.
- 3.10. “Settlement Fund” or “Total Settlement Fund” means the total aggregate common fund that Defendant 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 Two Million Five Hundred Thousand U.S. Dollars and No Cents (\$2,500,000.00) and will be used to pay the Settlement Class Members, Attorney’s Fees and Expenses, Incentive Award, and Administrative Costs. The Settlement Fund is Defendant’s 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 6.4. No part of the Settlement Fund will revert to Defendant.
- 3.11. “Court” means the Circuit Court of Gilmer County, West Virginia.
- 3.12. “Cy Pres Recipient” shall have the meaning set forth in Section 6.4.

- 3.13. “Defendant” means Stonewall Jackson Memorial Hospital Company, d/b/a Mon Health Stonewall Jackson Memorial Hospital.
- 3.14. “Defense Counsel” means the law firm of Spilman Thomas & Battle, PLLC. Any notice to Defense Counsel shall be sent to Joseph A. Ford, Spilman Thomas & Battle, PLLC, Post Office Box 273, Charleston, West Virginia 25321-0273.
- 3.15. “Effective Date” means the latest of (1) one (1) 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.
- 3.16. “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 each of the Plaintiffs and for an award of Attorneys’ Fees and Expenses.
- 3.17. “Final Approval Order” means the order approving the Settlement, certifying the Settlement Class as final, and dismissing the Action with prejudice.
- 3.18. “Letter” or “Letters” means the letters mailed to Settlement Class Members when collecting accounts during the Class Period.
- 3.19. “Plaintiffs”, “Named Plaintiffs”, or “Class Representatives” means Marcia Lantz and James Lantz.

- 3.20. “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.
- 3.21. “Released Claim” or “Released Claims” shall have the meaning set forth in Section 18.1 below.
- 3.22. “Settlement Administrator” or “Administrator” means 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.
- 3.23. “Settlement Class” or “Class” shall have the definition set forth in Section 4.1 below.
- 3.24. “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.
- 3.25. “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.
- 3.26. “Settlement Payment” means the payment to be made from the Settlement Fund to Settlement Class Members.
- 3.27. “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 forty-five (45) days after the Notice mailing date.

4. SETTLEMENT CLASS

- 4.1. The Settlement Class is defined as all persons with a West Virginia address who were sent any communication within four years of the filing of this action by Defendant, or its vendors, agents or assigns, wherein such communication demanded any payment in excess of that which was billed to any third-party payor for services rendered. The class consists of 8,694 individuals as of February 2026.
- 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 Motion”). The Agreement becomes effective as of the Effective Date as defined in Section 3.14 of this Agreement.

5. SETTLEMENT FUND

- 5.1. As set forth in Section 3.10, Defendant will pay the Settlement Fund of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) in full and final settlement of all claims that were asserted or could have been asserted in the Action. In no event shall the Settlement Fund exceed \$2,500,000.00.

6. SETTLEMENT FUND PAYMENT

- 6.1. Defendant shall pay the Settlement Fund to the Settlement Administrator by October 1, 2026, or thirty (30) days after the effective date, whichever is earlier, *Provided*, however, that (1) the Court has entered the Final Approval Order, and

- (2) the Settlement Administrator has timely provided Defendant with a W-9 and wire instructions.
- 6.2. In the event the Settlement Agreement is not finally approved, any advances paid by Defendant to the Settlement Administrator shall, within ten (10) business days, be returned by the Settlement Administrator to Defendant in the manner that Defendant directs.
- 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 Defendant. Any such remaining funds shall be donated as a *cy pres* award in accordance with the West Virginia Rules of Civil Procedure. Twenty-five percent (25%) shall be allocated to Legal Aid of West Virginia. The remainder shall be allocated to one or more *cy pres* recipient(s) (“Cy Pres Recipient(s)”) of the Parties’ choosing. Should the Parties fail to agree on a Cy Pres Recipient, the decision shall be left to the Court.

7. DISTRIBUTION OF SETTLEMENT FUND

- 7.1. The amount of a Settlement Payment to a Settlement Class Member shall be based on a per capita share of the Settlement Fund based upon the number of individuals. No interest shall be included as an element of, or be payable or paid on, any Settlement Payment.
- 7.2. Co-account holders shall be treated as a single Settlement Class Member and receive a single, shared Settlement Payment. Only one Settlement Payment shall be made per account, and each Settlement Payment will be made payable to co-account holders 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 co-account holders. The Settlement Administrator shall, if required, issue IRS Form 1099s to the first listed guarantor according to Defendant's records.
- 7.3. As payment for Attorney's Fees and Expenses, Plaintiffs' 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 Plaintiffs. Plaintiffs' 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. Plaintiffs will each receive a separate award ("Incentive Award") of no more than Ten Thousand Dollars and No Cents (\$10,000.00), subject to approval by the Court,

in addition to their Settlement Payment. Plaintiffs' Incentive Awards 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 Representatives any Incentive Awards;
- c. Pay to Class Counsel any Attorney's Fees and Expenses;
- d. Pay Settlement Payments to all Settlement Class Members who have not submitted a successful opt-out;
- e. Pay any remaining amounts in the Settlement Fund to the Cy Pres Recipient(s).

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 Awards, 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. Defendant's 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. Defendant 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, to the extent ordered by the Court, 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(s) designated by the Parties.

8.7. Plaintiffs' Counsel shall solicit bids for potential Settlement Administrators.

9. PRELIMINARY APPROVAL MOTION

9.1. Plaintiffs 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 Administrator will, within fourteen (14) 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 forty-five (45) days after the notice date, as set forth in Paragraph 3.27, 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 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 borrower or co-borrower on an Account shall be deemed to be a request to Opt-Out by all borrowers on the Account.

11.3. 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.

11.4. 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.

11.5. The Settlement Administrator shall provide Class Counsel and Defense Counsel with a list of all timely Requests to Opt Out within fourteen (14) days after the Opt Out Deadline.

- 11.6. Should 5% or more of the 8,694 putative class members—i.e., 435 or more of the putative class members—Opt Out of the settlement, Defendant has the right to void this Agreement.
- 11.7. 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.
- 11.8. 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 3) and the Settlement Administrator no later than the Objection Deadline.
- 11.9. 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.
- 11.10. 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.

11.11. 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.

11.12. 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

12.1. At least seven (7) days prior to the Final Approval Hearing, Plaintiffs 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 Plaintiffs 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

13.1. 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 Plaintiffs and Defendant agree otherwise or jointly appeal the order disapproving this Settlement.

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

14.1. 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 applied to Administrative Costs first and, if any sums remain after payment of Administrative Costs, donated as set forth in Section 6.4 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

16.1. 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 Defendant's counsel, detailing the distribution of the Settlement Fund.

17. FINAL AND BINDING AGREEMENT

17.1. 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 Defendant, the named Plaintiffs, the Settlement Class Members, Class Counsel, and each and all of each aforementioned entity's 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

Approval Order, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged Defendant and all its current, former, or subsequent divisions, parents, subsidiaries, affiliates, shareholders, owners, officers, directors, members, employees, attorneys, insurers, agents, representatives, partners, franchise partners, predecessors, third-party vendors, successors, and assigns (“Released Parties”) from any and all 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 arising from the facts and circumstances asserted in the Complaint regarding the collection of alleged debts from the 8,694 Class Members on or before entry of the Court’s Final 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 Action 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” means Stonewall Jackson Memorial Hospital Company, d/b/a Mon Health Stonewall Jackson Memorial Hospital, and any current and prior servicers, sub-servicers, owners, and investors for the class debts, 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), members, employees, managers, lenders, masters, servants, principals, partners, 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.

- 18.3. For purposes of this Action, “Releasing Parties” means the Plaintiffs, all Settlement Class Members and any individual acting on any of their behalf(ves), 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.
- 18.4. 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 Defendant of any fault, wrongdoing, or liability whatsoever, or that any class asserted by Plaintiffs merits certification. Defendant expressly denies 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 it 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 Plaintiffs or Defendant.
- 19.3. The Parties agree that the foregoing documents will not be offered as or received against Defendant 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, Defendant may rely upon or use this Agreement as necessary to effectuate the liability protection granted to Defendant 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

20.1. The settlement negotiations resulting in this Agreement have been undertaken by Plaintiffs and Defendant 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

21.1. 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

22.1. 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

23.1. 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

24.1. 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

25.1. The Circuit Court of Gilmer 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

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

27. CHOICE OF FORUM

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

28. ADDITIONAL ACTS TO EFFECTUATE THE AGREEMENT

28.1. 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

29.1. 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

30.1. 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

31.1. Class Counsel unconditionally warrant and represent that they are authorized by Plaintiffs, for whom they are attorneys of record, and the attorneys of record for Defendant warrant and represent that they are authorized by Defendant 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 Defendant makes 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. LIENS

33.1. Each Class Member specifically agrees that he or she is solely responsible for the satisfaction and discharge of any lien obligations, if any. This includes the potential notice obligation required by any statute or otherwise when making a claim or receiving compensation for the settlement. Each Class Member represents and warrants that he or she will satisfy any and all liens and claims that should arise pertaining to the matters involved in or related to the Released Claims. Each Class Member will release, indemnify, and hold harmless Released Parties from any and all damages, penalties, costs, and expenses incurred in connection with any claim or cause of action against the Released Parties as a result of the Settlement Payments to be made to each Class Member.

34. RELEASE, LIMITATIONS

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

35. JURY WAIVER

35.1. 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.

36. KNOWING AND VOLUNTARY ASSENT

36.1. 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.

37. COUNTERPARTS AND FACSIMILE SIGNATURES

37.1. 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.

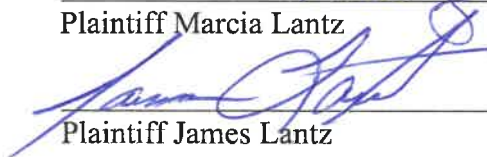
38. HEADINGS AND CAPTIONS

38.1. 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 plaintiffs have executed this Class Settlement Agreement and Release as of _____, 2026.



Plaintiff Marcia Lantz

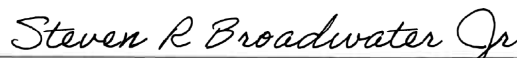


Plaintiff James Lantz

Defendant Stonewall Jackson Memorial Hospital

By: _____

Its: _____



Counsel for Plaintiff and Settlement Class

Counsel for Defendant