

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SEVENTH JUDICIAL CIRCUIT
COUNTY OF SPARTANBURG	)	
	)	C.A. No. 2017-CP-42-00219
Jo Ann Blackwell, Michelene Brooks, and	)	
Samuel H. Owens, Jr., individually and on	)	
behalf of all others similarly situated,	)	
	)	
Plaintiffs,	)	CONDITIONAL CLASS-ACTION
	)	SETTLEMENT AGREEMENT
v.	)	
	)	
Mary Black Health System, LLC, d/b/a	)	
Mary Black Memorial Hospital; CHSPSC,	)	
LLC; Professional Account Services, Inc.,	)	
	)	
Defendants.	)	
	)	

Subject to the approval of the Court and pursuant to Rule 23 of the South Carolina Rules of Civil Procedure, this Settlement Agreement (the "Settlement Agreement") is entered into between and between: (a) Named Plaintiffs Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr., on behalf of themselves and the Settlement Class (collectively, "Named Plaintiffs"); and (b) Defendants Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; CHSPSC, LLC; and Professional Account Services, Inc.¹ (collectively, "Defendants") (with Named Plaintiffs and Defendants sometimes collectively referred to herein as the "Settling Parties").

This Settlement Agreement, if approved by the Court, fully, finally, and forever resolves, settles, discharges, and releases the Settled Claims, and is intended to result in the dismissal with prejudice of all claims asserted by the Settlement Class against Defendants without any admission

¹ Community Health Systems, Inc. was dismissed from the action on May 15, 2017.

or concession by any of the parties to this Settlement Agreement as to the merits of any claim or defense.

RECITALS

WHEREAS, this lawsuit was originally filed on January 20, 2017. The original Named Plaintiff (Ms. Blackwell) subsequently amended her complaint and added the two additional Named Plaintiffs (Ms. Brooks and Mr. Owens), with the Amended Complaint, filed on April 24, 2020. In the Amended Complaint, Named Plaintiffs, in their individual capacities and as representatives of the Settlement Class, alleged that Defendants were liable to them on causes of action for tortious interference with contractual relationship, unjust enrichment, and injunctive relief. The claims were based on allegations related to certain billing practices, including an alleged refusal by Defendants to bill a patient's health insurance and, instead, seeking to be paid from the proceeds of a tort action initiated on behalf of the patient or from an at-fault party's insurer. Named Plaintiffs' claims are premised on allegations that Defendants attempted to collect payment for the medical treatment rendered to Named Plaintiffs from the proceeds of Named Plaintiffs' tort actions or from the insurer for the party who caused the automobile accident that resulted in Named Plaintiffs seeking medical treatment at Defendants' healthcare facilities.

WHEREAS, Defendants deny any wrongdoing, liability, and damage of any kind.

WHEREAS, Named Plaintiffs and Defendants have conducted a lengthy examination and investigation of the facts and law relating to Named Plaintiffs' claims and Defendants' defenses.

WHEREAS, Named Plaintiffs and Defendants have conducted arm's length, adversarial settlement negotiations, including a lengthy mediation session mediated by Thomas Traxler, during which they concluded that further adversarial litigation would be protracted and expensive, the result of which was uncertain, and therefore that settlement is in the best interests of the Settlement Class and Defendants.

WHEREAS, Named Plaintiffs and their counsel are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in the best interests of Named Plaintiffs and the Settlement Class. Named Plaintiffs seek the Court's approval of the Settlement Agreement.

WHEREAS, Defendants, without waiving their right to contest class certification if the Named Plaintiffs' allegations against them were further litigated, consent to the conditional certification of a settlement class, as set forth herein, solely for the purposes of this settlement.

NOW, THEREFORE, the Settling Parties agree that all of the Settlement Class's current and potential claims against Defendants shall be finally settled, discharged, resolved, and released on the terms and conditions set forth in this Settlement Agreement.

1. **DEFINITIONS**

As used in this Settlement Agreement and the exhibits annexed hereto, the following terms have the meanings designated below unless a paragraph or subparagraph of this Settlement Agreement or an exhibit specifically provides otherwise. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

- 1.1 **"Action"** means the above-captioned lawsuit, which is pending before the South Carolina Supreme Court (Case No. 2025-000346), the South Carolina Court of Appeals (Case No. 2024-001546) and the Court of Common Pleas for Spartanburg County (C.A. No. 2017-CP-42-00219), which are captioned *Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr., individually and on behalf of all others similarly situated, v. Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; CHSPSC, LLC; and Professional Account Services, Inc.*
- 1.2 **"Authorized Claimant"** means a Settlement Class Member (or the representative of such Settlement Class Member including that person's agents, administrators, executors, heirs, and successors) who (a) timely returns to the Claims Administrator a valid and signed Claim Form, (b) whose Claim Form is not rejected, and (c) who is entitled to a distribution from the Net Settlement Fund pursuant to this Settlement Agreement.
- 1.3 **"Claim Form"** means the form that will be mailed to Settlement Class Members with the Notice and pursuant to which those individuals can (A) submit a claim,

(B) challenge the amount listed on the Claim Form as the Class Member Loss, or (C) provide information and documentation on claimed Class Member Loss where such amount is unknown to the Settling Parties and not identified on the Claim Form or the amount on the Claims Form is being challenged. No Claim Form will be considered valid unless it is completed, signed, dated, and returned to the Claims Administrator in accordance with the procedures and deadlines set forth therein. Claim Forms will be individualized and will include identification of the Class Member Loss, if included in the Direct Notice Class List. It will also provide instructions for submission of supporting information and documentation in cases where (1) the Class Member Loss is unknown to the Settling Parties and not identified in the Direct Notice Class Member List, or (2) the Class Member disagrees with the amount listed as the Class Member Loss. The Claims Administrator may choose to accept a valid claim form submitted to the Claims Administrator and verified by the Claims Administrator as a valid claim form for purposes of this Settlement, substantially in the form as **Exhibit B**. The procedure for reviewing and addressing Claim Forms is set out in Section 10.4(d).

- 1.4 **"Claims Administrator"** means The Notice Company, Inc., 94 Station Street, Hingham, MA 02043.
- 1.5 **"Class Counsel"** means the law firms of John B. White, Jr. P.A. and Simmons Law Firm, LLC, collectively.
- 1.6 **"Class Member Loss"** means the amount reflected The Direct Notice Class Member List (defined below) as having been paid to Mary Black Memorial Hospital or Gaffney H. M. A., LLC by or on behalf of each Settlement Class Member.
- 1.7 **"Complaint"** means the Amended Complaint filed in the Action on April 24, 2020.
- 1.8 **"Court"** means the Spartanburg County Court of Common Pleas.
- 1.9 **"Direct Notice Class Member List"** means the list, attached as **Exhibit C**. This list is derived from the information available to Class Counsel and Defendants. It contains, to the extent known, Settlement Class Members' names, last known addresses, and Class Member Loss calculated or estimated from information available to Class Counsel and the Defendants for patients meeting the definition of the Settlement Class as set forth in Section 3.2 below receiving treatment at Mary Black Health System, LLC and Gaffney H.M.A., LLC. This information has been compiled based on a reasonably diligent and reasonably thorough review of records maintained by or on behalf of Mary Black Health System, LLC and Gaffney H.M.A., LLC. Within seven days of the filing of a Motion for Preliminary Approval of this Settlement Agreement (assuming the necessary HIPAA compliant orders have been entered), the list will be provided in a digital format (e.g., Excel or CSV file) to the Claims Administrator including the following information (to the extent known): (a) first name, (b) last name, (c) street address, (d) city, (e) state, (f) Zip Code, (g) Class Member Loss, and (h) last 4 digits of social security number.

- 1.10 **“Effective Date”** means the date Final Approval Order and the Final Judgment becomes final which is the occurrence of the later of: (a) the date as of which the time to seek review, alteration, or appeal of the Court’s order has expired without any review, alteration, or appeal having been sought or taken; or (b) if an appeal, petition, motion, or other application for review or alteration is filed, sought, or taken, the date after which such appeal, petition, motion, or other application shall have been finally determined in such a manner as to affirm the Court’s original order in its entirety and the time, if any, for seeking further appeal, alteration, or review has expired.
- 1.11 **“Escrow Account”** means that certain segregated account into which the Gross Settlement Fund will be deposited and in which it will be maintained and administered by the Claims Administrator with earned interest taxed to the Claims Administrator, in which case 50% of any interest earned on the account will be retained within the Escrow Account and the remaining interest will be transferred to the Claims Administrator to offset its tax liability and its costs for establishing the Escrow Account.
- 1.12 **“Exclusion Request”** has the meaning set forth in Sections 6.1 to 6.8 herein.
- 1.13 **“Execution Date”** means the date on which this Settlement Agreement has been fully executed by all of the Settling Parties.
- 1.14 **“Fairness Hearing”** means the hearing to be held by the Court to determine, among other things, whether to grant final approval of the Settlement.
- 1.15 **“Fee and Expense Award”** means such amounts as may be awarded by the Court to the Class Counsel to compensate them for their fees and reimburse them for their expenses in connection with the Action, which may include some or all of the following: (a) an award of attorneys’ fees; (b) reimbursement of expenses incurred in connection with prosecuting the Action, including an appropriate share of costs recoverable by successful litigants under applicable law and expenses attributable to experts or consultants retained by Class Counsel; and (c) interest on such attorneys’ fees and expenses at the same rate as earned by the Gross Settlement Fund, from the date the Court orders such award until the date paid from the Gross Settlement Fund.
- 1.16 **“Final Approval Order”** has the meaning assigned in Section 12 of this Settlement Agreement.
- 1.17 **“Final Judgment”** means a Judgment and Order of Dismissal with Prejudice to be entered by the Court approving the Settlement as referenced in Section 12. Any proceeding or order, or any appeal, petition, motion, or other application for review or alteration pertaining solely to (i) any application for attorneys’ fees or expenses, or (ii) allocation of the Settlement Payment shall not delay or preclude a Final Judgment so long as Defendants’ rights or obligations under this Settlement Agreement are not at issue in such proceeding, order, appeal, or petition.

- 1.18 **"Gross Settlement Fund"** means the Settlement Payment, together with any interest earned thereon from the date of deposit into the Escrow Account.
- 1.19 **"Named Plaintiffs"** means Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, in their individual capacities and as representatives of the Settlement Class.
- 1.20 **"Net Settlement Fund"** has the meaning set forth in Section 5.10 herein.
- 1.21 **"Notice"** means notice of the proposed Settlement and of the Fairness Hearing, which is to be mailed to Settlement Class Members, pursuant to the proposed Preliminary Approval Order, substantially in the form attached as **Exhibit A-1** for the Settlement Class or as approved by the Court.
- 1.22 **"Notice and Administration Expenses"** means all costs incurred by the Claims Administrator associated with providing notices to the Settlement Class and administration of the Settlement, including, without limitation, the costs associated with preparing, printing, and mailing the Notice and the Claim Form to Settlement Class Members; publishing the Publication Notice; all services performed by the Claims Administrator, including review and processing of written communications from Settlement Class Members and others; processing Claim Forms; and distributing the Net Settlement Fund.
- 1.23 **"Objection Deadline", "Opt-Out Deadline" and "Claim Form Deadline"** mean seventy-five (75) days after the issuance of the Preliminary Approval Order.
- 1.24 **"Person"** means an individual, partnership, firm, corporation, limited liability company, trust, governmental entity, or any other form of entity or organization.
- 1.25 **"Preliminary Approval Order"** means the order to be entered by the Court preliminarily approving the Settlement and providing for notice to the Settlement Class.
- 1.26 **"Publication Notice"** means the truncated notice of the proposed Settlement and of the Fairness Hearing, which is to be published in a suitable publication in Spartanburg County and Gaffney County, pursuant to the proposed Preliminary Approval Order, substantially in the form attached as **Exhibit A-2**, or as approved by the Court.
- 1.27 **"Released Parties"** means (a) Defendants; (b) any person, partnership, firm, corporation, limited liability company, trust, organization, or other entity in which Defendants have an interest or which is or was legally related to or affiliated with Defendants, including specifically and without limitation Gaffney H.M.A., LLC; and (c) with respect to each of the Persons in subsections (a) and (b), their respective past or present members, managers, directors, shareholders, officers, employees, insurers, reinsurers, sureties, attorneys, agents, partners, principals, advisors, investment advisors, auditors, accountants, trustees, and any other entity in which any corporate or company parent has a controlling interest or which is or was related to or affiliated with any such parent, successors and predecessor entities, the

heirs, and anyone acting or purporting to act for or on behalf of any of them or their successors.

- 1.28 **“Representative Plaintiff Awards”** means those amounts, as approved by the Court, to be paid to Named Plaintiffs out of the Gross Settlement Fund as compensation to Named Plaintiffs for their time and effort undertaken by them on behalf of the Settlement Class. The Representative Plaintiff Awards are not reimbursement or compensation for any damages or any relief sought in the Action.
- 1.29 **“Settled Claims”** means any and all claims, third-party claims, debts, demands, disputes, rights, causes of action, suits, matters, damages, or liabilities of any kind, nature, and character whatsoever (including but not limited to any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any and all other costs, expenses, or liabilities whatsoever), whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature (collectively, “Claims”), which includes both known Claims and Unknown Claims as defined herein, held by a Settlement Class Member against any of the Released Parties (a) that were asserted or could have been asserted in the Action, (b) that would have been barred by principles of preclusion had the Action been fully litigated to a final judgment, or (c) that could have been or could in the future be asserted in any forum or proceeding or otherwise by any Settlement Class Member against any of the Released Parties that concern, arise out of, refer to, are based upon, or are related in any way to any of the subject matter, allegations, transactions, facts, matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in the Amended Complaint. “Settled Claims” also includes any Claims that the Released Parties have against Settlement Class Members, (a) that were asserted or could have been asserted in the Action, (b) that would have been barred by principles of preclusion had the Action been fully litigated to a final judgment, or (c) that could have been or could in the future be asserted in any forum or proceeding or otherwise by any Settlement Class Member against any of the Released Parties that concern, arise out of, refer to, are based upon, or are related in any way to any of the subject matter, allegations, transactions, facts, matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in the Complaints.
- 1.30 **“Settlement”** means the settlement contemplated by this Settlement Agreement.
- 1.31 **“Settlement Agreement”** means this Conditional Class-Action Settlement Agreement and its accompanying exhibits, including any subsequent amendments thereto and any exhibits to such amendments.
- 1.32 **“Settlement Class”** means that class defined in Section III below.
- 1.33 **“Settlement Class Members”** means all Persons in the Settlement Class as set out in Section III below,

- 1.34 **“Settlement Payment”** means Two Million Two Hundred Twenty-Five Thousand Dollars and No Cents (\$2,250,000.00) to be paid in accordance with Section 4.1 of this Settlement Agreement.
- 1.35 **“Defendants”** means Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital, CHSPSC, LLC; and Professional Account Services, Inc.
- 1.36 **“Taxes and Tax Expenses”** means (a) all taxes (including any estimated taxes, interest, or penalties) on any income of the Gross Settlement Fund incurred by Settlement Class Members or Class Counsel; and (b) expenses and costs incurred by the Claims Administrator in connection with the operation and implementation of the provisions in Section III below and the taxation of the Gross Settlement Fund for any income earned after funding by Defendants, including, without limitation, expenses of tax attorneys or accountants related to filing tax returns on any income earned after funding by Defendants. Taxes and Tax Expenses does not include any tax liability incurred by Defendants prior to the funding of the Settlement Fund.
- 1.37 **“Unknown Claims”** means any and all Settled Claims that any Settlement Class Member does not know about or suspect to exist in his, her, or its favor as of the Effective Date that, if known by him, her, or it, might have affected his, her, or its decisions with respect to the Settlement, or might have affected such party’s decision not to object to this Settlement.

2. **PRELIMINARY APPROVAL OF SETTLEMENT**

No later than 10 business days after the Execution Date, the Settling Parties will file with the Court a Joint Motion for Certification of Settlement Class, Preliminary Approval of Settlement, Amendment and Approval of Notice of Plan and Notice Administrator and Appointment of Class Counsel (collectively referred to as “Motion for Preliminary Approval”) that seeks entry of a Preliminary Approval Order substantially in a form reasonably approved by the Parties which would, for settlement purposes only: (i) certify a conditional settlement class under Civil Rule 23 composed of the Settlement Class Members; (ii) preliminarily approve this Settlement Agreement; (iii) approve the Notice and the plan for notification of the Settlement Class contained in the Settlement Agreement; and (iv) appoint Class Counsel.

3. **CLASS CERTIFICATION FOR SETTLEMENT**

3.1. For purposes of settlement only, and upon the terms and conditions set forth in this Settlement Agreement, the Parties agree to seek certification of a Settlement Class in the Action pursuant to Civil Rule 23.

3.2. The Settlement Class consists of:

All individuals who, from January 1, 2014, received any type of healthcare treatment from any entity located in South Carolina that is or was owned or affiliated with Defendants, including Mary Black Health System, LLC and Gaffney H.M.A., LLC, while being covered by valid health insurance (including but not limited to all commercial health insurance, Medicare, and Medicaid), and whose medical bills resulting from that treatment were not submitted to their health insurance provider for potential payment and instead the individual either had their recovery reduced as a result of Defendants' policy or paid Defendants as a result of the policy.

3.3. Excluded from the Settlement Class are:

- (i) All Persons who timely and validly exercise their right to opt out of the Settlement;
- (ii) Employees of Defendants; and
- (iii) Employees of the Court and their immediate family.

3.4. The Settling Parties agree to class certification solely for purposes of Settlement, with Defendants reserving all rights to disagree as to whether class certification would be proper under Civil Rule 23 for trial purposes. Defendants contend that the Action could not be certified as class action under Civil Rule 23 for purposes of trial.

3.5. Nothing in this Settlement Agreement will be construed as an admission by Defendants that the Action or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement prevents Defendants from opposing class certification or seeking de-certification of a conditionally certified class if a Final Judgment is not

obtained or not upheld on appeal for any reason. This Settlement Agreement shall not be offered as evidence in support of any motion to certify any class for trial purposes.

4. CONSIDERATION TO SETTLEMENT CLASS MEMBERS

4.1. **Gross Settlement Fund.** In full settlement of the Settled Claims, Defendants will pay or will cause to be paid Two Million Two Hundred Twenty-Five Thousand Dollars and No Cents (\$2,250,000.00) into the Escrow Account no later than 21 business days after the Effective Date. This amount will be paid by wire transfer, certified check, or similar means. The amount set forth herein shall constitute the Settlement Payment. All interest accruing on the Settlement Payment from the time of deposit shall become part of the Gross Settlement Fund, subject to the provisions of Section 1.11 *supra*, to be used for the benefit of the Settlement Class. Under no circumstance will any Released Party be required to pay any additional amount into the Gross Settlement Fund.

4.2. **Full and Sole Contribution.** The Settlement Payment (which creates the Gross Settlement Fund) shall be the full and sole contribution made by or on behalf of Defendants to the Settlement. Without limiting the generality of the foregoing, any and all Notice and Administration Expenses, Representative Plaintiff Awards, Fees and Expense Awards, and Taxes and Tax Expenses shall be paid out of the Gross Settlement Fund.

5. ADMINISTRATION OF THE GROSS SETTLEMENT FUND

5.1. The Claims Administrator shall provide lawyers for Defendants with the following information about the institution that will maintain the Escrow Account: (i) name; (ii) address; (iii) ABA Routing Number; and (iv) Federal Tax Identification Number.

5.2. The Released Parties will not have any responsibility or liability whatsoever with regard to (i) any investment or payment decisions made by the Claims Administrator in connection

with the Gross Settlement Fund or (ii) the administration of the Gross Settlement Fund or the payment (or nonpayment) of any amount from the Gross Settlement Fund.

5.3. The Claims Administrator will not use or disburse any part of the Gross Settlement Fund except as provided for in this Settlement Agreement or by order of the Court.

5.4. The Claims Administrator is authorized to execute such transactions on behalf of the Settlement Class as are consistent with the terms of this Settlement Agreement.

5.5. The Gross Settlement Fund will remain subject to the jurisdiction of the Court until such time as those funds shall be fully distributed pursuant to the Settlement Agreement or further order of the Court.

5.6. All Notice and Administration Expenses will be paid solely from the Gross Settlement Fund.

5.7. Any Representative Plaintiff Awards will be paid solely from the Gross Settlement Fund. Named Plaintiffs will seek Court approval of Representative Plaintiff Awards, not to exceed Ten Thousand Dollars (\$10,000.00), for each Named Plaintiff. These awards represent compensation for Named Plaintiffs' time and effort as representatives of the Settlement Class. Defendants will not oppose Representative Plaintiff Awards that do not exceed a total of Thirty Thousand Dollars (\$30,000.00). The Settling Parties' negotiation of an agreement to the foregoing Representative Plaintiff Awards did not occur until after the substantive terms of this Settlement, including the amount of the Settlement Payment, had been negotiated and agreed upon.

5.8. Any Fee and Expense Award will be paid solely from the Gross Settlement Fund.

5.9. All Taxes and Tax Expenses will be paid by the Claims Administrator out of the Gross Settlement Fund or by Authorized Claimants who receive a distribution from the Gross Settlement Fund. In all events, the Released Parties will have no liability or responsibility for the

determination of any tax-related liabilities, obligations, or expenses arising from the Settlement Payment or administration of the Gross Settlement Fund. The Released Parties will similarly have no responsibility for the filing of any tax returns or other documents with the Internal Revenue Service or any state or local taxing authority. The ultimate tax treatment of the Gross Settlement Fund, or payments made pursuant to its administration, is neither a condition precedent nor a condition subsequent to the Settlement. In connection with executing this Settlement Agreement, neither Defendants nor any of the Released Parties make any representation with respect to potential tax obligations arising under the Settlement Agreement's terms or the performance of those terms.

5.10. The balance of the Gross Settlement Fund (inclusive of any interest earned), after the payment of any Fee and Expense Award, Notice and Administrative Expenses, Representative Plaintiff Awards and Tax and Tax Expenses, will be the "**Net Settlement Fund.**"

6. RIGHTS TO OPT OUT AND TO OBJECT TO THE SETTLEMENT.

(a) Opt Out of Settlement

6.1. Each Settlement Class Member may—at his, her, or its option—elect to opt out of the Settlement, in accordance with the terms of the Notice attached as Exhibit A-1. Each Settlement Class Member who elects to opt out of the Settlement must submit to the Claims Administrator a written request to opt out of the Settlement within the time period set forth herein.

6.2. To exercise the right to opt out of the Settlement, a Settlement Class Member must send to the Claims Administrator a written request to be excluded (an "Exclusion Request"). An Exclusion Request must contain the following information: (i) the Settlement Class Member's name, current address, signature, and date signed; (ii) a statement that the Settlement Class Member wishes to be excluded from the Settlement (such as, "I request to be excluded from the

settlement” or “I opt out of the settlement”). No Exclusion Request will be valid unless all of the information described above is included.

6.3. To be valid, the Exclusion Request must be either received by the Claims Administrator or postmarked on or before the Opt-Out Deadline.

6.4. An Exclusion Request must be submitted by or on behalf of an individual Settlement Class Members and will not be valid if submitted in the aggregate or on behalf of a purported class.

6.5. Any Settlement Class Member who has not properly and timely sent an Exclusion Request will be bound by this Settlement Agreement and all subsequent proceedings, orders, and judgments issued by the Court.

6.6. Any Person who validly opts out of the Settlement as set forth herein will no longer be a Settlement Class Member and will not be entitled to any relief under this Settlement Agreement.

6.7. Within ten (10) calendar days from the expiration of the Opt Out Deadline, the Claims Administrator will send to Class Counsel and counsel for the Defendants, a list of Settlement Class Members who elected to opt out of the Settlement as well as copies of their respective Exclusion Requests.

6.8. Following the expiration of the Opt Out Deadline, and only if the total Class Member Loss of all opt-outs exceeds Sixty-Thousand Dollars (\$60,000), or the number of opt-outs exceed 132 of the total class members, each of Defendants shall have the right to determine, in the exercise of its sole discretion, that this settlement is no longer in its best interests, and may withdraw from, and terminate, the Settlement. Any such withdrawal and termination shall be no fewer than five calendar days prior to the Fairness Hearing.

(b) Objections to the Settlement

6.9. As set forth in detail in the Notice attached as **Exhibit A-1**, any Settlement Class Member may appear at the Fairness Hearing in person or by counsel and may be heard, to the extent permitted by the Court, either in support of or in opposition to the fairness, reasonableness, or adequacy of the Settlement or to the terms of class certification; provided, however, that such Settlement Class Member does both of the following on or before the Objection Deadline: (i) provides a written notice to the Clerk of Court indicating that he, she, or it intends to be heard at the Fairness Hearing and indicating the basis for such appearance along with a statement that indicates why he, she or it opposes or supports the Settlement or certification of the class on or before the date set forth in the Preliminary Approval Order and Notice; and (ii) provides a copy of such written notice and any related briefs, documentation, or other materials to the Court, Class Counsel, and counsel for Defendants. The written notice must contain i) the Settlement Class Member's name, and ii) current mailing address.

6.10. Settlement Class Members who fail to file and serve timely written notices in the manner specified above shall be deemed to have waived any objections to the Settlement and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

6.11. Each of the Defendants will have the option to terminate and withdraw from this Settlement Agreement, in its sole discretion, if: (i) any objections to the Settlement are sustained by the Court or on appeal of any ruling by the Court; or (ii) if there are any material modifications to this Settlement Agreement by the Court, by any other court, or by any tribunal, agency, entity, or person as set forth in Section 11.1 below.

7. RELEASES

7.1. Upon the Effective Date, the Named Plaintiffs and each Settlement Class Member and each of their respective successors, assigns, legatees, heirs, personal representatives, and all

Persons claiming an interest by, through, or under them, hereby release and forever discharge the Released Parties from the Settled Claims. Unless this Settlement Agreement is terminated before the Effective Date, all Settled Claims are conclusively compromised, settled, and released in accordance with this Settlement Agreement. In addition, the Named Plaintiffs and each Settlement Class Member covenant not to sue any of the Released Parties as to the Settled Claims.

7.2. Upon the Effective Date, each of the Released Parties hereby release and forever discharge each other from all Claims and Unknown Claims, including without limitation those for contribution and indemnification, arising out of or related to the Action.

8. ATTORNEYS' FEE AND EXPENSES

8.1. Class Counsel will apply to the Court for a Fee and Expense Award to be paid from the Gross Settlement Fund.

8.2. Class Counsel may make additional applications for reimbursement of expenses (including Notice and Administration Expenses) incurred subsequent to the initial application for a Fee and Expense Award, which, if awarded, shall be paid from the Gross Settlement Fund.

8.3. Any Fee and Expense Award shall become payable from the Gross Settlement Fund five days after entry by the Court of the Order granting the Fee and Expense Award, and only after the Effective Date. Class Counsel can thereafter allocate the Fee and Expense Award in accordance with any agreement among them.

8.4. If the Effective Date does not occur, or if this Settlement Agreement is terminated, then any Fee and Expense Award is no longer payable pursuant to this Settlement Agreement.

8.5. Each Class Counsel, as a condition of receiving a Fee and Expense Award, agrees that he is subject to the jurisdiction of the Court for the purpose of enforcing the provisions in this paragraph.

8.6. The Released Parties have no responsibility for, and no liability whatsoever with respect to, any fees, costs, or expenses (including without limitation, any Fee and Expense Award) incurred or sought by Class Counsel or any other Person who may assert any claim, right, or entitlement thereto related to this Settlement, including costs and expenses incurred in connection with the Action.

8.7. The procedures for and the allowance or disallowance by the Court of an application for a Fee and Expense Award to be paid out of the Gross Settlement Fund are not within the scope of this Settlement Agreement and are to be determined by the Court at the Fairness Hearing, but separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. None of the Defendants may terminate or cancel the Settlement Agreement based on the allowance, disallowance, or amount of any Fee and Expense Award.

8.8. Any order or proceeding related to any application for a Fee and Expense Award or any appeal from any order relating to such a Fee and Expense Award or any reversal or modification thereof will not modify, terminate, or cancel this Settlement Agreement; nor will it affect or delay the finality of the Final Judgment.

9. NOTICE TO THE SETTLEMENT CLASS

9.1. Provided that the Court has entered the Preliminary Approval Order, the Claims Administrator will cause a copy of the Notice and Claim Form to be mailed to all Settlement Class Members identified on the Direct Notice Class Member List within 30 days of entry of the Preliminary Approval Order. If prior to the entry of the Preliminary Approval Order the Claims Administrator has not received the Direct Notice Class Member List in the form required by this Agreement, the Claims Administrator may (following notice to counsel for the parties), extend the Objection Deadline, Opt-Out Deadline and Claim Form Deadline to accommodate any delays in mailing necessitated by delayed receipt of the Direct Notice Class Member List.

9.2. To further effectuate notice by the best practicable means, notice of the Settlement and the Fairness Hearing will be published within 30 days of the issuance of the Preliminary Approval Order online at www.MaryBlackClassAction.com and in at least one topical magazine of publication in Spartanburg County and Gaffney County. A copy of the proposed Publication Notice is attached as **Exhibit A-2**. Persons who respond to the Publication Notice will be provided with the appropriate full Notice, **Exhibit A-1**, and a Claim Form, **Exhibit B**, showing the Objection Deadline, Opt-Out Deadline and Claim Form Deadline.

10. CLAIMS PROCEDURE AND DISTRIBUTION OF THE NET SETTLEMENT FUND

10.1. The Claims Administrator, acting on behalf of the Settlement Class, and subject to the supervision and direction of the Court, will administer and calculate the claims submitted by Settlement Class Members and oversee distribution of the Net Settlement Fund to Authorized Claimants. The Released Parties will not have any role in or responsibility or liability to any Person, including the Settlement Class or Class Counsel, for the administration of the Settlement or the evaluation of Claim Forms and any related documentation submitted therewith. However, Defendants, through their counsel, will cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

10.2. Following entry of the Preliminary Approval Order, and without further order of the Court, the Claims Administrator can incur costs associated with administration, including (a) Notice and Administration Expenses actually incurred and (b) amounts necessary to pay Taxes and Tax Expenses.

10.3. All payments for Notice and Administration Expenses, Taxes and Tax Expenses, any other fees or costs of the Claims Administrator, any portion of the Fee and Expense Award, and any Representative Plaintiff Awards shall be paid after the Effective Date and solely from the

Gross Settlement Fund and not by the Named Plaintiffs, Class Counsel, Settlement Class Members, or the Released Parties.

10.4. Following the Effective Date, in accordance with the terms of this Settlement Agreement, the Claims Administrator will disburse the Net Settlement in accordance with the following:

(a) Each Settlement Class Member who wishes to participate in the distributions from the Net Settlement Fund must return a signed Claim Form. The Claim Form will also provide for Settlement Class Members to submit supporting documentation if 1) the Class Member Loss is unknown and not identified in the Direct Notice Class Member List, or 2) if the Settlement Class Member disagrees with the amount listed as the Class Member Loss. The Claim Form and supporting documentation will be supported by such documents as are designated therein, which sets forth proof of the Class Member Loss. No Settlement Class Member may recover more than the amount of that Class Member Loss or the amount represented in an approved claim. A sample of the Claim Form proposed by the Settling Parties is annexed hereto as **Exhibit B**.

(b) The address for the Claims Administrator to which the Claim Form and any related documentation submitted therewith must be mailed or emailed shall be set forth on the Claim Form itself and shall also be printed in the Notice. If sent by first-class mail, a Claim Form must be postmarked or emailed no later than the Claim Deadline. If sent by any manner other than by first-class mail, the Claim Form must actually be received by the Claims Administrator by the Claim Deadline. The Administrator shall have reasonable discretion to accept late filed claims.

(c) The Claim Form must be sworn to under oath or made subject to the penalties of perjury pursuant to 28 U.S.C. § 1746.

(d) The validity of each Claim Form and any related documentation submitted will be determined by the Claims Administrator. The Claims Administrator will provide therewith all Claim Forms received to Class Counsel. The Claims Administrator will review and either approve, partially approve, or reject any Claim Forms received and provide that resolution to Class Counsel. If the Claims Administrator needs additional information, they may seek same from the Claimant, Class Counsel, or Defendants. The Claims Administrator will provide notice to each Settlement Class Member that their claim has been approved, partially approved, or rejected, within 45 days of receipt of the Claim Form. The Claims Administrator, Class Counsel, and the Released Parties will not have any liability arising out of that determination or any appeal thereof.

(e) The Claims Administrator will provide a list of approved claims and claim amounts to all Parties, recognizing that the *pro rata* calculation required to determine final distribution amounts may not be available until 45 days following the Claims Deadline.

Upon reasonable demand, the Claims Administrator will provide documentation regarding claims and claims determinations to any Party that requests said information.

(f) If a Settlement Class Member disagrees with the determination by the Claims Administrator, the Settlement Class Member must submit a written appeal to the Court within 21 days that the Administrator's determination is mailed to the Claimant. The dispute will be submitted to the Court for summary resolution.

(g) All proceedings with respect to the administration of the Gross Settlement Fund and Net Settlement Fund, and the administration, processing, and determination of claim requests, and the determination of all controversies related thereto, including disputed questions of law and fact with respect to the validity of any Claim Form or regarding rejection of any claims submitted, shall remain under the jurisdiction of the Court and shall be governed by, and construed in accordance with, the laws of the State of South Carolina without regard to choice-of-law or conflicts-of-laws principles.

(h) Except as otherwise ordered by the Court, any Settlement Class Member who fails to timely return a properly completed and signed Claim Form consistent with the procedures set forth in this Section will be forever barred from receiving a distribution from the Net Settlement Fund, but shall nevertheless be bound by and subject to this Settlement Agreement, the Final Judgment, and all proceedings, rulings, orders, and judgments in the Action, including, without limitation, the release of the Settled Claims and the dismissal with prejudice of the Action. Notwithstanding the foregoing, the Claims Administrator may accept for processing of late claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed.

(i) The Net Settlement Fund will be distributed to the Authorized Claimants in the following manner:

(j) Class Counsel will apply to the Court, with notice to counsel for the Defendants, for a distribution order addressing any appeals of Class Counsel's determinations concerning the acceptance, rejection, and valuation of the submitted Claims Forms and approving any Notice and Administration Expenses (including, but not limited to, the fees and expenses of the Claims Administrator or Taxes and Tax Expenses not previously applied for), and directing payment to Class Counsel, and to the Claims Administrator as otherwise provided herein, and payment of a *pro rata* share of the Net Settlement Fund to Authorized Claimants as determined by their respective final, approved Class Member Loss pursuant to this Settlement Agreement.

(k) All payments required by Defendants in this Settlement Agreement shall be made by check, direct pay or some other method of verifiable funds in U.S. Dollars.

(l) In the event a Class Member fails to cash a settlement check within one hundred eighty (180) days of its issuance, such check shall become void and the Class Member shall have no further claim or entitlement to payment of such amount unless the Claims Administrator determines upon reasonable inquiry that there is good cause to re-issue payment (for example, the check was lost in the mail or was rendered otherwise

undeliverable).

(m) If there is any balance remaining in the Net Settlement Fund (whether by reason of unclaimed funds, tax refunds, uncashed checks, or otherwise), at a date 45 days after the last payment to an Authorized Claimant becomes void, then the Claims Administrator will, upon approval of the Court, distribute that entire balance to the South Carolina Bar Foundation to support activities and programs that promote access to the civil justice system for low income residents of South Carolina in accordance with SCRCP, Rule 23(e)(2).

(n) When the Net Settlement Fund has been fully disbursed, Class Counsel will file with the Court a final accounting that confirms (a) the amount and type of relief provided to each Settlement Class Member; (b) the amount distributed to the Claims Administrator; (c) the amounts distributed to Class Counsel; (d) the amounts distributed as Representative Plaintiff Awards; and (e) any other amounts that were paid from the Gross Settlement Fund.

10.5. No Person will have any claim against the Named Plaintiffs, Class Counsel, or the Claims Administrator based on claim distributions, determinations, or rejections made substantially in accordance with this Settlement Agreement or further orders of the Court, except in the case of fraud or willful misconduct. No Person will have any claim against the Released Parties based on any claim distributions, determinations, or rejections.

10.6. None of the Released Parties will have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Claims Administrator, or any agent of the Claims Administrator, including any escrow agent, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Gross Settlement Fund or the Net Settlement Fund; (iii) the determination, administration, calculation, or payment of any claims asserted against the Gross Settlement Fund or the Net Settlement Fund; (iv) any losses suffered by, or fluctuations in the value of the Gross Settlement Fund or the Net Settlement Fund; or (v) the payment or withholding of any Taxes and Tax Expenses incurred in connection with the Gross Settlement Fund or the filing of any returns.

11. TERMINATION AND WITHDRAWAL BY ANY DEFENDANT

11.1. Each Defendant will have the option to terminate and withdraw from this Settlement in its sole discretion if any objection to this Settlement is sustained by the Court or on appeal of any ruling by the Court leading to a material modification of this Settlement by the Court, by any other court, or by any tribunal, agency, entity, or person. "Material" will include any modification that alters the obligations, duties, rights, or responsibilities of the Defendants.

11.2. No fewer than five (5) calendar days prior to the Fairness Hearing, notice of which must be timely provided to facilitate Defendants' rights under this Section, each Defendant will have the option to terminate and withdraw from the Settlement Agreement if Settlement Class Members with over Sixty-Thousand Dollars (\$60,000) in total Claim Member Losses opt out or the number of opt-outs exceed 132 of the total class members, and that Defendant, or in its sole discretion, decides that the potential claims of Settlement Class Members electing to opt out is excessive.

11.3. If any Defendant terminates and withdraws from the Settlement Agreement in accordance with foregoing Paragraphs 11.1 or 11.2, no Party shall have any further obligations hereunder, other than their share of costs and expenses already incurred by the Claims Administrator, and the Parties shall be returned to their respective positions in the pending Action without prejudice to their respective positions or arguments. Certification of the Settlement Class will be revoked with respect to the Defendants. Funds and other contributions will be returned to the Defendant that paid those funds or made those contributions.

11.4. In the event that this Settlement is terminated for any reason, the Defendants, collectively, and the Named Plaintiffs will each be responsible for 50% of the costs and expenses then incurred by the Claims Administrator.

12. ENTRY OF FINAL APPROVAL ORDER AND FINAL JUDGMENT

12.1. The Parties will jointly seek entry by the Court of a Final Approval Order and Final Judgment as soon as is practical that include provisions:

(a) Granting final approval of the Settlement Agreement and directing its implementation pursuant to its terms and conditions;

(b) Determining that the Notice and the Publication Notice, as approved by the Preliminary Approval Order, constitute reasonable and the best practicable notice reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of the Action, the terms of the Settlement Agreement, the right to opt out, the right to appear at the Fairness Hearing, the claims process, that the Notice and the Publication Notice are adequate and sufficient to all persons entitled to receive notice and meets the requirement of due process and other applicable rules or laws;

(c) Ruling on any Fee and Expense Award, any request for Notice and Administration Expenses, and Representative Plaintiff Awards;

(d) Discharging and releasing the Released Parties, and each of them, from the Settled Claims;

(e) Permanently barring and enjoining the Class from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Settled Claims;

(f) Directing that the Action be dismissed with prejudice;

(g) Reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Approval Order and the Final Judgment.

13. STAY OF LITIGATION PENDING APPROVAL PROCESS

13.1. All activity in the Action, as to the Defendants, shall be stayed except to the extent necessary to effectuate this Settlement Agreement, unless and until this Settlement Agreement is terminated pursuant to its terms and conditions.

13.2. If the Settlement Agreement is terminated for any reason, the Plaintiffs and the Defendants shall confer with respect to, and will jointly submit, a new case management report, which will establish a new schedule for completing discovery, trial preparation, motions practice and trial upon lifting of the stay.

14. GENERAL PROVISIONS

14.1. **Intent to Fully and Finally Settle.** The Parties (i) acknowledge that it is their intent to consummate this Settlement; and (ii) agree to cooperate to the full extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes that have arisen or could have arisen between or among the Named Plaintiffs and the Settlement Class, on the one hand, and the Released Parties, on the other hand, and all claims that have been asserted or that could have been asserted by the Named Plaintiffs and the Settlement Class against the Released Parties, with respect to the Settled Claims or the Action.

14.2. **No Admission of Liability.** The Settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense.

14.3. **Good Faith Negotiations.** The Parties agree that the amount paid into the Gross Settlement Fund and the other terms of the Settlement were negotiated in good faith and at arm's length by the Parties, and reflect a settlement that was reached voluntarily after consultation with competent and experienced legal counsel. The Parties and their counsel agree not to contend in any forum that the Action was brought or defended in bad faith, without a reasonable basis, or in violation of Rule 11 of the South Carolina Rules of Civil Procedure, and reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any forum that the Action was brought or defended in bad faith, without a reasonable basis, or in violation of Rule 11 of the South Carolina Rules of Civil Procedure.

14.4. **Admissibility and Evidence.** This Settlement Agreement, whether or not it is consummated and whether or not it receives Court Approval, any of its provisions, any negotiations, communications, proceedings, or agreements relating to the Settlement Agreement

and the Settlement, all matters arising in connection with such negotiations, communications, proceedings, or agreements, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement:

(a) Shall not be offered or admissible against any Settling Party for any purpose at any time by any Person, including the Settlement Class, including as evidence of a presumption, concession, or admission of any kind; as evidence of an admission with respect to the truth of any fact alleged in the Complaints or the validity of any Settled Claim or any other claim by any Person, or the deficiency of any defense that has been or could have been asserted, or of any liability, negligence, fault, or wrongdoing of the Defendants; or as evidence of any fault, misrepresentation, negligence, omission, or other actionable conduct with respect to any statement or written document approved or made by the Defendants; and

(b) May be offered or received as evidence in proceedings as may be necessary to effectuate the provisions of this Settlement Agreement if this Settlement Agreement is approved by the Court, and the Released Parties may refer to it to effectuate the release of Settled Claims and other liability protections granted them hereunder.

14.5. Filing of Documents. Any Party may file this Settlement Agreement or the Final Judgment in any action that may be brought to enforce the terms of this Settlement Agreement or the Final Judgment.

14.6. Incorporation of Exhibits. All of the exhibits to this Settlement Agreement are fully incorporated herein by reference as though fully set forth herein.

14.7. Waiver. The waiver by one Settling Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

14.8. Entire Agreement. This Settlement Agreement, and the exhibits annexed or attached hereto, constitute the sole and entire agreement among the Parties, and no representations, warranties, inducements, promises, or agreements, oral or otherwise, have been made by or to any Party concerning this Settlement Agreement or its exhibits other than those contained and

memorialized in such documents. Any and all prior or contemporaneous discussions, negotiations, agreements, commitments, and understandings related thereto are superseded hereby.

14.9. **Fees and Costs.** Except as otherwise provided herein, each Settling Party shall bear his, her, or its own fees and costs.

14.10. **Authority of Class Counsel.** Class Counsel, with approval of Named Plaintiffs, on behalf of the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class that Class Counsel deem appropriate.

14.11. **Authority to Execute.** Each counsel or other Person executing the Settlement Agreement or any related settlement documents on behalf of any Party hereby warrants and represents that such Person has the full authority to do so and that such Person has the authority to take reasonable, necessary, and appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

14.12. **Warranty of Ownership of Claims.** Named Plaintiffs warrant and represent that they have not assigned, transferred, or purported to assign or transfer, to any person or entity the right to assert any Settled Claim.

14.13. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. This Settlement Agreement may be executed by exchange of faxed or e-mailed (in .pdf format) executed signature pages, and any signature thereby transmitted shall be deemed an original signature for purposes of this Settlement Agreement.

14.14. **Binding Effect.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, trustees, parents, successors, and assigns of the Parties, including any corporation, trust, partnership, or other entity into which any Party heretofore has merged or with which it has been consolidated or hereafter may merge or consolidate.

14.15. **Choice of Law; Forum.** The construction, interpretation, operation, effect, and validity of this Settlement Agreement and any ancillary documents necessary to effectuate it, shall be governed by and interpreted according to the laws of the State of South Carolina, without regard to choice or conflicts-of-laws principles, except to the extent that federal law requires that federal law govern.

14.16. **Jurisdiction.** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the administration and consummation of the Settlement embodied therein. All Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Settlement Agreement.

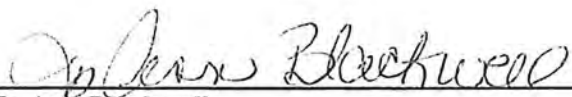
14.17. **Modifications to Exhibits.** The Parties reserve the right, upon the agreement of all of them and subject to the Court's approval, to make any reasonable extensions of time or modifications to the exhibits that might be necessary to carry out any of the provisions of this Settlement Agreement.

14.18. **Invalidation of Material Provision.** In the event any one or more of the material provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this Settlement Agreement shall not be binding on a Party without the consent of such Party to the change resulting from such finding or holding.

14.19. By making their application for approval of this Settlement, no Person shall be deemed to have waived any attorney-client privilege or other privilege, work-product protection or other protection, or immunity, and all information and documents transmitted between Class Counsel and counsel for Defendants in connection with this Settlement shall be inadmissible in any proceeding in any federal or state court or other tribunal or otherwise, in accordance with Rule 408 of the Federal Rules of Evidence as if such Rule applied in all respects in any such proceeding or tribunal.

14.20. Unless otherwise indicated, any notice or other communication that may or must be given by any Party or its counsel, or by the Claims Administrator, under this Settlement Agreement shall be in writing and shall be delivered by e-mail and by prepaid overnight mail to counsel for the Party or Parties to which such notice or communication is directed at the e-mail and street addresses for such counsel set forth below. Any Party may change the address at which it is to receive notice by written notice delivered to all other Parties in the manner described above.

[Signature Pages Follow]


Jo Ann Blackwell

Date: 4/21/26

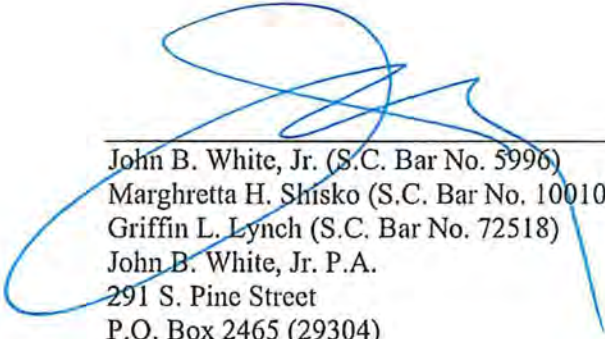

Michelene Brooks

Date: 4-21-26


Samuel H. Owens, Jr.

Date: 4/22/2026

Date: 4/25/20



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Date: 4/24/2026

Attorneys for Respondents Jo Ann Blackwell, Micheline Brooks, and Samuel H. Owens, Jr. and the Proposed Settlement Class

Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital

By: 

Its: President and Assistant Secretary

CHSPSC, LLC

By: 

Its: President and Assistant Secretary

Professional Account Services, Inc.

By: 

Its: President and Assistant Secretary

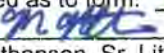
Approved as to form: 4/24/26
By: 
Matt Nathanson, Sr. Litigation Counsel
CHSPSC, LLC

EXHIBIT A

Settlement Agreement

NOTICE OF PROPOSED SETTLEMENT

**If You Received Medical Treatment at Mary Black Memorial Hospital or
Gaffney H.M.A. in South Carolina from January 1, 2014 and Your Medical
Bills Were Not Submitted to Your Health Insurance Provider,
You Could Be Eligible to Benefit from a Class Action Settlement
Valued at \$2.25 Million.**

A court authorized this notice. This is not a solicitation.

- Please read this notice carefully. Your legal rights may be affected whether or not you act.
- This Settlement (the “Settlement Agreement”) resolves a lawsuit concerning the Defendants’ alleged policy and practice of refusing to bill health insurance that impacted Settlement Class Members’ own relationships with their health insurance provider, including commercial health insurance and governmental payors, in the case entitled *Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr., individually and on behalf of all others similarly situated (“Plaintiffs”), v. Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; CHSPSC, LLC; and Professional Account Services, Inc. (“Defendants”), C. A. No. 2017-CP-42-00219* (the “Lawsuit”).
- You may be eligible to receive a *pro rata* share of the Net Settlement Fund based on the Settlement of the Lawsuit.
- The Court has preliminarily approved the Settlement on behalf of the Settlement Class. The Court has not entered judgment on the merits and has not determined that there is any merit to Plaintiffs’ claims or that Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; CHSPSC, LLC; and Professional Account Services, Inc., including Gaffney H.M.A., LLC (collectively, “Defendants”) engaged in any wrongdoing. This notice is solely to advise you of the proposed Settlement of the Lawsuit and of your rights in connection with the Settlement.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY NO LATER THAN MONTH XX, 2026	If you believe that you qualify as a Settlement Class Member, then submit a Claim Form. This is the only way to receive a <i>pro rata</i> Settlement payment.
OBJECT BY MONTH XX, 2026	You can file an objection with the Court explaining why you disagree with the Settlement. See Questions 17 – 18.
EXCLUDE YOURSELF BY MONTH XX, 2026	The only option that allows you to exclude yourself from the Settlement and retain any rights you may have against the Defendants. If you exclude yourself (also known as opting out), you will NOT receive a payment from the Settlement. See Questions 13 – 16.
ATTEND THE FAIRNESS HEARING ON MONTH XX, 2026	Ask to speak in Court about the Settlement. See Questions 19 – 22.
DO NOTHING	Get no payment and give up any rights you may have against the Defendants. See Question 23.

Payments will only occur if the Court gives final approval to the settlement & after appeals are resolved. Please be patient.

These rights and options – **and the deadlines to exercise them** – are explained in this notice. A copy of the Settlement is available online at www.MaryBlackClassAction.com or by calling **1-800-789-6490**.

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BASIC INFORMATION

1. Why did I get this notice package?

Records from the Defendants indicate that you or someone in your family (the “Patient”) received medical treatment at the hospitals that were operated by Mary Black Health System, LLC (Mary Black Health System - Spartanburg) or and Gaffney H.M.A., LLC (Mary Black Health System - Gaffney) sometime from January 1, 2014 and the Defendants did not bill the Patient’s valid health insurance provider for said treatment but instead sought payment from the Patient, or from the Patient’s proceeds of a separate tort action, or from an at-fault third-party’s insurance carrier. If that is true, then the Patient may be a Settlement Class Member.

This notice is to inform you about the Settlement that has been reached which may affect your rights, including your right to object to, or exclude yourself from the Settlement. You have the right to know about the Settlement and about your legal rights and options before the Court decides whether to approve the Settlement.

The Court in charge of this Lawsuit is the South Carolina Court of Common Pleas for Spartanburg County, and the case is known as *Blackwell, et al. v. Mary Black Health System, LLC et al.*, C. A. No. 2017-CP-42-00219.

The people who brought the Lawsuit are called the Named Plaintiffs. They are Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr., and they alleged that they represented a class of similarly situated person, of which you may be a part.

The companies and the persons the Plaintiffs sued are called the Defendants. The Defendants are Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; CHSPSC, LLC; and Professional Account Services, Inc.

2. What is the Lawsuit about?

The class action Lawsuit asserts that the Defendants had a policy and practice of refusing to bill health insurance that impacted every member of the Settlement Class by interfering with Settlement Class Members’ own relationships with their health insurance provider. The Lawsuit also alleges that the Defendants attempted to collect larger payments from Settlement Class Members than what the Defendants separately contracted to accept from the health insurance providers. The Defendants deny these allegations and deny that they are liable to Plaintiffs or the purported class in any way.

3. Why is this Lawsuit a class action?

In a class action, one or more people called Class Representatives or Named Plaintiffs (in this Lawsuit, Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr.) sue on behalf of not only themselves but other people who have similar claims. The Class Representatives and all of the people with similar claims are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

As part of this Settlement the Defendants have consented to the creation of a Settlement Class to distribute the Settlement proceeds.

4. Why is there a settlement?

Plaintiffs and the Defendants have determined that it is in their mutual best interest to settle this Lawsuit due to the uncertainties of trial, benefits of settlement, associated costs of continued litigation, likely appeals, and inconvenience and interference with personal matters and business operations. The Settlement was reached through lengthy negotiations between the parties.

The Court did not decide in favor of Plaintiffs or the Defendants. After a thorough investigation and discovery into the facts of this Lawsuit, Plaintiffs, and the Defendants agreed to the Settlement Agreement. The Class claims against the Defendants were settled because Class Counsel and Plaintiffs, acting as the Class Representatives, believe that the amount of the Settlement is fair and reasonable in light of the strength and weaknesses of the lawsuit and other factors.

WHO IS INCLUDED IN THE SETTLEMENT?

To see if you will get money from this Settlement, you first have to figure out if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

For purposes of the Settlement, the Parties have agreed, and the Court has ruled that everyone whose circumstances align with the Settlement Class description is a Settlement Class Member:

“All individuals who, from January 1, 2014, received any type of healthcare treatment from any entity located in South Carolina that is or was owned or affiliated with Defendants, including Mary Black Health System, LLC and Gaffney H.M.A., LLC, while being covered by valid health insurance (including but not limited to all commercial health insurance, Medicare, and Medicaid), and whose medical bills resulting from that treatment were not submitted to their health insurance provider for potential payment and instead the individual either had their recovery reduced as a result of Defendants’ policy or paid Defendants as a result of the policy.”

Based on information available to the Parties, if you have received this notice, you may be a Settlement Class Member. If you are a Settlement Class Member, you should read this notice carefully, and, if you wish to participate in the settlement recovery offered, you must comply with the requirements and deadlines set forth herein.

6. Are there exceptions to being included?

Excluded from the Class are: (1) All people who timely and validly exercise their right to opt out of the Settlement Class; (2) Employees of the Defendants; and (3) Employees of the Court and their immediate family.

7. I’m still not sure if I am included. What are my next steps?

If you are still not sure if you are included, or have any questions about the settlement, you can ask for free help. You can review helpful information at the website **www.MaryBlackClassAction.com** or call the Claims Administrator at **1-800-789-6490** for more information. Remember the deadline to submit a claim is **MONTH XX, 2026**. Please do not call the Court.

THE SETTLEMENT'S BENEFITS

8. What does the Settlement provide?

The proposed Settlement establishes a \$2,250,000 Gross Settlement Fund to be paid by Defendants in exchange for a release of all claims in the Lawsuit. After payment of the Class Representative Plaintiffs' Awards, costs of Notice and Class Settlement Administration, and Class Counsel's Attorneys' Fees and Costs, the remaining Net Settlement Fund will be used to pay valid claims on a *pro rata* basis.

This \$2,250,000 Gross Settlement payment by Defendants represents the settlement terms negotiated by the parties and Class Counsel through arm's length negotiations and takes into account a balancing of the risk of going to trial and the amount of a potential verdict. You have the right to opt out of or exclude yourself from the settlement, and, if you exercise that right, you will receive nothing from this settlement.

9. How much will my payment be?

If the Settlement is approved by the Court, you may receive a monetary payment if you submit a valid and timely claim. The exact amount of the monetary payment to each Settlement Class Member is not currently known, but will be based on several factors, including (1) the amount of class-action expenses that are approved by the Court; (2) the number of Settlement Class Members who file valid and timely claims; and (3) the amount of net loss suffered by each and all Settlement Class Members who file claims and elect to receive monetary payments.

Payments will be made *pro rata* from funds available based upon each Class Member's Loss. Class Member's Loss is the amount determined to be what was paid by you, or on your behalf, to Mary Black Health System or Gaffney H.M.A., LLC for medical services rendered to you from January 1, 2014, which could have been billed to your health insurance provider. Presently, the maximum total aggregate amount of all the Class Members Losses is believed to be \$2,036,538.28.

The Claim Form for most potential Settlement Class Members contains a number for that Class Member's Loss. This figure is based upon business records obtained by Class Counsel. If you disagree with your Class Member's Loss or the Class Member's Loss is listed as "UNKNOWN," you must state the amount you believe to be your Class Member's Loss, and you must also provide any documents or evidence you have which supports your claim. Within 30 days of receiving your claim, the Claims Administrator will notify you whether your claim is accepted, partially accepted, or rejected. If the Claims Administrator rejects your claim, or if you disagree with the approved amount, you may apply to have the Court determine the amount of your claim.

SETTLEMENT CLASS MEMBERS WHO DO NOT TIMELY SUBMIT VALID CLAIM FORMS WILL BE DEEMED TO HAVE WAIVED ANY RIGHT TO RECEIVE SETTLEMENT BENEFITS INCLUDING PAYMENTS BUT WILL STILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

10. How can I get a monetary payment?

If you agree with the reported Class Members Loss listed on your Claim Form and you have no objections to the Settlement, then to be eligible to receive your final *pro rata* share of the benefits of the Mary Black Class Settlement, you must complete, sign, date, and return your Claim Form such that

it is postmarked or emailed **by no later than MONTH XX, 2026** to:

Email: **claims@MaryBlackClassAction.com**

Mail: **Mary Black Class Settlement
c/o The Notice Company
P.O. Box 455
Hingham, MA 02043**

If your claim is confirmed and the Court approves the settlement, you will then receive your benefits of the settlement.

11. When would I get my payment?

If the Court grants final approval to the Settlement and after any appeals are resolved, the *pro rata* Settlement payments will be distributed to approved claims. If the Court approves the Settlement after the hearing on [MONTH XX, 2026], there may be appeals. We don't know how much time it could take to resolve any appeals that may be filed. Information will be posted online at www.MaryBlackClassAction.com.

REMAINING IN THE SETTLEMENT CLASS

12. What am I giving up if I stay in the Settlement Class?

If you do not submit a complete and timely written request for exclusion, you will stay in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against the Defendants about the legal and factual issues in *this* case; namely your claim against Defendants related to the payment for the medical services rendered to you (see Question 2). It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a "Release," attached to the Claim Form, which describes exactly the legal claims you give up if you participate in the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. Who has the right to be excluded?

If you are a Settlement Class Member and you don't wish to benefit from this settlement, but you want to maintain any potential right you may have to sue the Defendants, on your own, about the legal and factual issues in this case, then you must take steps to opt-out of the Settlement. This is called excluding yourself or is sometimes referred to as opting out of the settlement class.

14. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement, you must send a letter by mail that includes the following:

1. Your full name, current mailing address and telephone number;
2. A statement saying that you "want to exclude yourself from the Settlement Class in *Blackwell, et al. v. Mary Black Health System, LLC, et al.* (C.A. No. 2017-CP-42-00219).
3. Be signed and dated by you.

To be valid, exclusion requests must be mailed with a postmark on or before **Month XX, 2026**.
Mailed exclusion requests should be sent to:

Mary Black Exclusions
c/o The Notice Company
P.O. Box 455
Hingham, MA 02043

No request for exclusion will be considered valid unless all of the information described above is included. No further opportunity to request exclusion will be given in this Lawsuit unless ordered by the Court. If you choose to be excluded, from the Settlement Class, you will not: (a) be entitled to any Settlement payment; (b) be able to object to the Settlement; (c) be legally bound by any judgment entered in the Lawsuit; and (d) be precluded from suing the Defendants in the future, if your rights have not expired by operation of law.

After the number of opt outs has been determined, the Defendants can terminate the settlement if any of the Defendants decides that the number of opt outs is excessive.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer representing me in this Lawsuit?

The law firms of John B. White, Jr. P.A., and the Simmons Law Firm, LLC, have represented you and other Settlement Class Members throughout the course of this Lawsuit. These lawyers are called Class Counsel. You will not be charged by or for the services of these lawyers; however, they will be compensated from the gross settlement proceeds as approved by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will apply for an attorneys' fee of approximately forty percent (40%) of the Gross Settlement Fund, which would be paid out of the \$2,250,000 Gross Settlement Fund. Class Counsel will also apply for reimbursement of expenses of estimated to be approximately Fifty Thousand Dollars (\$50,000), and seek incentive payments for each of the Named Plaintiffs of \$10,000. The total incentive payments will not exceed \$30,000. Class Counsel spent considerable time and effort prosecuting this Lawsuit. They undertook the Lawsuit without cost to the Class Members, advancing all expenses. They did so with the understanding that they would be paid only if they were successful in recovering benefits for the Class.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT, PLAN OF DISTRIBUTION, ATTORNEYS' FEES AND LAWSUIT EXPENSES, AND AWARDS TO CLASS REPRESENTATIVES

You can tell the Court that you don't agree with the settlement or some part of it.

17. How do I tell the Court that I don't like the Settlement?

If you are a Settlement Class Member and you do not like any part of the Settlement including the Class Counsel's fees and costs, you can ask the Court to deny approval by filing an objection. If you exclude yourself, you cannot object to the Settlement. You cannot ask the Court to order a different settlement;

the Court can only approve or reject the Settlement. You can give reasons why you think the Court should not approve it. The Court will consider your views. If your objection is rejected, you will be bound by the final judgment just as if you had not objected.

Written objections must include the following information:

1. The Settlement Class Member's full name, current mailing address, telephone number, and if you are being assisted by a lawyer, the lawyer's name, address and telephone number;
2. The case name and number of the Lawsuit (*Blackwell, et al. v. Mary Black Health System, LLC, et al.* (C.A. No. 2017-CP-42-00219));
3. A statement establishing your membership in the Settlement Class;
4. In clear and concise terms, the specific reasons for the objection, and any evidence or legal authority the Settlement Class Member believes supports the objection; and
5. Your signature.

If you are submitting a written objection, it must be submitted to the Court by mailing it to the Clerk of the Court for the South Carolina Court of Common Pleas for Spartanburg County at the address below, with copies mailed to Class Counsel and Settling Defendants' Counsel, so that it is **delivered or postmarked on or before MONTH XX, 2026:**

Clerk of the Court	
Clerk of the Court Spartanburg County, South Carolina Court of Common Pleas 80 Magnolia St, FL 2 Ste 2100 Spartanburg, SC 29306	
Class Counsel	
John B. White, Jr. Marghretta H. Shisko John B. White, Jr. P.A. 291 S. Pine Street Spartanburg, SC 29302	John S. Simmons Rachel G. Peavy Simmons Law Firm, LLC 1711 Pickens Street Columbia, SC 29201
Settling Defendants' Counsel	
James Lynn Werner Katon E. Dawson, Jr. Parker Poe Adams & Bernstein LLP 1221 Main Street, Suite 1100 Post Office Box 1509 (29202) Columbia, SC 29201	

SETTLEMENT CLASS MEMBERS WHO DO NOT TIMELY MAKE THEIR OBJECTIONS IN THIS MANNER WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS TO THE SETTLEMENT AND WILL NOT BE ENTITLED TO BE HEARD AT THE FAIRNESS HEARING ON [REDACTED]. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorney's fees and costs.

This description of the settlement is general and does not cover all of the issues and proceedings thus far. In order to see the complete Settlement Agreement, including the individual terms of the settlement, you should visit the website at **www.MaryBlackClassAction.com**.

18. What if I do not object to the Settlement but I dispute the amount of Class Member Loss reflected on my Claim Form?

If you have no objection to the Settlement and wish to obtain the benefits of the Settlement but object to the amount of net loss reflected on your Claim Form, you must complete and return the Claim Form with the box checked regarding your claimed dispute and provide documentation that supports your claimed loss. The Claim Form and supporting documents must be returned to the Claims Administrator, (see address in Question 10), postmarked on or before MONTH XX, 2026. You need to set forth your disagreement with the amount of Class Member Loss and provide all documentation supporting your position. The Claims Administrator will then deny, partially approve or approve your claim and provide you with notice of that determination. If you disagree with the Claims Administrator's determination, you will be given the opportunity to appeal to the Court. Instructions for filing such an appeal will be provided with the Claims Administrator's determination.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement and to address any appeals of the Claims Administrator's determinations. You may attend and you may ask to speak, but you don't have to.

19. When and where will the Court consider the Settlement, the plan of distribution, request for attorneys' fees and litigation expenses, and award to Class Representatives?

On MONTH XX, 2026, at [REDACTED] a.m./p.m., a hearing will be held on the fairness of the proposed settlement (the "Fairness Hearing"). At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate, and the Court will also decide the amount of attorneys' fees and costs to be awarded. If there are any objections to the settlement or the request for attorneys' fees and costs, the Court will consider and rule upon them. The hearing will take place before the Honorable J. Mark Hayes, II, Circuit Court Judge, Seventh Judicial Circuit, at [REDACTED] [Court House Address]. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

Class Counsel will answer questions the Court may have at the Fairness Hearing. But, you are welcome to come to the Fairness Hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Fairness Hearing, but it's not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you would have to do the following by [REDACTED] (date): (1) provide a written notice to the Clerk of Court indicating that you intend to be heard at the Fairness Hearing; (2) indicate the basis for your appearance along with a statement that indicates why you oppose or support the Settlement or certification of the Class; and (3) provide a copy of such written notice and any related briefs, documentation, or other materials to the Court, Class Counsel, and Settling Defendants' Counsel. The written notice must

contain your full name and current mailing address.

22. What happens if the Court approves the proposed Settlement?

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the claims of all Settlement Class Members covered by the Settlement Agreement who did not opt out on the merits and with prejudice as to those claims. All non-excluded Settlement Class Members, as well as their respective heirs, personal representatives, agents, attorneys, parent, subsidiary, and/or affiliate corporations, shareholders, directors, officers, joint venturers, partners, trustees, receivers, insurers, reinsurers, servants, employees, representatives, administrators, successors, predecessors, and assigns shall be forever barred from prosecuting their own lawsuits and shall be deemed to have released (a) Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; Gaffney H.M.A., LLC; CHSPSC, LLC; and Professional Account Services, Inc.; (b) any person, partnership, firm, corporation, limited liability company, trust, organization, or other entity in which the Defendants have a controlling interest or which is or was legally related to or affiliated with the Defendants; and (c) with respect to each of the Persons in subsections (a) and (b), their respective past or present members, managers, directors, officers, employees, insurers, reinsurers, sureties, attorneys, agents, partners, principals, advisors, investment advisors, auditors, accountants, trustees, and any other entity in which any corporate parent has a controlling interest or which is or was related to or affiliated with any such parent, successors and predecessor entities, the heirs, and members of their Immediate Family, and anyone acting or purporting to act for or on behalf of any of them or their successors from all claims, causes of action, or losses of any kind whatsoever that Settlement Class Member has or may claim to have against the Defendants and their affiliates that related to any of the conduct that has or could have been alleged or otherwise referred to in this lawsuit.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the legal and factual issues in this case, ever again.

GET MORE INFORMATION

24. Where can I get more information?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get additional information and a copy of the Settlement Agreement by visiting **www.MaryBlackClassAction.com**. Information is also available by calling toll-free 1-800-789-6490.

**ALL INQUIRIES CONCERNING THIS NOTICE SHOULD BE MADE TO
THE CLAIMS ADMINISTRATOR OR TO CLASS COUNSEL.
PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE.**

DATE: **Month 00, 0000**

EXHIBIT A-2

Publication Notice

EXHIBIT A-2 — NOTICE FOR PUBLICATION

LEGAL NOTICE

If You Received Medical Treatment at Mary Black Memorial Hospital or Gaffney H.M.A. in South Carolina from January 1, 2014 and Your Medical Bills Were Not Submitted to Your Health Insurance Provider, You Could Be Eligible to Benefit from a Class Action Settlement Valued at \$2.25 Million.

A settlement has been proposed in a class action lawsuit against Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; CHSPSC, LLC; and Professional Account Services, Inc. (“Defendants” or “Settling Defendants”) arising from and regarding individuals who received healthcare treatment at the hospitals that were operated by Mary Black Health System, LLC (Mary Black Health System - Spartanburg) and/or Gaffney H.M.A., LLC (Mary Black Health System - Gaffney) while being covered by valid health insurance (including but not limited to all commercial health insurance, Medicare, and Medicaid), and whose medical bills resulting from that treatment were not submitted to their health insurance provider for potential payment and instead the individual either had their recovery reduced as a result of Defendants’ policy or paid Defendants as a result of the policy.

Who’s Included?

You are a Class Member if you fit the following description: All individuals who, from January 1, 2014, received any type of healthcare treatment from any entity located in South Carolina that is or was owned or affiliated with Defendants, including Mary Black Health System, LLC and Gaffney H.M.A., LLC, while being covered by valid health insurance (including but not limited to all commercial health insurance, Medicare, and Medicaid), and whose medical bills resulting from that treatment were not submitted to their health insurance provider for potential payment and instead the individual either had their recovery reduced as a result of Defendants’ policy or paid Defendants as a result of the policy.

Excluded from the Class are: (1) people who timely exercise their right to opt out of the Settlement; (2) employees of the Settling Defendants; and (3) employees of the Court and their immediate family.

What’s This About?

The class action lawsuit asserts that the Defendants had a policy and practice of refusing to bill health insurance that impacted every member of the Settlement Class by interfering with Settlement Class Members’ own relationships with their health insurance provider. The Lawsuit also alleges that the Defendants attempted to collect larger payments from Settlement Class Members than what the Defendants separately contracted to accept from the health insurance providers. The Defendants deny these allegations and deny that they are liable to Plaintiffs or the purported class in any way.

What Does The Settlement Provide?

In exchange for full releases, the Settling Defendants have agreed to create a Gross Settlement Fund to be paid by Defendants in exchange for a release of all claims in the Lawsuit. After payment of the Class Representative Plaintiffs’ Awards, costs of Notice and Class Settlement Administration, and Class Counsel’s Attorneys’ Fees and Costs, the remaining Net Settlement Fund will be used to pay valid claims on a *pro rata* basis. A Settlement Agreement, available at the website below, describes all of the details about the proposed settlement.

How Do You Ask For A Payment?

A detailed notice and claim form package contains everything you need. Just call or visit the website below to request one. To qualify for a payment, you must send in a claim form. **Claim forms are due by Month 00, 0000.**

What are your Other Options?

If you don’t want to be legally bound by the settlement, you must exclude yourself by **Month 00, 0000**, or you won’t be able to sue, or continue to sue the Settling Defendants about the legal claims in this case. If you exclude yourself, you can’t get money from this settlement. If you stay in the settlement, you may object to it by **Month 00, 0000**. The detailed notice explains how to exclude yourself or object. If you do nothing at all, you will not receive any benefits of the settlement and will lose your right to pursue the Settling Defendants for your losses.

The Court will hold a hearing in this case, *Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr., individually and on behalf of all others similarly situated, v. Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; CHSPSC, LLC; and Professional Account Services, Inc.* (C.A. No. 2017-CP-42-00219), on **Month 00, 0000**, to consider whether to approve (i) the settlement; and (ii) a request by the lawyers representing all Class Members (John B. White, Jr. P.A., and the Simmons Law Firm, LLC) for an attorneys’ fee of approximately forty percent (40%) of the Gross Settlement Fund and costs, for investigating the facts, litigating the case, and negotiating the settlement. You may ask to appear at the hearing, but you don’t have to. For more information, call toll free 1-800-789-6490, visit the website www.MaryBlackClassAction.com, or write to claims@MaryBlackClassAction.com.

EXHIBIT B

Claim Form

MARY BLACK CLASS ACTION CLAIM FORM

Settlement Class Member: [Class Member Name]

Class Member Address: [Class Member Address], [City], [ST] [ZIP]

Submit this Claim Form if you are the Settlement Class Member listed above or their representative. In order to qualify to receive a Settlement payment, this Claim Form must be completed, signed, dated, and returned to the Claims Administrator by mail or email NO LATER THAN MONTH XX, 2026.

SETTLEMENT CLASS MEMBER'S NAME:			IF FILING ON BEHALF OF A CLASS MEMBER, YOUR NAME:	
(FIRST)	(MI)	(LAST)	(FIRST)	(MI)
LIST ALL OTHER NAMES, INCLUDING MAIDEN NAME, USED BY THE CLAIMANT DURING THE PAST NINE YEARS:				
STREET ADDRESS			APT. NO.	
CITY	COUNTY	STATE	ZIP CODE	
DAYTIME PHONE NUMBER () -	HOME PHONE NUMBER () -		SOCIAL SECURITY NUMBER (LAST 4-DIGITS): XXX-XX-	

CLASS MEMBER LOSS

The Claims Administrator has been informed that your Class Member Loss is _____. This is the amount determined to be what was paid by you, or on your behalf, to Mary Black Health System or Gaffney H.M.A., LLC for medical services rendered to you from January 1, 2014, which could have been billed to the entity providing health insurance coverage for you.

☐ Check here if you **AGREE** with the amount listed above. You must complete page 2 and return this Claim Form to the Claims Administrator by Month XX, 2026.

☐ Check here if you **DISAGREE** with the amount listed above. See instructions below.

If you disagree with the amount listed above or the Class Member Loss is stated as Unknown, then you should (1) write the amount you think is the correct loss in the space provided below and (2) return this form along with supporting document(s) to the Claims Administrator.

>> \$_____ is the correct amount that was paid by me or on my behalf and not by my health insurance provider for medical treatment I received at the hospitals operated by Mary Black Health System, LLC (Mary Black Health System - Spartanburg) or Gaffney H.M.A., LLC (Mary Black Health System - Gaffney) from January 1, 2014. Attached are all documents and information I have which support this claim

If no box is checked, the Claim Form will be treated as if you Agree with the amount listed above.

COMPLETED CLAIM FORMS MUST BE SUBMITTED NO LATER THAN MONTH XX, 2026.

Submit by Email to: claims@MaryBlackClassAction.com OR

Mail to: Mary Black Class Settlement, c/o The Notice Company, P.O. Box 455, Hingham, MA 02043

SIGNATURE

Do not sign this Claim Form until you have read and understand the Instructions and the Notice. By signing this Form are affirming the following:

1. You are the Settlement Class Member or have authority to sign on behalf of the Settlement Class Member;
2. You agree that you will submit any and all disputes arising over your claim to the jurisdiction of the Court of Common Pleas, Spartanburg County, South Carolina;
3. The Class Members Loss as state herein or by you is true and correct to the best of your knowledge;

I declare under the penalty of perjury that the information provided in this submission with accompanying documentation is true and correct to the best of my knowledge and belief.

Sign your name here: _____

Type or print your name here: _____

Date: _____

Please check as appropriate:

_____ I am the Settlement Class Member.

_____ I represent the Settlement Class Member as: _____
(State Title or Capacity, e.g., Executor, Lawyer, Officer, Director)

Address of Representative

Phone

COMPLETED CLAIM FORMS MUST BE SUBMITTED NO LATER THAN MONTH XX, 2026.

Submit by Email to: claims@MaryBlackClassAction.com OR

Mail to: Mary Black Class Settlement, c/o The Notice Company, P.O. Box 455, Hingham, MA 02043

EXHIBIT C

Direct Notice Class Member List

***Filed Separately Pursuant to the Order
Granting Motion to File Under Seal***

EXHIBIT B

List of Deadlines

EXHIBIT B

The Parties' Notice of Proposed Settlement requires the Court to establish the following dates:

1. **Claim Form Deadline**: The date the Settlement Class Members must submit a Claim Form to the Claims Administrator;
2. **Objection Deadline**: The date the Settlement Class Members must file an objection to the proposed settlement;
3. **Opt-Out Deadline**: The date the Settlement Class Members must request to be excluded from the proposed settlement;
4. **Fairness Hearing**: The date, starting time, and location of the Fairness Hearing; and
5. **Settlement Class Member Right to Speak at the Fairness Hearing**: The date by which a Settlement Class Member must request permission to speak at the Fairness Hearing.

In Section 1.23 of the Settlement Agreement, the Parties agreed the Settlement Class Members must submit a claim form (the "Claim Form Deadline"), object to the proposed settlement (the "Objection Deadline"), or request to be excluded from or opt-out of the settlement (the "Opt-Out Deadline") within seventy-five (75) days of the Court's issuance of the Preliminary Approval Order.