



West Virginia E-Filing Notice

CC-11-2025-C-9

Judge: Michael Asbury

To: Steven R. Broadwater, Jr.
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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 order - case was FILED on 8/10/2026 8:16:42 AM

Notice Date: 8/10/2026 8:16:42 AM

Pam Starsick
CLERK OF THE CIRCUIT COURT
Gilmer County
Gilmer County Court House 10 Howard Street
GLENVILLE, WV 26351

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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,**
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 *cy pres* 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 **December 9, 2026, at 10:00 a.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.

Submitted by:

/s/ Steven R. Broadwater, Jr.
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Agreed to as to form by:

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/s/ Michael W. Asbury, Jr.
Circuit Court Judge
17th Judicial Circuit

Note: The electronic signature on this order can be verified using the reference code that appears in the upper-left corner of the first page. Visit www.courtswv.gov/e-file/ for more details.