

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,	)	ORDER GRANTING JOINT MOTION
	)	TO AMEND THE ORDER CERTIFYING
v.	)	THE CLASS AND PRELIMINARILY
	)	APPROVING THE CLASS ACTION
	)	SETTLEMENT AGREEMENT
Mary Black Health System, LLC, d/b/a	)	
Mary Black Memorial Hospital; CHSPSC,	)	
LLC; Professional Account Services, Inc.,	)	
	)	
Defendants.	)	
	)	

This matter is before the Court on the Joint Motion by all Plaintiffs and all Defendants for an order to: (1) Amend the Class Definition; (2) Amend the Order Appointing Class Representatives; (3) Amend the Order Appointing Class Counsel; and (4) Preliminary Approval of the Class Action Settlement Agreement (hereinafter the “Joint Motion for Approval of Class Settlement”). The Court held a hearing on the Joint Motion for Approval of Class Settlement at the Spartanburg County Courthouse on June 9, 2026, at which time the Court heard from Plaintiffs’ counsel, Defendants’ counsel, and the three individually named Plaintiffs in support thereof.

Having now heard and considered the points and authorities set forth in the Joint Motion for Approval of Class Settlement and presented by the Parties, this Court hereby:

- A. Modifies the November 1, 2022 Order certifying the Class and certifies a modified Class with the modified Class Definition set forth below;
- B. Appoints Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr. as Class Representatives for the modified Class;

- C. Appoints Plaintiffs' counsel (John B. White, Jr.; Marghretta H. Shisko; Griffin L. Lynch; John S. Simmons; and Rachel G. Peavy) as Class Counsel for the modified Class;
- D. Gives preliminary approval of the Class Action Settlement Agreement (the "Settlement Agreement") subject to final approval at the Final Fairness Hearing;
- E. Approves the notice and claims procedure set forth in the Settlement Agreement;
- F. Appoints The Notice Company, Inc. as Claims Administrator who is hereby authorized to effectuate the notice and claims procedure as set forth in the Settlement Agreement; and
- G. Schedules a Final Fairness Hearing for October 27, 2026, at 11:00 a.m.

BACKGROUND

This action was commenced 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, Plaintiffs, in their individual capacities and as representatives of an alleged Class of similarly situated persons alleged that Defendants were liable to them on causes of action for tortious interference with contractual relationship, unjust enrichment, and injunctive relief. Plaintiffs' claims are premised on allegations that Defendants attempted to collect payment for medical treatment rendered to Plaintiffs and the class members from the proceeds of their tort actions against at fault third parties or from the insurer for the party who caused the automobile accident that resulted in Plaintiffs' and Class Members' medical treatment at Defendants' healthcare facilities rather than submitting the charges and claims for payment to the health insurance carriers for Plaintiffs and the Class Members. Defendants deny any wrongdoing, liability, and damage of any kind.

In response to the Plaintiffs' Amended Complaint, Defendants moved, among other things, to compel Plaintiff Owens to arbitrate his claims. The circuit court denied Defendants' motion, and Defendants appealed that decision to the Court of Appeals. The Court of Appeals affirmed the circuit court, and Defendants filed a Petition for a Writ of Certiorari. The Supreme Court of South Carolina granted Defendants' Petition for a Writ of Certiorari on June 25, 2025.

While that appeal was pending, the Court issued an Order, over the opposition and objections of Defendants, dated November 1, 2022, certifying a class and appointing Class Representatives and Class Counsel for the Certified Class. The Court's order, dated November 1, 2022, certified a class defined as:

All individuals who, since January 1, 2014, received any type of healthcare treatment from any entity located in South Carolina that is owned or affiliated with Defendants, while being covered by valid health insurance other than Cigna, and whose medical bills resulting from that treatment were not submitted to their health insurance carrier for potential payment.

This Class Definition specifically and expressly excluded Plaintiff Owens and all others having health insurance coverage through Cigna from the Class due to Defendants' appeal of the arbitration denial. The Class Definition also did not specifically or expressly include in the Class persons who had received healthcare treatment at Gaffney H.M.A., LLC (which was not a Defendant in the litigation).

On September 16, 2024, Defendants filed a Notice of Appeal appealing fourteen (14) interlocutory orders issued by the Court in this case. However, the Court of Appeals issued an Order holding that appeal in abeyance pending a final decision in the related first appeal described above.

During the pendency of both appeals, and after nearly nine (9) years of contentious litigation, the parties engaged in extended arm's length negotiations, including through

assistance of a mediator. All Plaintiffs and all Defendants (the “Settling Parties”) reached a global Class Action Settlement Agreement that resolves all issues in the litigation and appeals, provides meaningful monetary relief to all Class Members, and provides for dismissal, with prejudice, of the civil action and all appeals. See the Class Action Settlement Agreement that is attached hereto and incorporated by reference herein.

The Settling Parties believe the settlement is fundamentally fair, adequate, and reasonable in light of the circumstances of this case. They believe preliminary approval of the settlement is in the best interests of all Class Members. The settlement terms negotiated by and between the Settling Parties may be summarized as follows:

1. A broader definition of the Class has been agreed upon for settlement purposes to clarify those persons in the Class and to include some persons previously excluded by the prior Orders.
2. Defendants agree to pay a total and final amount of \$2,250,000 into the Gross Settlement Fund.
3. The Gross Settlement Fund will be used to pay any and all Notice and Administrative Expenses, Representative Plaintiff Awards, Attorneys’ Fees and Expense Awards, Taxes and Tax Expenses and distributions to Class Members.
4. In exchange for their payment into the Gross Settlement Fund, Defendants will be fully and finally released from all claims and liabilities.
5. Notice and Claims procedures for all Class Members are established.
6. A Claim Administrator is established for appointment by the Court.
7. The procedure for judicial review and approval is established, including establishing the dates and deadlines for the future activities in the approval process.

On December 17, 2025, the Supreme Court issued an order remanding the appeal pending

before it to this Court for consideration of the Settling Parties' proposed Settlement Agreement. Similarly, the Court of Appeals issued an order, dated March 23, 2026, remanding the appeal pending before it to this Court so that it may review and consider approving the Settling Parties' proposed Settlement Agreement.

**MODIFICATION OF THE CLASS AND APPOINTMENT OF CLASS
REPRESENTATIVES AND CLASS COUNSEL**

I. Modification of the Class Definition

Prior to issuing the November 1, 2022 Order certifying the above-defined class, the Court reviewed and analyzed the Rule 23(a), SCRCF, elements of class certification. Specifically, the Court considered the relevant factors of whether: (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, (4) the representative parties will fairly and adequately protect the interests of the class, and (5) the amount in controversy exceeds one hundred dollars for each member of the class. Following consideration of the relevant factors and information provided, the Court adopted a Class Definition which was concluded to be appropriate for certification. That Class Definition specifically and expressly excluded from the Class Plaintiff Owens and all others having health insurance coverage through Cigna due to the pendency of Defendants' first appeal. It also did not specifically or expressly include in the Class persons who had received healthcare treatment at Gaffney H.M.A., LLC.

After the Court issued the November 1, 2022 order, and following further proceedings in this Court and in related appeals, the Settling Parties participated in mediation, engaged in extensive arms-length negotiations, and ultimately entered into the Class Action Settlement Agreement. Pursuant to the Class Action Settlement Agreement the Settling Parties proposed a new, broader definition of the Class for settlement purposes.

After further consideration of the Rule 23(a), SCRCP, requirements for class certifications, the Court modifies the existing class definition and certifies the following Class:

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.

II. Appointment of Class Representatives and Class Counsel for the modified Class.

The November 1, 2022 Order appointed Jo Ann Blackwell and Michelene Brooks as Class Representatives and Plaintiffs' counsel (John B. White, Jr.; Marghretta H. Shisko; Griffin L. Lynch; John S. Simmons; and Rachel G. Peavy) as Class Counsel.

The Court has reviewed the Settling Parties' submissions in relation to the Joint Motion for Approval of Class Settlement, as well as the prior submissions to the Court regarding class certification, appointment of Class Representatives, and appointment of Class Counsel and finds that it is appropriate to modify the November 1, 2022 Order. Accordingly, the Court now appoints Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr., as Class Representatives to represent the modified Class, and appoints Plaintiffs' counsel (John B. White, Jr.; Marghretta H. Shisko; Griffin L. Lynch; John S. Simmons; and Rachel G. Peavy) as Class Counsel for the modified Class.

PRELIMINARY FINDINGS

I. Findings Regarding Preliminary Approval of the Proposed Class Action Settlement Agreement

After review of the Proposed Class Action Settlement Agreement and the Settling Parties' submissions in support thereof, the Court finds:

1. The proposed Settlement resulted from extensive arm's-length negotiations;
2. The Settlement Agreement was executed only after the parties engaged in substantial litigation and after extensive arms-length settlement negotiations had continued within that period;
3. Class Counsel has concluded that the Settlement is fair, reasonable, and adequate; and
4. The Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Class.

Accordingly, the Court finds that the proposed Class Settlement as outlined in the Settlement Agreement and Joint Motion for Approval of Class Settlement meets the requirements of Rule 23, SCRCF, and at this preliminary approval stage the settlement is within “the range of possible approval.” See *Comm’rs of Pub. Works v. Costco Wholesale Corp.*, 340 F.R.D. 242, 249 (D.S.C. 2021) (stating that when considering whether a settlement is in “the range of possible approval,” courts may consider a variety of factors, including: (1) the relative strength of the case on the merits, (2) any difficulties of proof or strong defenses the plaintiff and class would likely encounter if the case were to go to trial, (3) the expected duration and expense of additional litigation, (4) the degree of opposition to the proposed settlement, (5) the posture of the case at the time settlement was proposed, (6) the extent of discovery that had been conducted, (7) the circumstances surrounding the negotiations, and (8) the experience of counsel in the substantive area and class action litigation).

A. Establishment of the Gross Settlement Fund

A common fund is agreed to by the Settling Parties in the Settlement Agreement and is hereby established and shall be known as the *Jo Ann Blackwell, et. al, v. Mary Black Health System, LLC, et. al.* Litigation Settlement Fund (the “Settlement Fund” or “Gross Settlement Amount”). The Settlement Fund shall consist of \$2,250,000 and any interest earned thereon. As

agreed upon by the Parties in the Settlement Agreement, the Settlement Fund shall be administered as follows:

1. The Settlement Fund is established exclusively for the purposes of: (i) making distributions to Class Representatives and the Class Members specified in the Settlement Agreement; (ii) making payments for all settlement administration costs and costs of notice, including payments of all Notice and Administrative Expenses specified in the Settlement Agreement; and (iii) making payments of all Attorneys' Fees and Costs to Class Counsel and Class Representatives' Compensation as awarded by the Court, all in accordance with the terms of the Settlement Agreement and this Order. No distribution shall be made from the Settlement Fund until after the Effective Date of the Settlement Agreement.
2. Defendants shall have no withholding, reporting, or tax reporting responsibilities with regard to the Settlement Fund or its distribution, except as otherwise specifically identified herein.
3. Defendants shall have no liability, obligation, or responsibility for administration of the Settlement Fund or the disbursement of any monies from the Settlement Fund except for: (1) their obligation to cause the Gross Settlement Amount to be paid; and (2) their agreement to cooperate in providing information that is necessary for settlement administration as set forth in the Settlement Agreement.
4. The Gross Settlement Amount caused to be paid by the Defendants into the Settlement Fund in accordance with the Settlement Agreement, and all income generated by that amount, shall be *in custodia legis* and immune from attachment, execution, assignment, hypothecation, transfer, or similar process by any person.
5. Once the Settlement Fund vests, it is irrevocable during its term and Defendants have divested themselves of all right, title, or interest, whether legal or equitable, in the Settlement Fund, if any; provided, however, in the event the Settlement Agreement is not approved by the Court or the Settlement set forth in the Settlement Agreement is terminated or fails to become effective in accordance with its terms (or, if following approval by this Court, such approval is reversed or modified), the parties shall be restored to their respective positions in this case as of the day prior to the Settlement Agreement Execution Date; the terms and provisions of the Settlement Agreement and this Order shall be void and have no force and effect and shall not be used in this case or in any proceeding for any purpose; and the Settlement Fund and income earned thereon shall

immediately be returned to the entity(ies) that funded the Settlement Fund.

6. The Settlement Fund shall expire after the Claims Administrator distributes all of the assets of the Settlement Fund in accordance with the Settlement Agreement, provided, however, that the Settlement Fund shall not terminate until its liability for any and all government fees, fines, taxes, charges, and excises of any kind, including income taxes, and any interest, penalties, or additions to such amounts, are, in the Claims Administrator's sole discretion, finally determined and all such amounts have been paid by the Settlement Fund.
7. The Settlement Fund shall be used to make payments to Class Members as set forth in the Settlement Agreement.
8. All Named Plaintiff Compensation, Notice and Administrative Expenses, and all Attorneys' Fees and Costs of Class Counsel shall be paid from the Settlement Fund.

B. Appointment of Claims Administrator

Pursuant to the specific grants of authority given to this Court in Rule 23, SCRCP, the Court hereby appoints The Notice Company, Inc. (the "Claims Administrator") as the Settling Parties' agreed-upon vendor to serve as the Claims Administrator for providing settlement notice to the Class in accordance with Rule 23(c), SCRCP, and to otherwise assist in administration of the Settlement as set forth in the Settlement Agreement, and the Court ORDERS as follows:

1. The Claims Administrator may make disbursements out of the Settlement Fund only in accordance with this Order or any additional Orders issued by the Court.
2. The oversight of the Settlement Fund is the responsibility of the Claims Administrator. The status and powers of the Claims Administrator are as defined by this Order and as approved in the Settlement Agreement.
3. The Court and the Claims Administrator recognize that there may be tax payments, withholding, and reporting requirements in connection with the administration of the Settlement Fund. The Claims Administrator shall, in accordance with the Settlement Agreement, determine, withhold, and pay over to the appropriate taxing authorities any taxes due with respect to any distribution from

the Settlement Fund, and shall make and file with the appropriate taxing authorities any reports or returns due with respect to any distributions from the Settlement Fund. The Claims Administrator also shall determine and pay any income taxes owing with respect to the income earned by the Settlement Fund. Additionally, the Claims Administrator shall file any required returns and reports with the appropriate taxing authorities with respect to the payment and withholding of taxes.

4. The Claims Administrator shall have all the necessary powers, and take all necessary ministerial steps, to effectuate the terms of the Settlement Agreement, including the payment of all distributions. Such powers include receiving and processing information from members of the Settlement Class pertaining to their claims and investing, allocating, and distributing the Settlement Fund, and in general supervising the administration of the Settlement Agreement in accordance with its terms and this Order.
5. The Claims Administrator shall keep detailed and accurate accounts of all investments, receipts, disbursements, and other transactions of the Settlement Fund. All accounts, books, and records relating to the Settlement Fund shall be open for reasonable inspection by such persons or entities as the Court orders. Included in the Claims Administrator's records shall be complete information regarding actions taken with respect to the award of any payments to any person, the nature and status of any payment from the Settlement Fund, and other information which the Claims Administrator considers relevant to showing that the Settlement Fund is being administered, and awards are being made, in accordance with the purposes of the Settlement Agreement, this Order, and any future orders that the Court may find it necessary to issue.
6. The Claims Administrator may establish protective conditions concerning the disclosure of information maintained by the Claims Administrator if publication of such information would violate any law, including rights to privacy. Any person entitled to such information who is denied access to the Settlement Fund's records may submit a request to the Court for such information. However, the Claims Administrator shall supply such information to any claimant as may be reasonably necessary to allow him or her to accurately determine his or her federal, state, and local tax liabilities. Such information shall be supplied in the form and manner prescribed by relevant law.
7. This Order will bind any successor Claims Administrator. The successor Claims Administrator(s) shall have, without further act on the part of anyone, all the duties, powers, functions, immunities, and

discretion granted to the original Claims Administrator. Any Claims Administrator(s) who is replaced (by reason other than death) shall execute all instruments, and do all acts, that may be necessary or that may be ordered or requested in writing by the Court or by any successor Claims Administrator(s), to transfer administrative powers over the Settlement Fund to the successor Claims Administrator(s). The appointment of a successor Claims Administrator(s), if any, shall not under any circumstances require any of the Defendants to make any further payment of any nature into the Settlement Fund or otherwise.

II. Notice to Class Members

The Settling Parties have presented to the Court proposed forms of settlement notice, which are appended to the Settlement Agreement as **Exhibit A-1** and **Exhibit A-2**. The Court has considered the notice plan set forth in the Settlement Agreement, the proposed forms of notice, and the proposed claim procedure, and the Court finds that the form and manner of notice proposed by the Settling Parties meets the requirements of due process and Rule 23, SCRCP, because they fairly and adequately:

1. Describe the terms and effect of the Settlement Agreement and of the Settlement;
2. Notify the Class that Class Counsel will seek compensation from the Settlement Fund for the Class Representatives, Attorneys' Fees, and Costs;
3. Notify the Class that Notice and Administrative Expenses related to the implementation of the Settlement will be paid from the Settlement Fund;
4. Give notice to the Class of the time and place of the Final Fairness Hearing; and
5. Describe how the recipients of the Class Notice may object to any of the relief requested and the rights of the Settling Parties to discovery concerning such objections.

As set forth in the Settlement Agreement, notice will be provided to Settlement Class Members substantially in the form that has been submitted by the Settling Parties and ORDERS as follows:

1. Within seven (7) days of the entry of this Order or the HIPAA Qualified Protective Order, whichever is later, the Defendants shall provide Plaintiffs and the Claims Administrator with the following information (to the extent known) in a digital format (e.g., Excel or CSV file) for each member of the Class: (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.
2. Within thirty (30) days of the entry of this Order, the Claims Administrator shall cause the Settlement Notices, with such non-substantive modifications thereto as may be agreed upon by the Settling Parties, to be sent by first-class mail, postage prepaid, to the last known address of each member of the Class.
3. The names, addresses, and amount paid by or on behalf of each member of the Settlement Class or other unique identifiers obtained pursuant to this Order shall be used solely for the purpose of providing notice of this Settlement and as may be required for purposes of tax withholding and reporting, and for no other purpose.
4. Class Counsel to cause the Settlement Notice to be published on the website identified in the Settlement Agreement.

III. Claim Form Deadline

All valid Claim Forms must be received by the Claims Administrator with a postmark date no later than seventy-five (75) days from the issuance of this Order, or electronically submitted online at the website maintained by the Claims Administrator no later than seventy-five (75) days from the issuance of this Order.

IV. Objections to Settlement

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the proposed award of Attorneys' Fees

and Costs, or to any request for Representative Plaintiff Awards, must file an objection in the following manner:

- A. Within seventy-five (75) days of the issuance of this Order (the “Objection Deadline”) and as set forth in detail in the Settlement Notice, 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:
 1. 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
 2. 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.
- B. The addresses for filing objections with the Court and for service of such objections on counsel for the parties to this matter are as follows:

Clerk of the Court
 South Carolina Court of Common Pleas for Spartanburg County,
 180 Magnolia St., 2nd Floor, Suite 2100,
 Spartanburg, South Carolina 29306

John B. White, Jr. (S.C. Bar No. 5996)
 Marghretta H. Shisko (S.C. Bar No. 100106)
 Griffin L. Lynch (S.C. Bar No. 72518)
 John B. White, Jr. P.A.
 P.O. Box 2465
 Spartanburg, SC 29304

John S. Simmons (S.C. Bar No. 10260)
 Rachel G. Peavy (S.C. Bar No. 69397)
 Simmons Law Firm, LLC
 1711 Pickens Street
 Columbia, SC 29201

Attorneys for Plaintiffs

James Lynn Werner, (SC Bar No. 6029)
 Katon E. Dawson, Jr. (SC Bar No. 101167)
 Parker Poe Adams & Bernstein LLP
 1221 Main Street, Suite 1100
 Columbia, SC 29201

Attorneys for Defendants

- C. 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.

V. Final Fairness Hearing

The Court will hold a hearing at the South Carolina Court of Common Pleas for Spartanburg County, on October 27, 2026, at 11:00 a.m. (the “Final Fairness Hearing”), to determine, among other issues:

- A. Whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate;
- B. Whether the Settlement Notice and notice methodology were performed as directed by this Court;
- C. Whether the motion for Attorneys’ Fees and Costs to be filed by Class Counsel should be approved;
- D. Whether an amount of compensation to Class Representatives should be approved; and
- E. Whether the Administrative Expenses specified in the Settlement Agreement and requested by the Settling Parties should be approved for payment from the Gross Settlement Amount.

VI. Termination of Settlement

If the Settlement is terminated in accordance with the Settlement Agreement, this Order shall become null and void, and shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing the day before the Settlement Agreement Execution Date.

VII. Use of Order

This Order shall not be construed or used as an admission, concession, or declaration by or against the Defendants of any fault, wrongdoing, breach, or liability, or a waiver of any claims or defenses, including but not limited to those as to the propriety of any amended pleadings or the propriety and scope of class certification. This Order shall not be construed or used as an admission, concession, or declaration by or against any Named Plaintiff, Class Representatives, or the Class that their claims lack merit, or that the relief requested by Plaintiffs is inappropriate, improper, or unavailable. This Order shall not be construed or used as a waiver by any party of any arguments, defenses, or claims he, she, they, or it may have.

IT IS SO ORDERED.



Spartanburg Common Pleas

Case Caption: Jo Ann Blackwell , plaintiff, et al VS Mary Black Health System, Llc
, defendant, et al
Case Number: 2017CP4200219
Type: Order/Approval Of Settlement

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

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 AUGUST 24, 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 AUGUST 24, 2026	You can file an objection with the Court explaining why you disagree with the Settlement. See Questions 17 – 18.
EXCLUDE YOURSELF BY AUGUST 24, 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 OCTOBER 27, 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**.

WHAT THIS DETAILED NOTICE CONTAINS?

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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 **August 24, 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 August 24, 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 **October 27, 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 **August 24, 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 August 24, 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 **OCTOBER 27, 2026**. 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 **August 24, 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 **October 27, 2026, at 11:00 a.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 180 Magnolia St, Spartanburg, SC 29306. 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 **October 17, 2026**: (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 the 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: June 10, 2026

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 August 24, 2026.**

What are your Other Options?

If you don’t want to be legally bound by the settlement, you must exclude yourself by August 24, 2026, 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 August 24, 2026. 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 October 27, 2026, 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.

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 AUGUST 24, 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 **August 24, 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 REQUIRED ON PAGE 2) →

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