



West Virginia E-Filing Notice

CC-11-2025-C-9

Judge: Michael Asbury

To: Steven Broadwater
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NOTICE OF FILING

IN THE CIRCUIT COURT OF GILMER COUNTY, WEST VIRGINIA
Marcia Lantz v. Stonewall Jackson Memorial Hospital Company
CC-11-2025-C-9

The following motion was FILED on 8/5/2026 4:59:34 PM

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IN THE CIRCUIT COURT OF GILMER COUNTY, WEST VIRGINIA

MARCIA LANTZ &
JAMES LANTZ, on behalf of themselves
and all others similarly situated,

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.

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT, CONDITIONAL CLASS CERTIFICATION AND ENTRY OF
SCHEDULING ORDER, WITH INTEGRATED MEMORANDUM IN SUPPORT**

I. INTRODUCTION

After both informal negotiations and a formal mediation session before an experienced mediator, the parties, Plaintiffs Marcia Lantz and James Lantz (“Plaintiffs”), as the proposed representatives of the Settlement Class as defined herein, and Defendant Stonewall Jackson Memorial Hospital Company, d/b/a Mon Health Stonewall Jackson Memorial Hospital (“Defendant”), have reached a proposed class action settlement in this case. By this motion, Plaintiffs respectfully request that the Court (1) conditionally certify the Settlement Class¹ for settlement purposes only; (2) preliminarily approve the proposed Class Settlement and Release Agreement (the “Settlement Agreement”) attached as **Exhibit A**; (3) appoint Plaintiffs as Class Representatives and Plaintiffs’ counsel as Class Counsel; and (4) enter a schedule to complete the tasks necessary to effectuate the proposed settlement. Defendant does not oppose the motion.

¹ Defined terms in this motion have the same definition as those provided in the Class Settlement and Release Agreement, filed contemporaneously herewith.

The proposed settlement is fair in all respects. The proposed settlement creates a non-reversionary Settlement Fund of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00). The Settlement Fund will be used to pay (1) all Settlement Payments; (2) an Incentive Award to each named Plaintiff of up to \$10,000.00, subject to Court approval; (3) class administration fees and costs; (4) any Court-approved Class Counsel Fees and Expenses; and (5) any *cy pres* distribution the Settlement Agreement requires. Based on the current putative Class composition, each Settlement Class Member would receive a Settlement Payment in the amount of approximately Two Hundred Eighty-Seven Dollars and No Cents (\$287.00), before any deduction for Class Counsel Fees and Expenses, Administrative Costs, and incentive awards. Should the Court approve payment from the Settlement Fund of the amounts requested for each of those items, Class Counsel estimates that each Settlement Class Member will receive a Settlement Payment in the amount of approximately One Hundred Eighty-Three Dollars and No Cents (\$183.00) from the Settlement Class Recovery.²

For the reasons set forth below, the Court should grant the motion and enter the proposed agreed Preliminary Approval Order.

II. BACKGROUND AND PROCEDURAL HISTORY

Plaintiffs filed their Class Action Complaint on February 26, 2025, in the Circuit Court of Gilmer County, West Virginia. Consistent with the statute of limitations under the West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101 *et seq.* (the “WVCCPA”), the Class Period spans alleged collection attempts up to and including the previous four (4) years from the date of the filing of this action and so, the Class Period begins on February 26, 2021, and

² This is an estimate based on the following figures, subject to the Court’s approval: \$2,500,000 Settlement Fund, with \$833,333.33 subtracted for Attorney’s Fees, approximately \$12,500 subtracted for Attorney’s Costs, approximately \$20,000 subtracted for incentive awards, and approximately \$39,509 subtracted in Administrative Costs, divided by 8,694 individuals in the Settlement Class, for approximate individual payments in the amount of \$183.42 each.

continues up to and through February 26, 2025, the date that the Complaint was filed. In the Complaint, Plaintiffs allege that Defendant violated the WVCCPA by attempting to collect from the proposed class of West Virginia consumers a sum that exceeded the actual amount due on certain medical debts. Plaintiffs allege that this practice is statutorily prohibited and unlawful.

The parties subsequently exchanged individual and class discovery informally, negotiated their claims, and resolved them with the assistance of a formal mediation session with Charles Piccarillo on February 17, 2026.

Plaintiffs' claims are for violations of the WVCCPA, W. Va. Code §§ 46A-2-124, -124(f), -125, -127, -127(d), -127(g), -128, and -128(d). Plaintiffs have demanded for themselves and all class members: (a) actual and compensatory damages; (b) a statutory penalty for each violation of the WVCCPA; (c) interest, costs, and attorney's fees under W. Va. Code §§ 46A-5-104 and -106(a); (d) pre- and post-judgment interest; and (e) all other relief the Court deems appropriate.

Defendant denies any and all allegations and claims asserted against it in the Complaint, denies any and all wrongdoing and/or liability, and denies that Plaintiffs or the Class Members are entitled to any relief. However, the Parties recognize that the issues presented in this action are likely to be resolved only through extensive and costly pretrial and trial proceedings, and that further litigation would cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties entered into the Settlement Agreement to secure total and final settlement of the Released Claims; to avoid further expense and inconvenience; and to avoid the uncertainty, distraction, and hazards of burdensome litigation, including the possibility of protracted appeals. The settlement was achieved through arm's length negotiations following mediation with Charles Piccarillo, a mediator experienced in the matters at issue in this action.

III. SETTLEMENT TERMS, CLASS NOTICE, AND SETTLEMENT ADMINISTRATION

The proposed Settlement contemplates certification of a West Virginia Rule of Civil Procedure 23(a) and 23(b)(3) opt-out Settlement Class defined by communications sent during the Class Period. The Settlement Class is defined as all persons with a West Virginia address to whom Defendant or its vendors, agents or assigns sent any communication within four years of the filing of this action, wherein such communication demanded any payment in excess of that which was billed to any third-party payor for services rendered. Based on Defendant's review of its records as of February 2026, Defendant has identified approximately 8,694 individuals as potential Settlement Class Members. After deductions for attorneys' fees and costs, Administrative Costs, and any Incentive Awards approved by the Court, funds will be allocated to Settlement Class Members on a per-individual basis, subject to the terms of the Settlement Agreement.

The total settlement amount is Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00), which shall be used to pay (1) all Settlement Payments; (2) any Court-approved Incentive Awards to Plaintiffs; (3) class administration fees and costs to the Settlement Administrator; (4) any Court-approved Class Counsel Fees and Expenses; and (5) any *cy pres* distribution required by the Settlement Agreement. This is the total amount that Defendant shall be required to pay in exchange for the full and final release described in the Class Settlement and Release Agreement, 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.

All Class Members will receive mailed notice through a process overseen by an experienced settlement administrator. The Notice of Proposed Settlement of Class Action and Final Approval Hearing is attached as Exhibit A to the Settlement Agreement. Notice will be mailed within fourteen (14) days after entry of the Preliminary Approval Order. Each Class

Member may opt out of or object to the Settlement. Any Class Member choosing to opt out of the Settlement or object must do so by the deadline set forth in the Class Notice and Preliminary Approval Order, which deadline will be forty-five (45) days after the Notice mailing date, unless extended by order of the Court.

“In the context of a class action, the due process requirements of the Fifth Amendment require ‘[r]easonable notice combined with an opportunity to be heard and withdraw from the class.’” *Groves v. Roy G. Hildreth & Son, Inc.*, No. 2:08-cv-820, 2011 WL 4382708 *3 (S.D. W. Va. Sept. 20, 2011) (quoting *In re Serzone Prods. Liability Litig.*, 231 F.R.D. 221, 231 (S.D. W. Va. 2005)); *see also Domonoske v. Bank of Am., N.A.*, 790 F. Supp. 2d 466, 472 (W.D. Va. 2011). West Virginia Rule of Civil Procedure 23(c)(2)(B) requires “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” *See also* Fed. R. Civ. P. 23(c)(2); *Robinson v. 3rd Group Properties, LLC*, No. 1:18-cv-00646, 2020 WL 4558978, at *3 (M.D.N.C. Jan. 29, 2020); *Helmick v. Columbia Gas Transmission*, No. 2:07-cv-743, 2010 WL 2671506, at *8 (S.D. W. Va. July 1, 2010); *Muhammad v. Nat’l City Mortgage, Inc.*, No. 2:07-cv-423, 2008 WL 5377783, at *3 (S.D. W. Va. Dec. 19, 2008). The notice must “inform potential class members of the nature of the action, that class members may make an appearance through counsel, that class members may exclude themselves from the settlement, and that the class judgment will have a binding effect on class members who are not excluded.” *Groves*, 2011 WL 4382708, at *3; *Helmick*, 2010 WL 2671506, at *8. Silence on the part of potential class members receiving the notice equates to “tacit consent to the court’s jurisdiction.” *In re Serzone Prods. Liability Litig.*, 231 F.R.D. at 231; *see also Krell v. Prudential Ins. Co. of Am. (In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions)*, 148 F.3d 283, 306 (3d Cir. 1998).

The type of notice to which a member of a class is entitled depends upon the information available to the parties about that person, and the possible methods of identification. *See In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1098 (5th Cir. 1977) (citing *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950)). In determining the reasonableness of the effort required, the court must look to the “anticipated results, costs, and amount involved.” *In re Nissan*, 552 F.2d at 1099. “[D]ue process is satisfied ‘where a fully descriptive notice is sent first-class mail to each class member, with an explanation of the right to opt out.’” *Domonoske*, 790 F. Supp. 2d at 472 (quoting *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985)).

Defendant has queried its records to determine the name, last-known address, and pertinent account information for Settlement Class Members. Defendant will provide the Settlement Administrator with the names and last known addresses of Settlement Class Members on the Notice List. Before mailing, the Settlement Administrator will attempt to update the last known addresses of the Settlement Class Members through the National Change of Address system or similar database. With such detailed information, the first-class mailed notice proposed in the Settlement Agreement will provide the best notice to class members. Notices returned with forwarding addresses shall be promptly remailed. These procedures are designed to reach the maximum number of Settlement Class Members at a reasonable expense.

The Parties’ proposed Notice of Class Settlement, attached as Exhibit A to the Settlement Agreement, provides a full description of the nature of the action, the proposed settlement, and the requested attorneys’ fees. *See Domonoske*, 790 F. Supp. 2d at 472. The Notice 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, the deadline for objections and opt outs, and the date of the fairness hearing.

Plaintiffs propose that the Court appoint Epperly Re:Solutions, LLC (“Epperly”) as Settlement Administrator. Plaintiffs solicited multiple settlement administration bids and propose Epperly because its estimate reflects a realistic notice plan. Epperly estimates administration costs of approximately Thirty-Nine Thousand Five Hundred Nine Dollars and No Cents (\$39,509.00), subject to variation based on actual return mail rates, response rates, and any changes in the notice or distribution protocol. This includes class list database compilation and perfection, address correction and updates through TransUnion/TLO/NCOA, mailing notice, maintaining an informational settlement website, processing returned mail, performing address research and remailing, receiving opt outs and objections, settlement payment distribution, 1099 issuance, and preparation of notice and claims statistics and a supporting declaration. For Notices returned as undeliverable, Epperly will perform address research and remail Notice where a better address is located. These procedures are designed to maximize delivery of Notice and Settlement Payments at reasonable cost. Epperly’s estimate assumes a twenty percent (20%) return mail rate, address research, and an average of one remail attempt, which Plaintiffs submit is reasonable given that the class list arises from hospital account records and may include stale addresses and deceased account holders.

IV. THE SETTLEMENT MERITS PRELIMINARY APPROVAL

West Virginia Rule of Civil Procedure 23(e) provides that a class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in the manner the court directs. *See W. Va. R. Civ. P. 23(e)*. Preliminary approval is the first of three steps that comprise the approval procedure for settlement of a class action. The second step is the dissemination of the notice of settlement to all class members. The final step is the formal settlement approval hearing. *Manual for Complex Litig.* (3rd) § 30.41 (2000).

At the preliminary approval stage, the question for the Court is whether the proposed settlement is “within the range of possible approval.” *Armstrong v. Bd. of Sch. Dirs.*, 616 F.2d 305, 314 (7th Cir. 1980). The point of preliminary approval is “to ascertain whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” *Id.* Preliminary approval does not require the Court to answer the ultimate question of whether a proposed settlement is fair, reasonable, and adequate. That determination is made after class members have received notice and an opportunity to voice their views of the settlement or be excluded from the class. *See, e.g.*, 3B J. Moore, *Moore's Fed. Prac.* § 23.80 [2-1] at 23-479 (2d ed. 1993).

The Court should grant preliminary approval for several reasons. ***First***, Settlement Class Members will receive substantial cash payments. Many Settlement Class Members may have no knowledge of their claims, and therefore have no prospect of recovering for Defendant’s alleged conduct absent this settlement. Based on current putative Class composition, Settlement Class Members would receive a Settlement Payment in the amount of approximately Two Hundred Eighty Seven Dollars and No Cents (\$287.00) each before any deduction for Class Counsel Fees and Expenses, Administrative Costs, and incentive awards. Should the Court approve payment from the Settlement Fund of the amounts requested for each of those items, Class Counsel estimates that Settlement Class Members will receive a Settlement Payment in the amount of approximately One Hundred Eight-Three Dollars and No Center (\$183.00) each from the Settlement Class Recovery.³

³ This is an estimate based on the following figures, subject to the Court’s approval: \$2,500,000 Settlement Fund, with \$833,333.33 subtracted for Attorney’s Fees, approximately \$12,500 subtracted for Attorney’s Costs, approximately \$20,000 subtracted for inventive awards, and approximately \$39,509 subtracted in Administrative Costs, divided by 8,694 individuals in the Settlement Class, for approximate individual payments in the amount of \$183.42 each.

Second, the parties have engaged “in sufficient investigation of the facts to enable the court to intelligently . . . make an appraisal” of the fairness of a proposed class settlement. *Polar Int’l Brokerage Corp. v. Reeve*, 187 F.R.D. 108, 114 (S.D.N.Y. 1999) (internal quotations omitted). The Parties agree on the facts giving rise to the claims and disagree as to the legal issues involved. These issues have been thoroughly investigated and considered.

Third, pretrial activity and discovery were sufficiently adversarial to show that they were not designed to justify a settlement, but instead reflected an aggressive effort to move toward trial. *Id.* (citing *Martens v. Smith, Barney, Inc.*, 181 F.R.D. 243, 263 (S.D. N.Y. 1998)). The Parties negotiated the settlement with the benefit of an informal exchange of relevant information and a contested mediation session overseen by an experienced mediator.

Fourth, the proposed settlement will avoid the complexity, expense, as well as the uncertainty and duration of continued litigation, all of which are factors that favor preliminary approval. *See Cox v. Branch Banking & Tr. Co.*, No. 5:16-CV-10501, 2019 WL 164814, at *3 (S.D. W. Va. Jan. 10, 2019) (citing *In re Corp. Litig.*, 264 F.3d 201, 231, 233 (3d Cir. 2001)); *Girsh v. Jepson*, 521 F.3d 153, 157 (3d Cir. 1975) (complexity, expense, and duration as one of nine factors in determining the fairness of settlement); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974).

Fifth, the settlement was reached through arm’s-length negotiations. *Polar Int’l*, 187 F.R.D. at 112 (the court must look at the negotiating process leading to settlement in order to ensure that the “compromise be the result of arm’s-length negotiations and that plaintiffs’ counsel have possessed the experience and ability, and have engaged in the discovery, necessary to effective representation of the class’s interests.”) (citing *Weinberger v. Kendrick*, 698 F.2d 61, 74

(2d Cir. 1983)). The parties agreed to the settlement only after obtaining substantial information regarding the composition of the class and considering the issues and risks involved.

Finally, Plaintiffs’ counsel supports the settlement. The “opinion of experienced class action counsel, with substantial experience in litigation of similar size and scope, is an important consideration” in assessing fairness. *Deem v. Ames True Temper, Inc.*, No. 6:10-cv-01339, 2013 WL 2285972, at *2 (S.D. W. Va. May 23, 2013) “When the parties’ attorneys are experienced and knowledgeable about the facts and claims, their representations to the court that the settlement provides class relief which is fair, reasonable and adequate should be given significant weight.” *Id.* (quoting *Rolland v. Cellucci*, 191 F.R.D. 3, 10 (D. Mass. 2000)). In the present case, proposed Class Counsel are experienced in litigating consumer protection class actions. *See Reynolds v. TD Auto Finance LLC*, No. 17-C-372 (Cir. Ct. of Mercer County, W. Va. Mar. 8, 2021) (finding proposed class counsel, who are same counsel here, to be “experienced in complex litigation, including class action litigation”); *see also Adkins v. Midland Credit Mgmt., Inc.*, No. 5:17-cv-04107, at *3 (S.D. W. Va. Sept. 14, 2021) (same).

For all these reasons, the settlement is fair and adequate, and preliminary approval is justified.

V. THE COURT SHOULD CONDITIONALLY CERTIFY A SETTLEMENT CLASS

For purposes of this Settlement only, Defendant does not oppose class certification. The proposed Settlement contemplates certification of a W. Va. R. Civ. P. 23(a) and 23(b)(3) settlement class. The class consists of approximately 8,694 individuals as of February 2026.

After deductions for attorneys’ fees and costs, Administrative Costs, and any Court-approved Incentive Awards, funds will be allocated to class members on a *per capita* basis, subject to the terms of the Settlement Agreement.

Even though Plaintiffs and Defendant have agreed to certification of the Settlement Class for settlement purposes only, the Court must still determine that the proposed Settlement Class is appropriate for certification. The proposed settlement class must meet the requirements for certification under Rule 23, *In re: West Virginia Rezulin Litig.*, 585 S.E.2d 52 (W. Va. 2003), and *State ex rel. West Virginia-American Water Company v. Webster*, 248 W. Va. 268, 888 S.E.2d 448, 451 (2023), and it meets those requirements here.

A. THE SETTLEMENT CLASS SATISFIES THE NUMEROSITY, COMMONALITY, TYPICALITY AND ADEQUACY ELEMENTS OF RULE 23(A).

“Before certifying a class under Rule 23 of the West Virginia Rules of Civil Procedure [1998], a circuit court must determine that the party seeking class certification has satisfied all four prerequisites contained in Rule 23(a)—numerosity, commonality, typicality, and adequacy of representation—and has satisfied one of the three subdivisions of Rule 23(b). As long as these prerequisites to class certification are met, a case should be allowed to proceed on behalf of the class proposed by the party.’ Syl. Pt. 8, *In re W. Va. Rezulin Litig.*, 214 W. Va. 52, 585 S.E.2d 52 (2003), *holding modified by State ex rel. Surnaik Holdings of WV, LLC v. Bedell*, 244 W. Va. 248, 852 S.E.2d 748 (2020); Syl. Pt. 3, *State ex rel. W. Virginia-Am. Water Co. v. Webster*, 248 W. Va. 268, 888 S.E.2d 448, 451 (2023).

The prerequisites are readily met here.

1. NUMEROSITY

Rule 23(a)(1) requires that the class be of sufficient size that joinder of all members is “impracticable.” W. Va. R. Civ. P. 23(a)(1). In determining whether joinder is impracticable, a court should analyze the factual circumstances of the case rather than relying on numbers alone. *Rezulin*, 585 S.E.2d at 65. In the present case, Defendant’s records identify approximately 8,694 individuals as potential Settlement Class Members. Individual joinder of all of these persons is

impracticable, and would impose a heavy burden on the various courts in the counties in which class members reside. The proposed Settlement Class satisfies the numerosity requirement.

2. *COMMONALITY*

Rule 23(a)(2) requires a showing of the existence of “questions of law or fact common to the class.” The threshold for a finding of commonality is low, and only requires that “resolution of the common questions affect all or a substantial number of the class members.” *Rezulin*, 585 S.E.2d at 67. “The common questions need be neither important nor controlling, and one significant common question of law or fact will satisfy this requirement.” *Id.* (citations omitted).

This action implicates numerous overriding factual and legal questions common to all Settlement Class Members, including whether Defendant’s conduct violated the WVCCPA, and what statutory damages are appropriate. These questions are common to all proposed Settlement Class Members. Commonality is present.

3. *TYPICALITY*

To establish typicality under Rule 23(a)(3), the “claims or defenses of the representative parties [must be] typical of the claims or defenses of the class.” W. Va. R. Civ. P. 23(a)(3). “A representative party’s claim or defense is typical if it arises from the same event or practice or course of conduct that gives rise to the claims of other class members, and if his or her claims are based on the same legal theory.” *See* Syl. Pt. 12, *Rezulin*, 585 S.E.2d 52.

Plaintiffs’ claims are aligned with those of the putative class members. The facts supporting Plaintiffs’ claims are typical of the claims of the Settlement Class Members. All claims are based upon the same legal theories and arise out of an alleged standard course of conduct by the Defendant over the duration of the class period. The proposed Settlement Class therefore satisfies the Rule 23(a)(3) typicality requirement.

4. ADEQUACY OF REPRESENTATION

Rule 23(a)(4) requires that “the representative parties will fairly and adequately protect the interests of the class.” W. Va. R. Civ. P. 23(a)(4). This factor examines the “qualifications of [class] counsel to represent the class” and attempts to “uncover conflicts of interest between named parties and the class they seek to represent.” *Rezulin*, at 68.

Plaintiffs have no interests that conflict in any way with the interests of the proposed Settlement Class as a whole. Plaintiffs share an interest with the other Settlement Class Members in opposing Defendant’s alleged practices and have willingly stepped forward to pursue their claims on a class-wide basis. Plaintiffs have and will fairly and adequately protect the interests of the proposed Settlement Class.

Moreover, the attorneys are well-versed in class actions. Jonathan R. Marshall, Denali Hedrick, and the law firm of Bailey & Glasser LLP, as well as Steven R. Broadwater, Jr. of Stewart Bell, PLLC have served as class counsel in numerous state and federal court class actions, including class actions alleging violations of the WVCCPA such as this one. The adequacy of representation requirement is met.

B. THE PROPOSED SETTLEMENT CLASS SATISFIES RULE 23(B)(3) REQUIREMENTS OF PREDOMINANCE AND SUPERIORITY.

1. COMMON QUESTIONS OF LAW OR FACT PREDOMINATE.

Rule 23(b)(3) requires that the questions of law or fact common to all members of the class predominate over questions pertaining to individual members. “A conclusion on the issue of predominance requires an evaluation of the legal issues and the proof needed to establish them.” *Rezulin* at 72 (citations omitted). “As a matter of efficient judicial administration, the goal is to save time and money for the parties and the public and to promote consistent decisions for people with similar claims.” *Id.* (internal quotations omitted). When certifying a class for settlement

purposes only, manageability problems that would arise if the class was litigated need not be considered. *See Newberg on Class Actions* § 4:63 (6th ed.) (stating that “in settlement class actions, because manageability need not be a concern, predominance—the main focus of manageability—recedes in importance as well”); *Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997) (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, *see* Fed. Rule Civ. Proc. 23(b)(3)(D), for the proposal is that there be no trial.”).

Relative to the predominance requirement of Rule 23(b)(3), the *Surnaik I* Court elaborated that this analysis must include

(1) identifying the parties’ claims and defenses and their respective elements; (2) determining whether these issues are common questions or individual questions by analyzing how each party will prove them at trial; and (3) determining whether the common questions predominate. In addition, circuit courts should assess predominance with its overarching purpose in mind—namely, ensuring that a class action would achieve economies of time, effort, and expense, and promote uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.

Syl. Pt. 7, in part, *Surnaik I*, 244 W. Va. at 250, 852 S.E.2d at 750. *See also Webster*, 2023 WL 3836334 at *11–12. Under that standard, this case is well-suited for class treatment. The claim is the same as to all class members, and potential liability hinges on one main question: did Defendant attempt to collect from the proposed class of West Virginia consumers a sum that exceeded the actual amount due on certain medical debts? This common question necessarily predominates over issues requiring individualized proof. Moreover, damages are set by statute and are readily quantifiable.

Here, class members are all in the same position. Their causes of action are the same and arise from the same practices and procedures: Defendant’s alleged collection of sums that exceeded the actual charges on certain medical debts. These factors overwhelmingly suggest that

“a class action would achieve economies of time, effort, and expense, and promote uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results.” *Id.* The Settlement obviates any need to adjudicate individual issues that might otherwise render a class action unmanageable. *See Amchem*, 521 U.S. at 620. Plaintiffs therefore submit that common questions of law and fact predominate over individual issues for purposes of class certification under Rule 23(b)(3).

2. THE CLASS ACTION IS THE SUPERIOR METHOD TO ADJUDICATE PLAINTIFFS’ CLAIMS.

Rule 23(b)(3) requires that the class action be “superior to other available methods for the fair and efficient adjudication of the controversy.” This factor examines the manageability of the class action; the conservation of time, effort and expense; the degree to which the class provides a forum for small claimants; and deterrence. *Rezulin*, 585 S.E.2d at 75–76.

A class action is the best way to efficiently resolve all the putative class members’ claims. As stated above, most class members will have no idea that their claims exist, and therefore have no prospects of an individual recovery. Additionally, it would be inefficient and costly for each putative Class Member to litigate the issues in this case. “Settling this case as a class action will achieve economies for both the litigants and the court” through a significant reduction in the “overall cost of complex litigation, allowing plaintiffs’ attorneys to pool their resources and requiring defendants to litigate all potential claims at once, thereby leveling the playing field between the two sides.” *In re Serzone Prods. Liab. Litig.*, 231 F.R.D. at 240; *see also In re “Agent Orange” Prod. Liab. Litig.*, 597 F. Supp. 740, 842 (E.D.N.Y. 1984).

Class counsel have also successfully resolved many WVCCPA cases via class action settlements in Circuit Courts around the State, and those Courts have found the settlements meet Rule 23 criteria for settlement purposes. Moreover, this case does not present any of the

manageability problems that impact the superiority determination. In particular, providing notice to class members can be easily accomplished because Defendant will be able to generate an accurate list of Settlement Class Members using the records it has available to it. Thus, the proposed class meets the superiority requirement of Rule 23(b)(3).

Class settlement provides an efficient and appropriate resolution of the controversy. No other superior method of adjudicating the controversy exists. The requirements of Rule 23(b)(3) are met.

VI. PROPOSED CLASS COUNSEL ARE QUALIFIED TO REPRESENT THE CLASS

West Virginia Rule 23(f) requires that the Court appoint class counsel upon certification of the class. Factors for the Court to consider include: the work counsel has done in identifying or investigating potential claims in the action; counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in the action; counsel's knowledge of the applicable law; and the resources counsel will commit to representation of the class. W. Va. R. Civ. P. 23(f)(1)(A)(i)-(iv).

Proposed class counsel, Bailey & Glasser LLP and Stewart Bell, PLLC, are qualified and able to represent the class. Proposed class counsel have submitted a declaration outlining their substantial experience litigating consumer protection, class action, and other complex cases. *See Exhibit B*, Decl. of Jonathan Marshall. As stated above, Plaintiffs' counsel performed substantial work in investigating, prosecuting and negotiating settlement of the case, and are qualified to serve as class counsel. *See Muhammad*, 2008 WL 537783, at *3 (recognizing skill and experience of Plaintiffs' counsel); *Adkins v. Midland Credit Mgmt., Inc.*, No. 5:17-cv-04107, 2022 WL 327739, at *3 (S.D. W. Va. Feb. 3, 2022) (same as to attorneys requesting appointment here).

PROPOSED SCHEDULE TO COMPLETE SETTLEMENT

The Court's calendar permitting, the Parties propose the following schedule to complete the tasks necessary to effectuate the proposed settlement:

1. Class Notice Mailed: fourteen (14) days after entry of the Preliminary Approval Order;
2. Exclusion Date: forty-five (45) days prior to final approval hearing;
3. Objection Date: forty-five (45) days prior to final approval hearing;
4. Report of Exclusion Requests and Objections: within fourteen (14) days after the Exclusion and Objection Date;
5. Final Approval Submissions and Hearing: final approval submissions shall be filed no later than seven (7) days before Final Approval Hearing, and the Final Approval Hearing shall be scheduled no earlier than one hundred twenty (120) days after the filing of the Motion for Preliminary Approval.

CONCLUSION

For these reasons, Plaintiffs respectfully request that the Court grant their motion, conditionally certify the Settlement Class for settlement purposes only, preliminarily approve the proposed settlement and notice, and enter the proposed schedule. A proposed order is attached as **Exhibit C**.

Respectfully submitted this 5th day of May, 2026.

PLAINTIFFS,
BY COUNSEL

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EXHIBIT A

Proposed Class Action Settlement Agreement and Notice

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

EXHIBIT A

Class Notice

LEGAL NOTICE
NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

Marcia Lantz & James Lantz, on behalf of themselves and all others similarly situated, v. Stonewall Jackson Memorial Hospital Company, d/b/a Mon Health Stonewall Jackson Memorial Hospital, Case No. CC-11-2025-C-9
(Circuit Court of Gilmer 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 Defendant Stonewall Jackson Memorial Hospital Company, d/b/a Mon Health Stonewall Jackson Memorial Hospital (“Stonewall” or “Defendant”). 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 \$2,500,000.00 (“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 Representatives, as well as the costs of administering the Settlement. 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.\[website\].com](http://www.[website].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, Plaintiffs allege that the Defendant violated the West Virginia Consumer Credit and Protection Act by attempting to collect from 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.

Defendant denies 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 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 potential Class Members, based on Defendant’s February 2026 review of its records.

What Does the Settlement Provide?

(1) Cash Payments to Class Members.

Defendant will establish a Settlement Fund in the amount of \$2,500,000.00.

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 guarantor 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.”

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 in the range of \$180 to as much as \$287 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 Representatives who brought this lawsuit, Marcia Lantz and James Lantz, will separately request an Incentive Award of \$10,000.00 each, to be paid from the Settlement Fund, for serving as Class Representatives.

(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.\[website\].com](http://www.[website].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, Defendant’s 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 Defendant and the Released Parties, as defined in the Settlement Agreement, 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.

The Court’s Fairness Hearing

The Gilmer County Circuit Court will hold a final fairness hearing in this case on [\[date\]](#) in the Courtroom of the Honorable Michael W. Asbury, Jr., Gilmer County Courthouse, 10 Howard

St., Glenville, West Virginia, 26351. 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 Representatives. 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 guarantor listed on the 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 and the Released Parties, as defined in the Settlement Agreement. 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 a statement that you are seeking exclusion from the *Lantz v. Stonewall Jackson Memorial Hospital Company, d/b/a Mon Health Stonewall Jackson Memorial Hospital*, Case No. CC-11-2025-C-9 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. The deadline to request exclusion from the Settlement is forty five (45) days after the Notice mailing date. You must postmark your letter no later than [date]; 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 (*Lantz v. Stonewall Jackson Memorial Hospital Company, d/b/a Mon Health Stonewall Jackson Memorial Hospital*, Case No. CC-11-2025-C-9); (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. The deadline to object to the Settlement is forty five (45) days after the Notice mailing date. 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 [date]:

Court:

Clerk of Court
Gilmer County Circuit Court
10 Howard St.
Glenville, WV 26351

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:

Joseph A. Ford
Todd A. Biddle
Spilman Thomas & Battle, PLLC
Post Office Box 273
Charleston, WV 25321-0273
(304) 720-5650

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
[address]

EXHIBIT B

Declaration of Jonathan Marshall

IN THE CIRCUIT COURT OF GILMER COUNTY, WEST VIRGINIA

MARCIA LANTZ &
JAMES LANTZ, on behalf of themselves
and all others similarly situated,

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.

**DECLARATION OF JONATHAN R. MARSHALL IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

1. I am submitting this declaration to show, as required by Rule 23(f) of the West Virginia Rules of Civil Procedure, “the work counsel has done in identifying or investigating potential claims in the action; counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action; counsel’s knowledge of applicable law; and the resources that counsel will commit to representing the class[.]”

2. Plaintiff asks the Court to appoint the following firms and attorneys as Class Counsel:

Bailey & Glasser LLP
Jonathan Marshall, Esq.
Denali Hedrick, Esq.

Stewart Bell, PLLC
Steven Broadwater, Esq.

3. I received my B.A. from West Virginia University, *summa cum laude*, in 2003. I am a 2007 graduate, Order of the Coif, of the West Virginia University College of Law.

4. In the summer of 2007, I began my employment with Bailey & Glasser LLP as an associate attorney. I made partner in January of 2014. I was admitted to the West Virginia Bar in

October 2007, Illinois in 2008, and California in 2023.

5. I concentrate my practice in class and mass actions. I have served as class counsel in many cases, including:

- *Desai v. ADT Sec. Servs*, Civil Action No. 1:11-cv-1925 (N.D. Ill.) (\$15 million TCPA class settlement).
- *Mey v. Frontier Communications Corporation*, Civil Action No. 3:13-1191 (D. Conn.) (\$11 million TCPA class action settlement).
- *Mey v. Patriot Payment Group, LLC, et al.*, Civil Action No. 5:15-cv-00027 (N.D. W.Va.) (\$3.7 million TCPA class action settlement).
- *Dijkstra v. Carenbauer*, Civil Action No. 5:11-cv-00152 (N.D. W. Va.) (court awarded class more than \$2.6 million after granting affirmative summary judgment in mortgage loan case alleging violations of the West Virginia Consumer Credit and Protection Act).
- *Hardwick v. Rent-A-Center, Inc.*, Civil Action No. 3:06-0901 (S.D. W. Va.) (class action settlement worth more than \$5 million; alleging violations of state Consumer Goods Rental Protection Act).
- *Muhammad v. National City Mortgage Co.*, Civil Action No. 207-0423 (S.D. W. Va.) (\$700,000 mortgage loan servicing settlement alleging violations of the West Virginia Consumer Credit and Protection Act).
- *Shonk v. SG Sales Co.*, Case No. 07-C-1800 (Circuit Court of Kanawha County, West Virginia) (\$2.4 million nationwide settlement of class action brought under the Telephone Consumer Protection Act).
- *Triplett v. NationStar Mortgage, LLC*, Civil Action No. 3:11-cv-238 (S.D. W. Va.) (loan servicing case settled for \$1.5 million).
- *Gillispie v. Rite Aid of West Virginia, Inc.*, Civil Action No. 11-C-1815 (Circuit Court of Kanawha County, West Virginia) (wage payment class settlement of \$410,000).
- *Bauthauer v. Amazon.com, et al.*, Civil Action No. 12-C-111 (Circuit Court of Lincoln County, West Virginia) (wage payment class settlement).
- *Roberts v. Walgreen Co., et al.*, Civil Action No. 12-C-337 (Circuit Court of Mercer County, West Virginia) (wage payment class settlement).
- *Dunlap v. Wells Fargo*, Civil Action No. 04-C-101 (Circuit Court of Lincoln County, West Virginia) (consumer class action resulting in

\$9 million settlement, not including interest rate reductions and credit repair provided as part of the settlement).

- *Powers v. Santander Consumer USA, Inc.*, Civil Action No. 12-cv-11932-TSH (D. Mass.) (consumer class action resulting in the establishment of a \$750,000 settlement fund and \$20 million in debt relief).
- *Glover v. Bank of America, N.A.*, Civil Action No. 13-40042-TSH (D. Mass.) (class action settlement for Massachusetts borrowers regarding late fees).
- *Pirillo v. PNC Mortgage Corporation*, Civil Action No. 11-C-751 (Circuit Court of Monongalia County, West Virginia) (consumer class action settlement).
- *Morris v. Merck Sharp & Dohme Corp.*, Civil Action No. 3:11-cv-00882 (S.D. W.Va.) (wage payment class action settlement totaling \$750,000).
- *Deem v. Ames True Temper, Inc.*, Civil Action No. 6:10-cv-01339 (S.D. W.Va.) (\$405,000 class action settlement in an ERISA action).
- *Dillon v. Chase*, Civil Action No. 03-C-164-W (Circuit Court of Hancock County, West Virginia) (\$3.3 million-dollar consumer class action settlement).
- *Maureen DiLoretti, et al. v. Countrywide Home Loans, Inc., et al.*, Civil Action No. 5:14-cv-00076 (S.D. W.Va.) (\$1,638,000 class action settlement for alleged abusive appraisals).
- *David and Theresa Palkovic, et al., Countrywide Home Loans, Inc.*, Civil Action No. 14-C-184 (Circuit Court of Ohio County, West Virginia) (\$1 million class action settlement for unconscionable inducement class action).
- *Navelski v. International Paper Company*, Case No. 3:14-cv-445 (N.D. Fla.) (certified class on behalf of homeowners of 317 homes in a neighborhood alleged to be flooded by Defendant's dam breaking).
- *Shore v. JP Morgan Chase Bank, N.A., et al.*, Case No. 16-cv-60125 (S.D. Fla.) (\$400,000 recovery for borrowers as a result of reinstatement quotes).
- *Doe v. Discover Bank*, Civil Action No. 16-C-417 (K) (Circuit Court of Raleigh County, W. Va.) (class action settlement for \$510,000 for disclosure violations under West Virginia Consumer Credit and Protection Act)
- *Perez v. Figi's*, Civil Action No. 5:15-cv-13559 (S.D. W. Va.) (class action settlement for \$1.7 million in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act)
- *Snuffer v. Liberty University, Inc.*, No. 15-c-804(H) (Circuit Court of Raleigh County, W. Va.) (class action settlement for \$1,947,500 in case

alleging debt collection violations under West Virginia Consumer Credit and Protection Act)

- *Cox v. BB&T Co.*, No. 5:17-cv-01982 (S.D. W. Va.) (class action settlement for \$861,355 in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act)
- *Eads v. Kohl's Dep't Stores, Inc., et al*, No. 16-c-732 (Circuit Court of Raleigh County, W. Va.) (class action settlement for \$140,000 in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act)
- *Franklin v. M&T*, No. 1:18-cv-00587 (S.D.W. Va.) (class action settlement for \$ in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act)
- *Perdue v. Sublett Pearson PLC* (Circuit Court of Fayette County, W. Va.) (class action settlement for \$275,000 in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act)
- *Ruth v. Carrington Mortgage Services, LLC* (Circuit Court of Ohio County, W. Va.) (class action settlement for \$350,000 in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act)
- *Ellison v. Carrington Mortgage Services, LLC* (Circuit Court of Roane County, W. Va.) (class action settlement for \$650,000 in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act)
- *Reynolds v. TD Auto Finance LLC* (Circuit Court of Mercer County, W. Va.) (class action settlement for \$442,200 in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act)

6. Denali Hedrick is an associate attorney with Bailey & Glasser LLP. She graduated with a B.S.J. from West Virginia University, *magna cum laude*, in 2018 and is a 2021 graduate, Order of the Coif, of the West Virginia University College of Law.

7. Ms. Hedrick has been a member of the West Virginia Bar since October 2021. She is also admitted to practice law before the United States Court of Appeals for the Fourth Circuit and the United States District Courts for the Northern and Southern Districts of West Virginia.

8. Ms. Hedrick clerked from October 2021 to October 2022 for the Honorable Joseph R. Goodwin of the United States District Court for the Southern District of West Virginia.

9. Ms. Hedrick joined Bailey & Glasser, LLP, in October 2022 and has worked with Mr. Marshall on consumer class actions since her time as a summer associate with the firm in 2019, excluding her time as a law clerk. She was appointed class counsel in *Klare v. Westlake Services, LLC*, No. 2:23-cv-06386-FMO-AGR (C.D. Cal.) and *Johnson v. Marin County Federal Credit Union*, Case No. CGC-23-607251 (San Francisco Cty., Cal.).

10. Bailey & Glasser has obtained millions of dollars in restitution and debt forgiveness for consumers by successfully asserting state and federal consumer credit law claims on their behalf. A partial listing of those cases includes the following:

- *Krakauer v. Dish Network, L.L.C.*, Case No. 1:14-cv-00333 (M.D. N.C.) (\$20.5 million jury verdict in a class action trial against Dish Network, alleging Dish was liable for more than 51,000 telemarketing calls placed by a defunct DISH dealer to persons whose telephone numbers were on the National Do Not Call Registry).
- *Tadepalli v. Uber Technologies, Inc.*, Case 3:15-cv-04348 (N.D. Cal.) (100% refunds made in class action settlement for California Uber riders charged approximately \$2.2 million in “airport fee tolls” which Uber did not pay to California airports).
- *Wieland v. Bring Care Home, Inc.*, C.A. No. ESCV2013-01380 (Essex County, Mass.) (class action settlement for failure to pay all hours worked).
- *Thomas v. Home Credit Corp., Inc.*, 11-CVS-1116 (Vance County, N.C.) (class action settlement in favor of state-wide class of borrowers denied consumer rights disclosures).
- *Desai v. Charvat*, Civil Action No. 1:11-cv-1925 (N.D. Ill.) (\$15 million TCPA class settlement).
- *Roberts v. Walgreen Co., et al.*, Civil Action No. 12-C-337 (Circuit Court of Mercer County, West Virginia) (wage payment class settlement).
- *Glover v. Bank of America, N.A.*, C.A. No. 13-40042-TSH (D. Mass.) (class action settlement for Massachusetts borrowers regarding late fees).
- *Powers v. Santander Consumer USA, Inc.*, Civil Action No. 12-cv-11932-TSH (D. Mass.) (consumer class action resulting in the establishment of a \$750,000 settlement fund and \$20 million in debt relief).
- *Pirillo v. PNC Mortgage Corp.*, Civil Action No. 11-C-751 (Circuit Court of Monongalia County, West Virginia) (consumer class action settlement).
- *Ross v. CitiFinancial Auto Ltd.*, Case No. 12-1173-TJC (M.D. Fla.) (class action settlement in favor of state-wide class of borrowers denied consumer rights disclosures).
- *Morris v. Merck Sharp & Dahme Corp.*, Civil Action No. 3:11-cv-00882 (S.D. W. Va.) (wage payment class action settlement totaling \$750,000).

- *Hall v. Capital One Auto Fin., Inc.*, Case No. 08-1181 (N.D. Ohio) (\$37 million settlement on behalf of state-wide class of car owners sent allegedly flawed repossession notices).
- *Brailsford v. Jackson Hewitt, Inc.*, Case No. 06-00700 (N.D. Cal.) (\$672,000 settlement on behalf of class of California consumers).
- *Hardwick v. Rent-A-Center, Inc.*, Civil Action No. 3:06-0901 (S.D. W. Va.) (class action settlement worth more than \$5 million, alleging violations of state Consumer Goods Rental Protection Act).
- *Triplett v. NationStar Mortgage, LLC*, Civil Action No. 3:11-cv-238 (S.D. W. Va.) (loan servicing case settled for \$1.5 million).
- *Shonk v. SG Sales Co.*, Case No. 07-C-1800 (Circuit Court of Kanawha County, West Virginia) (\$2.4 million nationwide settlement of class action brought under the Telephone Consumer Protection Act).
- *Lowe v. Ford Motor Credit*, Case No. 99 CVF 15806 (Cuyahoga County, Ohio) (\$22 million settlement on behalf of state-wide class of car owners subject to flawed repossession practices).
- *Muhammad v. National City Mortgage, Inc.*, Case No. 2:07-cv-00423 (S.D. W. Va.) (\$700,000 settlement of West Virginia loan servicing class action alleging National City Bank charged late loan-payment fees in violation of state law).
- *Brailsford v. Jackson Hewitt*, Case No. C 06-00700 CW (N.D. Cal.) (class action against Jackson Hewitt, Inc. for class of California consumers who purchased the tax preparer's refund anticipation loan product, settled for \$672,000).
- *Dunlap v. Wells Fargo Financial West Virginia, Inc.*, Case No. 04-C-101 (Lincoln County, W. Va.) (predatory lending class action for over 100 West Virginia mortgage borrowers, settled for just over \$9 million, including more than \$4.9 million write down in mortgage balances, \$4.15 million in cash, and credit repair).
- *Cummins v. H & R Block, Inc.*, Case No. 03-C-134 (Kanawha County, W. Va.) (in a case litigated for five years in venues ranging from the West Virginia trial and appellate courts, to federal district courts in West Virginia and Illinois, to the United States Supreme Court, firm lawyers served as lead counsel in winning a \$62.5 million multistate class action settlement against H&R Block. The case involved first-impression claims relating to the application of West Virginia's credit-services organization statute to Block's refund anticipation loan product. Other firms across the country litigated cases against Block alleging similar claims, without success, for more than ten years. West Virginia's share of the settlement was \$32.5 million).
- *Malacky v. Huntington Nat'l Bank*, Case No. CV 03 491420 (Cuyahoga County, Ohio) (\$15 million settlement in favor of state-wide class of car owners sent flawed repossession notices).
- *Anderson v. Provident Bank*, Civil Action No. 04-C-199 (Circuit Court of Mercer County, West Virginia) (predatory mortgage lending class action settled for \$8.1 million on behalf of 140 class members).
- *Mey v. Herbalife Int'l, Inc.*, Civil Action No. 01-C-263 (Circuit Court of Ohio County,

West Virginia) (\$7 million nationwide class action settlement alleging violations of the federal Telephone Consumer Protection Act).

- *Cooley v. F.N.B. Corp.*, Case No. 10010 of 2003, C.A. (Lawrence County, Penn.) (\$14 million settlement on behalf of state-wide class of car owners allegedly deprived of post-repossession disclosures).
- *Dillon v. Chase*, Civil Action No. 03-C-164-W (Circuit Court of Hancock County, West Virginia) (\$3.3 million consumer class action settlement).
- *In re Household Lending Litig.*, Case No. C 02-1240 CW (N.D. Cal.) (\$172 million settlement on behalf of nationwide class of home mortgage borrowers injured by predatory mortgage lending practices).
- *Curry v. Fairbanks Capital Corporation*, Case No. 03-10875-DPW (D. Mass.) (\$55 million settlement on behalf of nationwide class of borrowers subject to predatory loan servicing practices).
- *Deem v. Ames True Temper, Inc.*, Civil Action No. 6:10-cv-01339 (S.D. W. Va.) (\$405,000 class action settlement in an ERISA action).

11. Both Bailey & Glasser LLP and Stewart Bell, PLLC have invested many hours investigating Plaintiff's claims and litigating this case and have the resources to effectuate a class notice plan.

Executed this 5th day of May 2026.

/s/ Jonathan R. Marshall

Jonathan R. Marshall

EXHIBIT C

Proposed Preliminary Approval Order

IN THE CIRCUIT COURT OF GILMER COUNTY, WEST VIRGINIA

MARCIA LANTZ &
JAMES LANTZ, on behalf of themselves
and all others similarly situated,

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.

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

Plaintiffs Marcia Lantz and James Lantz (“Plaintiffs”) filed a motion for preliminary approval of settlement, conditional class certification for settlement purposes only, and entry of a scheduling order. Defendant Stonewall Jackson Memorial Hospital Company, d/b/a Mon Health Stonewall Jackson Memorial Hospital (“Defendant”), does not oppose this motion. For the reasons stated in the Plaintiffs’ 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 Defendant 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 persons with a West Virginia address to whom Defendant or its vendors, agents or assigns sent any communication within four years of the filing of this action, wherein such communication demanded any payment in excess of that which was billed to any third-party payor for services rendered.

After deductions for attorneys' fees and costs, Administrative Costs, and any Court-approved Incentive Awards, funds will be allocated to Settlement Class Members on a *per capita* basis, subject to the terms of the Settlement Agreement.

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 and defenses with respect to class certification.

3. Class Representatives. The Court hereby designates Marcia Lantz and James Lantz as settlement Class Representatives.

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 Denali Hedrick of Bailey & Glasser LLP, and Steven R. Broadwater, Jr. of Stewart Bell, PLLC, as settlement class counsel (“Class Counsel”).

5. Preliminary Approval of Settlement. The proposed Settlement Agreement entered into by the Plaintiffs and Defendant (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 Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00). The principal placed in the Qualified Settlement Fund shall be used to make (1) all Settlement Payments; (2) any Court-approved Incentive Awards to Plaintiffs; (3) class administration fees and costs to the Settlement Administrator; (4) any Court-approved Class Counsel Fees and Expenses; and (5) any *cy pres* distribution required by the Settlement Agreement. Defendant shall fund the Settlement Fund as provided in the Settlement Agreement. This is the total amount that Defendant shall be required to pay in exchange for the full and final release described in the Class Settlement and Release Agreement, 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.

In the event Settlement Class Members cannot be located or found, any unpaid amounts attributable to their interests shall be paid as a *cypres* award pursuant to the terms of the Settlement Agreement and will be addressed as part of the final order entered by this Court. The Parties have agreed to use the services of Epperly Re:Solutions, an experienced class action settlement administration firm. The Court appoints Epperly Re:Solutions, LLC as Settlement Administrator. Defendant shall provide the Settlement Administrator with the Class List within fourteen (14) days of entry of this Order in a secure, reasonably usable electronic format. The Class List shall include, to the extent maintained by Defendant or reasonably available from Defendant's records, each Settlement Class Member's name, last known mailing address, email address, telephone number, date of birth, Social Security number or last four digits of Social Security number, account number or other unique account identifier, and any other information reasonably necessary for the Settlement Administrator to provide notice, update addresses, process returned mail, issue payments, prevent duplicate or erroneous payments, and complete tax reporting. The Settlement Administrator shall treat the Class List and all nonpublic identifying information as confidential and shall use such information solely for purposes of administering the Settlement, including notice, address updating, returned mail processing, identity verification, payment issuance, tax reporting, and preventing duplicate or erroneous payments.

Class Counsel and counsel for Defendant 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, \$2,500,000.00, 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 Settlement 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 within fourteen (14) days after Defendant provides the Class List to the Administrator.

b. Exclusion Requests. Any Settlement Class Member who desires to be excluded from the Settlement Class 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 forty-five (45) days after the Notice mailing date.

c. Objections. Any Settlement 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, Class Counsel, Defense Counsel, and the Clerk of Court as provided in the Notice and postmarked no later than forty-five (45) days after the Notice Mailing date.

d. Notification of Exclusion Requests and Objections. No later than fourteen (14) days after the Exclusion and Objection Date, the Settlement Administrator shall notify the Court, Class Counsel, and counsel for Defendant of any persons who have objected to the settlement or opted out of the settlement, and shall serve the Court, Class Counsel, and Defendant's Counsel with copies of all objections, notices of opt-out, and supporting documentation. Plaintiffs shall file the Settlement Administrator's report, or a summary thereof, with their motion for final approval.

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

f. Final Approval Hearing. A final approval hearing shall be held no earlier than one hundred twenty (120) days after the filing of the Motion for Preliminary Approval on _____, 2026, at ____ a.m./p.m., before the Court in Gilmer 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, Incentive Awards, Administrative Costs. The Court will separately consider a request for a reasonable fee award, plus costs, for Class Counsel, Incentive Awards of up to \$10,000.00 for each 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 Settlement Fund, plus reasonable litigation expenses, with any amounts awarded to be paid from the 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 Plaintiffs, any class member, or Defendant of any fault, wrongdoing, breach, liability, lack of merit of the settled claims, or certification of any class. Defendant denies 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: _____, 2026.

Judge Michael W. Asbury, Jr.

Submitted by:

/s/ Steven R. Broadwater, Jr.
Steven R. Broadwater, Jr. (WVSB# 11355)
SRBroadwater@belllaw.com
Stewart Bell, PLLC

Agreed to as to form by:

/s/ Joseph A. Ford
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IN THE CIRCUIT COURT OF GILMER COUNTY, WEST VIRGINIA

**MARCIA LANTZ &
JAMES LANTZ, on behalf of themselves
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PLAINTIFFS,

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**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.

CERTIFICATE OF SERVICE

I, Steven R. Broadwater, Jr., hereby certify that **“Plaintiffs’ Unopposed Motion for Preliminary Approval of Settlement, Conditional Class Certification and Entry of Scheduling Order, with Integrated Memorandum in Support”** was filed and served upon all registered counsel of record via the WV E-File System which will send true copies to all counsel of record in this matter on **August 5, 2026**.

/s/ Steven R. Broadwater, Jr.
Steven R. Broadwater, Jr. (WVSB# 11355)