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S.C. SUPREME COURT

EXHIBIT A

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

I. INTRODUCTION

Before the Court is Plaintiffs Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr. (collectively, "Plaintiffs") and Defendants Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; CHSPSC, LLC; and Professional Account Services, Inc.'s (collectively, "Defendants") (all hereinafter collectively referred to as the "Settling Parties") Joint Motion for Final Approval of the Settlement and Plaintiffs' unopposed Petition for Attorneys' Fees, Expenses, and Representative Plaintiff Awards.

The Court preliminarily approved the settlement and plan for notifying Class Members of the settlement by Order filed June 15, 2026. The Court-appointed Claims Administrator thereafter implemented a comprehensive notice program, administered a thorough claims review process, and provided its determinations and recommendations as to the claims to Class Counsel, Counsel for Defendants, and the Court. On October 27, 2026, this Court held a Fairness Hearing to consider and determine whether to finally approve the settlement and enter judgment thereon. After considering the Settlement Agreement, the Declaration filed by the Claims Administrator (Joseph

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Fisher), all documents submitted by the Parties, and after holding a hearing in open Court of which the Class Members were given notice and the opportunity to object and during which the Court heard from Class Counsel, Counsel for Defendants, and the Claims Administrator, this Court finds that the Settlement merits final approval.

For the reasons set forth herein and as more fully detailed below, the Court finds that: (a) the Settlement is fair, reasonable, adequate, and in the best interests of the Class; (b) the Class received comprehensive, robust notice and had the opportunity to be heard and participate, opt out, and/or object to the Settlement, and no Settlement Class Member has objected to the Settlement or opted out; (c) absent Class Members' interests are adequately represented by the Named Plaintiffs and Class Counsel; (d) all aspects of the Settlement, including the Notice to the Class, satisfy the requirements of due process and absent Class Members' due process rights are protected; (e) the Claims Administrator's processing of claims was thorough, fair, and entirely appropriate, and the Claims Administrator's determinations and recommendations as to all claims are fair, reasonable, and appropriate so as to warrant approval by the Court; (f) the requested attorneys' fees, expenses, and representative plaintiff service awards are entirely fair, reasonable, appropriate, and should be awarded; and (g) the Settlement should be given final approval and be implemented pursuant to its terms and conditions.

Accordingly, **IT IS HEREBY ORDERED** that the Settlement is approved, judgment is entered thereupon, and the operative complaint and all claims asserted therein are dismissed with prejudice. **IT IS HEREBY FURTHER ORDERED** that the Court approves and awards all attorneys' fees, expenses, and service awards requested.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

In determining that the Settlement should be approved as fair, reasonable, and adequate under Rule 23, SCRCP, and as in the best interests of the Class, the Court makes the following

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findings and conclusions set forth in this Final Approval Order and Judgment. Additionally, the Court adopts the definitions of terms set forth in the Settling Parties' Settlement Agreement, which is attached hereto as **Exhibit A** and incorporated herein by reference.

Rule 23(a) of the South Carolina Rules of Civil Procedure states:

> One or more members of a class may sue or be sued as representative parties on behalf of all only if the court finds (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) in cases in which the relief primarily sought is not injunctive or declaratory with respect to the class as a whole, the amount in controversy exceeds one hundred dollars for each member of the class.

In the Order preliminarily approving this settlement, filed June 15, 2026, this Court conditionally certified the Class. This Court reaffirms its finding that the prerequisites for class certification contained in Rule 23 have been met. Specifically, for the reasons set forth in the Order Preliminarily Approving the Settlement and Certifying a Class for Settlement: (1) the members of the Class are too numerous so that joinder of all members is impracticable, (2) there are common questions of law and fact; (3) the Named Plaintiffs' claims and defenses are typical of those of the Class, (4) the Named Plaintiffs and Class Counsel have fairly and adequately represented the Class, and (5) the amount in controversy is met.

The Class certified for this Settlement is defined as:

> 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

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> individual either had their recovery reduced as a result of Defendants' policy or paid Defendants as a result of the policy.

Further, all persons within the Class who did not elect to exclude themselves from ("opt out of") the Class are "Class Members" under the Settlement Agreement.

In the Preliminary Approval Order, this Court approved the notice to be published and the plan for providing notice to the Class Members. In accordance with that Order, and pursuant to the terms of the Settlement Agreement, the Class was notified of: the Action; the Settlement of the Action; their rights to make an appearance and participate in the Action, object to the Settlement, and/or exclude themselves from the Settlement; the requirements and process for submitting a claim; Plaintiffs' intention to seek payment of attorneys' fees, litigation expenses, settlement notice and administration costs, and service awards from the Gross Settlement Fund; and the Fairness Hearing that was held on October 27, 2026, in Spartanburg, South Carolina.

This Court has carefully reviewed and considered the Declaration executed by Joseph Fisher of The Notice Company (attached hereto as **Exhibit B**), as well as the Settlement Notice provided to the Class, and the Court heard from Mr. Fisher at the Fairness Hearing on October 27, 2026. As explained from the bench at the Fairness Hearing, the Court finds that Notice and the means of disseminating the Notice were the best practicable and were reasonably calculated, under all of the circumstances, to apprise the interested parties of the pendency of this Action and their rights therein, including the right to exclude themselves from the settlement and the right to object to it. This Court further finds that the Notice afforded the absent Class Members due process of law insofar as their claims in this Action are concerned, in accordance with the Due Process Clause of both the State and Federal Constitutions, and that the Notice met the requirements of due process and other applicable laws or rules.

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This Court finds that all of the members of the Class have received adequate and sufficient Notice and have been given an opportunity to participate in the Settlement.

This Court also finds that all of the members of the Class had the opportunity to exclude themselves from the Class and this Settlement. The Claims Administrator has received no requests for exclusion from the Settlement. (**Exhibit B** at ¶ 7).

This Court further finds that all members of the Class were given the opportunity to object to the proposed settlement. No such objection has been received by any of the parties, the Claims Administrator, or the Court. Furthermore, no one appeared at the Fairness Hearing to voice an objection.

This Court has previously found and hereby reiterates its conclusion that the interests of the Class are now and have been represented fairly and adequately by Class Counsel and by the Named Plaintiffs in their prosecution and settlement of the action.

This Court concludes that the settlement is fair, reasonable, adequate, and in the best interests of the Plaintiffs and Class Members. The Settlement affords substantial compensation and benefits to Class Members. It provides finality to the Class, and it provides for payment of the full Class Member Loss to each Class Member whose claim was approved by the Claims Administrator after submitting a proper Claim Form and documentation.

The Court also finds that the Claims Administrator did a thorough and outstanding job in administering a robust and successful Claims Process, and that the Claim Administrator's processing, review, and determinations with respect to all claims was performed in compliance with and according to the terms of the Settlement Agreement and this Court's Preliminary Approval Order. The Notice provided in this case clearly communicated all requisite information about how to make a claim, and the Claim Form was easy to understand and was made available

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online at the dedicated settlement website. Throughout the Claims Process, the Claims Administrator took appropriate action to protect the Settlement and the Settlement Fund against fraud, successfully screening out thousands of fraudulent and invalid claims and ensuring that the Settlement Fund would be available to fully compensate for the losses of Class Members who submitted valid claims. The Claims Administrator reports that the notice and claims process resulted in 228 legitimate claims from Claimants whose names appear on the Class List totaling $351,130.70, and the Claims Administrator and Class Counsel recommend acceptance and payment to these Authorized Claimants. Defendants likewise have no objection to the Claims Administrator's determinations or recommended distributions. The Court, therefore, concludes that the Claims Administrator's determinations as to acceptance, denial, final determination of loss, and total distributions to Class Members are appropriate for approval by the Court in all respects.

Continuing litigation would have proved risky, expensive, and complex, with neither side assured of success on the merits or recovery of damages. The Court finds that the Settlement is the result of lengthy, arm's length negotiations, was reached after protracted litigation, and was effectuated by competent and experienced counsel on both sides who at all times represented the best interests of their respective clients. Despite a comprehensive, robust Notice program, no one objected to the Settlement. Further, the Settlement Fund will be sufficient to cover all monetary distributions to Authorized Claimants, attorneys' fees, litigation expenses and costs, Notice and Administration Costs, and service awards to the Named Plaintiffs, and any remaining balance will be distributed 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. All these

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factors give the Court confidence that the Settlement is fair, reasonable, adequate, and in the best interests of the Class.

Additionally, the Court finds that the attorneys' fees, expenses, and service awards requested in Plaintiffs' Petition are fair, reasonable, and appropriate to be awarded. Defendants do not oppose the requested awards, and the requested awards were clearly communicated to the Class as part of the Notice program, but no Class Member objected. The Court finds that it is appropriate to award attorneys' fees to Class Counsel based on a percentage of the common fund created by the Settlement, and that a fee of 40% of the total settlement amount ($2,250,000) is reasonable and appropriate in light of all relevant factors, including the time and effort spent by Class Counsel, the difficulty of the case and the uncertainty of the ultimate outcome, the contingent nature of compensation, the highly beneficial result for the Class, fees that are customarily awarded, and Class Counsel's experience, reputation, and abilities. The Court also finds that Class Counsel's litigation expenses and costs and the Notice and Administration Expenses are reasonable and appropriate for approval. Finally, the Court finds that the Named Plaintiffs have patiently and adequately represented the Class as a whole, and a $10,000 service award for each Named Plaintiff is an appropriate, modest award for their service as class representatives over the many years this case has been pending.

III. ORDER

The Court has carefully reviewed and considered the entire record and the terms and conditions of the Settlement, as well as the Notice provided to the Class Members and the administration of the Claims Process by the Court-appointed Claims Administrator. Having fully reviewed and considered all documents submitted by the Parties and having conducted a Fairness Hearing in open Court, this Court **HEREBY ORDERS** that:

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1. The Settlement of this action, as embodied in the terms of the Settlement Agreement (**Exhibit A**), is hereby finally approved as a fair, reasonable, and adequate settlement in light of the factual, legal, practical, and procedural considerations raised by this case. The Settlement Agreement is incorporated by reference into this Order. The terms of the Settlement are hereby given final and complete effect.

2. The notice and methods used to provide Notice of the proposed Settlement, which were previously approved by this Court, are deemed to have been fully complied with and are deemed adequate to protect the due process rights of all members of the Class. The implemented plan for providing Class Members notice of the Settlement was the best practicable and was reasonably calculated, under all the circumstances, to apprise the Class Members of the pendency of this Action and their rights therein, including affording them an opportunity to be heard and participate, present their objections and/or to exclude themselves from, or "opt out" of, this Action. The procedures in this Settlement are deemed to have afforded the parties and Class Members a full and fair opportunity to litigate the claims at issue.

3. Plaintiffs Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr. are found to be representative parties who have fairly and adequately protected the interests of the Class.

4. The following attorneys and firms are found to have fairly and adequately represented the Class as Class Counsel: John B. White, Jr., Marghretta H. Shisko, and Griffin L. Lynch of John B. White, Jr., P.A.; and John S. Simmons and Rachel G. Peavy of Simmons Law Firm, LLC.

5. In reaching its conclusions, this Court has given due consideration to the Class's likelihood of success at trial; the range of possible recovery; the point on or below the range of

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possible recovery at which a settlement is fair, adequate, and reasonable; the complexity, expense, and duration of litigation; the absence of opposition to the Settlement; the Parties' interests, including absent Class Members' interests; the state of proceedings at which the Settlement was achieved; and all written submissions, declarations, affidavits, and arguments of counsel.

6. The Court also finds that all other requirements of statute, rule, and constitutional principles necessary to effectuate settlement have been met and satisfied.

7. The Settlement Agreement fully and finally resolves the Settled Claims and, upon the Effective Date as set forth in the Settlement Agreement, shall be the exclusive remedy of Class Members for all claims set forth in the complaints filed in this Action and claims arising out of or relating to the subject matter of this Action. Each Class Member is bound by the Settlement Agreement and forever discharges Defendants from all matters within the Releases. Further, a release of all Settled Claims, as set forth in the Settlement Agreement and incorporated herein, is intended and shall be effectuated according to the terms of the Settlement Agreement. Finally, upon the Effective Date of the Settlement Agreement, this Order shall constitute a bar to the assertions of Settled Claims by Class Members according to the law of South Carolina and shall operate as *res judicata* as to such matters.

8. Each Class Member shall hold harmless Defendants, Defense Counsel, and the Released Parties for any claims, liabilities, attorneys' fees, and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

9. With respect to payments or distributions to Class Members, the Court adopts and approves the Claims Administrator's recommendations with respect to denied claims, approved claims, and distribution amounts. Specifically, the Court approves of the Claims Administrator's

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denial determinations with respect to all claims identified in Mr. Fisher's Declaration, and the Court affirms the Claims Administrator's denial of the claim for which an individual has appealed the denial because the Court has determined the Claimant did not provide sufficient documentation to support her claimed loss or to establish that she is a legitimate Class Member. The Court likewise approves of the Claims Administrator's acceptance determinations as to all claims identified in Mr. Fisher's Declaration, including the Claims Administrator's proposed acceptance of the 20 Late Claims submitted by Listed Claimants. The Court, therefore, approves the aggregate loss qualifying for distribution to Authorized Claimants of $351,130.70, and approves of the Claims Administrator's disbursement of the Net Settlement Fund in accordance with the terms of the Settlement Agreement. Additionally, all questions not resolved by the Settlement Agreement shall be resolved by the Claims Administrator in its sole and exclusive discretion.

10. This Court, having reviewed Plaintiffs' Petition for Attorneys' Fees, Expenses, and Representative Plaintiff Awards and Costs and having considered those requests separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, finds that the requested attorneys' fees, costs and expenses are just, fair, and reasonable. The Court approves the payment of the following fees, costs, and expenses to Class Counsel from the Gross Settlement Fund in accordance with the terms of the Settlement Agreement: (a) attorneys' fees of 40% of the Gross Settlement Fund to Class Counsel ($900,000); (b) Class Counsel's litigation costs and expenses—which totaled $26,544.10 as of the date of the Fairness Hearing and which were reasonably and necessarily incurred for the benefit of the Class in this Action—along with any such litigation costs and expenses that Class Counsel incurs subsequent to the Fairness Hearing; and (c) Notice and Administration Expenses of $104,686.40.

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11. The Court approves the payment of the $10,000 Representative Plaintiff Awards to Ms. Blackwell, Ms. Brooks, and Mr. Owens from the Gross Settlement Fund in accordance with the terms of the Settlement Agreement.

12. The Court approves the payment of any balance remaining in the Net Settlement Fund to the South Carolina Bar Foundation in accordance with the terms of the Settlement Agreement.

13. Defendants shall not be required to make any payments or do anything other than that required by the Settlement Agreement.

14. In accordance with the Settlement Agreement, and to effectuate the Settlement, the Parties and Claims Administrator are directed to take such actions and perform such duties as required by the Settlement Agreement.

15. This Court shall retain continuing jurisdiction over this Action for all purposes necessary and proper for the interpretation, consummation, implementation, administration, supervision, management, and enforcement of the Settlement and Settlement Agreement; for disbursement of settlement benefits; for disbursement of any other payments approved of by this Final Approval Order and Final Judgment; to effectuate this Final Approval Order and Final Judgment; and for any other necessary and proper purpose.

16. The operative complaint and all claims asserted therein in the Class Action are hereby **DISMISSED**, with prejudice, and without costs to any of the Settling Parties and Released Parties other than as provided for in the Settlement Agreement.

17. Upon entry of this Order, all Class Members shall be bound by the Settlement Agreement (including any amendments) and by this Final Order.

IT IS SO ORDERED.

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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/Other

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

EXHIBIT A

Settlement Agreement

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG 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; Professional Account Services, Inc., Defendants.	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT C.A. No. 2017-CP-42-00219 **CONDITIONAL CLASS-ACTION SETTLEMENT AGREEMENT**

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.

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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.

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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,

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(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.

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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,

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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.

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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

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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

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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

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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.

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(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.

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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.

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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

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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]

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Jo Ann Blackwell

Date: 4/21/26

Michelene Brooks

Date: 4-21-26

Samuel H. Owens, Jr.

Date: 4/22/2026

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Date: 4/23/26

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rpeavy@simmonslawfirm.com

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

Date: 4/24/2026

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

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EXHIBIT A

Settlement Agreement

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SEVENTH JUDICIAL CIRCUIT COURT OF COMMON PLEAS
SPARTANBURG COUNTY, SOUTH CAROLINA

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 *pro rata* 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.

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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.

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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

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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.

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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;

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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:**

<table>
<tr><th colspan="2">Clerk of the Court</th></tr>
<tr><td colspan="2">Clerk of the Court
Spartanburg County, South Carolina
Court of Common Pleas
80 Magnolia St, FL 2 Ste 2100
Spartanburg, SC 29306</td></tr>
<tr><th colspan="2">Class Counsel</th></tr>
<tr><td>John B. White, Jr.
Marghretta H. Shisko
John B. White, Jr. P.A.
291 S. Pine Street
Spartanburg, SC 29302</td><td>John S. Simmons
Rachel G. Peavy
Simmons Law Firm, LLC
1711 Pickens Street
Columbia, SC 29201</td></tr>
<tr><th colspan="2">Settling Defendants' Counsel</th></tr>
<tr><td colspan="2">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</td></tr>
</table>

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 _____. 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**.

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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 _____ 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 _____ [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 _____(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

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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: **Month 00, 0000**

EXHIBIT A-2

Publication Notice

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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

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IN THE SEVENTH JUDICIAL CIRCUIT COURT OF COMMON PLEAS
SPARTANBURG COUNTY, SOUTH CAROLINA
Blackwell, et al. v. Mary Black Health System, LLC et al.,
C. A. No. 2017-CP-42-00219

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: (FIRST) (MI) (LAST)			IF FILING ON BEHALF OF A CLASS MEMBER, YOUR NAME: (FIRST) (MI) (LAST)
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 REQUIRED ON PAGE 2) →

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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

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Spartanburg Common Pleas

Case Caption:	Jo Ann Blackwell , plaintiff, et al VS Mary Black Health System, Llc , defendant, et al
Case Number:	2017CP4200219
Type:	Exhibit/Filing of Exhibits

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132

EXHIBIT B

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STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG 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; Professional Account Services, Inc., Defendants.	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT C.A. No. 2017-CP-42-00219 **DECLARATION OF JOSEPH M. FISHER** **REPORTING ON THE NOTICE AND CLAIMS PROCESS**

I, Joseph M. Fisher, declare as follows:

1. **Identification**. I am the president of The Notice Company, Inc., a Massachusetts corporation with offices at 94 Station Street, Hingham, MA 02043 ("The Notice Company"). The Notice Company is principally engaged in the administration of class action settlements and lawsuits pending in courts around the United States, including the dissemination of notice to class members, administering the claims process, and distributing the proceeds of the litigation to the class and *cy pres*. I have over 20 years of experience assisting attorneys with class action notices and claims administration. I am also a member in good standing of the bars of Massachusetts, Virginia, and the District of Columbia. I am over 21 years of age and not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify thereto under oath.

2. **Purpose**. The Court approved the appointment of The Notice Company, Inc. as the "Claims Administrator" in this case by its Order Granting Joint Motion to Amend the Order

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Certifying the Class and Preliminarily Approving the Class Action Settlement Agreement entered on June 15, 2026 (the "Preliminary Approval Order"). I am filing this Declaration to report on the outcome of the notice and claims process.

3. **Class Definition**. The Preliminary Approval Order established the following definition of the "Settlement 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."

Members of the Settlement Class are referred to as "Class Members".

4. **Forms of Notice**. Attached hereto as **Exhibit A** is the Notice of Proposed Settlement ("Detailed Notice"), as **Exhibit B** is the Notice for Publication ("Publication Notice"), and as **Exhibits C and D**, respectively, are the Class Action Claim Form in two forms: (i) Personalized Claim Form ("Personalized Claim Form") for the Directed Mailing with the Class Member's name and reported Class Member Loss as listed on the Class List; (ii) Website Claim Form with no personalization and "Unknown" Class Member Loss ("Website Claim Form"), all substantially in the form agreed upon by the parties and as approved by the Court in its Preliminary Approval Order.

5. **Notice Program**. Pursuant to the Settlement Agreement and the Preliminary Approval Order, the Claims Administrator provided notice to the Settlement Class through the following five methods:

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a. Directed Mailing: Mailing of the Detailed Notice to known members of the Settlement Class provided to the Claims Administrator by the Defendants;

b. Published Notice: Publication Notice appeared in ***The Spartanburg Herald-Journal,*** in ***The Gaffney Ledger,*** and online at ***www.GoUpState.com***;

c. Settlement Website: Creation and maintenance of a class website at **www.MaryBlackClassAction.com;** and

d. Toll-free telephone line: Establishment of a toll-free telephone line, (800) 789-6490, for persons to call and listen to a pre-recorded description of the settlement, inquire about Settlement Class membership, provide address update information or to ask questions. The toll-free telephone number is featured on the Settlement Website and was printed in the Detailed Notice, and Publication Notice.

6. **Mailing List.** On June 30, 2026, Class Counsel provided the Claims Administrator with a password protected Excel workbook containing two (2) lists of persons identified as meeting the Settlement Class definition.

a. Settlement Class Lists. The lists (the "Settlement Class Lists") contained the name, mailing address, Class Member Loss Amount and other information pertaining to members of the Settlement Class.

b. Two Sources. The first Settlement Class List ("MB List"), identified Mary Black Health System LLC Class members, consisted of 1536 records and the second Settlement Class List ("GF List") identified Gaffney H.M.A., LLC Settlement Class members, consisted of 884 records.

c. The "Class List". For purposes of preparing a mailing list, MB List and GF List were combined to create the "Class List". The Class List contained 2420 records

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where 2,152 contained complete addresses and 268 contained incomplete or no address information.

d. Additional Addresses. On July 6, 2026, Class Counsel provided 29 addresses bringing the number of records with addresses to 2,181 and incomplete/no addresses for 242 records.

e. Skip Traces. Claims Administrator performed skip-traces for the 242 incomplete/no address records resulting in the acquiring of 239 addresses for Settlement Class members and 3 records with no address information. The 3 records with no address information were removed from Class List for mailing purposes.

f. NCOA Updates. The Class List comprised of 2,417 records with addresses was submitted for National Change of Address ("NCOA") updates utilizing the NCOA^{Link} service as licensed by the U.S. Postal Service ("USPS"). The NCOA^{Link} process improves mail deliverability by providing mailers with current, standardized, delivery point coded addresses for individual, family, and business moves. An attempt was made to match each name and address against the NCOA^{Link} database consisting of approximately 160 million records of 48 months of permanent address changes as filed by relocating postal customers. The NCOA^{Link} service provided updated mailing address information for 112 persons on the Class List and 64 bad addresses.

g. Additional Skip Traces and NCOA Updates. For the 64 bad addresses, skip-traces were performed resulting in updates to all 64 addresses. Another Submission was made to the NCOA^{Link} service, resulting in 2 additional new address updates.

h. List Consolidation. Class Counsel informed the Claims Administrator that some

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Class Members have had more than one visit to the healthcare institutions and thus their name and address appear more than once on the list. These records, where a person's name and address matched, were consolidated into a single record with the amount of Class Member Loss being aggregated. There were 72 Settlement Class members whose names and addresses appeared in two or more records.

i. The Mailing List. After the Class List was consolidated, the resulting "Mailing List" consisted of 2,334 records of "Listed Class Members".

7. **Notice Mailing**. On July 14, 2026, the Detailed Notice and Personalized Claim Form (collectively, "Notice Package") were mailed, first-class postage prepaid, to the 2,334 addresses listed on the Mailing List. The USPS returned 544 mailings as undeliverable. For 2 of these returned mailings, the USPS provided new forwarding information. The Claims Administrator re-mailed the Notice Package to the new addresses provided. For the remaining 542 undeliverable mailings, the Claims Administrator performed skip-traces resulting in the re-mailing of 534 Notice Packages and the emailing of 2 Notice Packages (1 deliverable and 1 undeliverable (bounced)) (the 2nd mailing and the emailed Notice Packages collectively, "2nd Mailing"). Thus, 6 Notice Packages remained undeliverable. The USPS and the email server together returned 67 of the 2nd Mailings as undeliverable, where 5 were returned with new addresses. The five (5) 2nd Mailing Notice Packages with new addresses were re-mailed resulting in one (1) being returned as undeliverable. As of the date of this Declaration, 71 Notice Packages remain undeliverable.

8. **Published Notice**. The Claims Administrator caused the Publication Notice to appear three (3) times, once a week for three (3) weeks, in ***The Gaffney Ledger*** on July 15th, July 24th, and on July 27, 2026*;* three (3) times, once a week for three (3) weeks in ***The Spartanburg Herald-Journal*** on July 15th, July 19th, and on July 31, 2026**,** and online at ***www.GoUpState.com*** starting

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on July 15, 2026. Attached hereto as **Exhibit E** are the Affidavits of Publication provided by the publishers that include copies of the published notice and electronic tear sheet ("e-tearsheet").

9. **Settlement Website**. Commencing on July 13, 2026, and continuing through the date of this Declaration, the Claims Administrator established and has maintained online a website for this case at **www.MaryBlackClassAction.com** (the "Settlement Website") where persons could view and download copies of the Detailed Notice, Website Claim Form, Settlement Agreement, Order Granting Joint Motion to Amend the Order Certifying the Class and Preliminarily Approving the Class Action Settlement Agreement, HIPAA Qualified Protective Order Authorizing Disclosure of Limited Protected Health Information for Settlement Administration, the Order Certifying Class, the Amended Summons and Complaint, and Answers to the Amended Complaint. Attached hereto as **Exhibit F** is a copy of the Home page and Settlement document page from the Settlement Website. Since July and continuing through October 16, 2026, there have been 18,272 visits to the Settlement Website by 12,334 unique visitors, who have viewed or downloaded a total of 74,523 pages at the Settlement Website.

10. **Toll-Free Telephone Line**. On July 2, 2026, the Claims Administrator established a toll-free telephone line for information on this settlement at (800) 789-6490. Members of the Settlement Class could call in to listen to a pre-recorded description of the settlement, request a Notice Package, provide address update information or to ask questions. The toll-free phone number is featured on the Settlement Website and was printed in the Detailed Notice, and Publication Notice. As of the date hereof there have been 92 calls to the toll-free information telephone line.

11. **Deadlines**. The Detailed Notice, Publication Notice, the toll-free telephone recording and Settlement Website all state that August 31, 2026, was the deadline to submit claims ("Claims

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Deadline"), exclusion requests and objections to the proposed Settlement.

12. **No Exclusion Requests**. As of the date of this Declaration, the Claims Administrator has received no requests for exclusion from the Settlement.

13. **No Objections**. As of the date of this Declaration, the Claims Administrator has received no objections to the proposed Settlement.

14. **Summary of Claims Received.** As of the date hereof, the Claims Administrator has received a total of 19,334 claims, consisting of 19,300 "Timely" claim forms (claims received or postmarked on or before the Claim submission deadline of August 31, 2026) and 34 "Late" claim forms (claims received or postmarked after August 31, 2026). As discussed below, Timely claims include 40 duplicate claims (more than one claim form submitted on behalf of the same claimant) and 18,940 claims that appear to be "Bot-generated" submissions.[1] Late claims include 5 duplicate claims.

15. **Claim Submission Procedures.** In accordance with the Settlement Agreement, the Personalized Claim Form was sent to all Listed Class Members. Each Form listed the Class Member Loss as reported to the Claims Administrator by the Defendants (the "Loss"). Class Members were afforded the opportunity to agree or disagree with the Loss reported on the Personalized Claim Form. Claimants[2] were instructed to submit documentation to support any

[1] "Bots are automated computer software that perform tasks along a set of algorithms, and they are at work all over the Internet at varying levels of sophistication." Federal Trade Commission, Report to Congress, *Social Media Bots and Deceptive Advertising*, July 2020, available at https://www.ftc.gov/system/files/documents/reports/social-media-bots-advertising-ftc-report-congress/socialmediabotsreport.pdf.

[2] Anyone who submits a Claim Form is a "Claimant", including Class Members as well as persons who may not qualify as members of the Settlement Class. Listed Class Members who submit claims are referred to as "Listed Claimants"; all other Claimants are referred to as "Unlisted Claimants".

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disagreement with the reported Loss. Any Class Member who did not receive a Personalized Claim Form could download a Website Claim Form from the Settlement Website. The downloadable Forms were generic and simply listed the Class Member Loss as "Unknown".

16. **Claim Processing – Timely Claims.**

a. Processing Claims from Listed Class Members Who *Agree* with Loss.

i. For Personalized Claim Forms returned and signed by a Listed Class Member who agreed with the Loss, the Claims Administrator informed the Class Member by mail or email that the claim was approved.

ii. For Personalized Claim Forms returned and signed by Listed Class Members who had changed their last names and agreed with the Loss, a skip trace was conducted to verify the name change before the Claims Administrator mailed or emailed a letter of claim approval to the applicable Class Member.

iii. For Personalized Claim Forms returned where the Loss was agreed to **but** the Form was ***not*** **signed by the Listed Class Member** and instead was signed by a **representative** of the Listed Class Member, the Claims Administrator processed the claims as follows:

1. Deceased Settlement Class Members: The Claims Administrator requested a copy of the Death Certificate and/or a document authorizing the representative to file the claim and to receive funds on behalf of the estate of the Class Member. If no probate documents were available, then the Claims Administrator requested the submission of a notarized Affidavit of Authority (substantially in the

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form of **Exhibit G** attached hereto). Once these documents were received and deemed complete, the Claims Administrator informed the Class Member's estate representative that the claim was approved and the Settlement payment would be issued to the representative or as otherwise directed by the representative. However, in absence of sufficient documentation to support the authority of the representative to receive payment in their own right, the representative was informed that the Settlement payment would be made payable to the "Estate of the Settlement Class Member".

2. Minor Settlement Class Members: Personalized Claim Forms that were signed by representatives of a minor Settlement Class Member where the representatives' names appeared on the Class List as the "Care of" or "C/O" party for the minor were deemed to be sufficient and complete. If the representative's name did not appear on the Class List, then the Claims Administrator requested documentation showing the representative's authority to act on behalf of the minor Class Member, such as the minor's birth certificate or adoption papers that identified the representative as a parent.

b. Processing Claims from Listed Class Members Who *Disagree* with the Loss as shown on the Claim Form.

i. Claimants Who Provided Documentation. The Claims Administrator reviewed all submitted documentation. The Claims Administrator's initial review did not find any instances where documents submitted by

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claimants could support a Loss greater than the amount reported by Defendants. Before concluding its review, the Claims Administrator summitted all disputed claims to the Parties' counsel, along with documentation provided by Claimants, and requested that the Parties review their records and search for additional information bearing on the Class Member's Loss. In all instances the Parties informed the Claims Administrator that there was no additional information that would support an increase in the reported Loss.[3] The Claims Administrator finalized its initial determination and sent a letter to each of these Claimants informing them that (A) their dispute was denied, (B) their claim was accepted for the Loss as determined by Defendants, and (C) they had the right to appeal the Claims Administrator's decision to the Court within 21 days of our determination. Instructions for filing an appeal with the Court were included in the Claims Administrator's letter. For those Claimants who submitted Late Claims, they were also informed that the Court would determine if Late Claims would be eligible to receive payments from the Settlement.

ii. Claimants Who Failed to Provide Documentation. When Claimants failed to provide any documentation in support of their disagreement with the

[3] In one instance Defendants informed the Claims Administrator that a reported Loss should be reduced for a Claimant who had requested a review of their claim. Defendants noted that they had erroneously assigned the Loss amount for this Claimant. The Claims Administrator determined that the Claimant should not be penalized for having requested a review of their Loss. The Loss determined for this Claimant will remain unchanged from the amount as originally presented by Defendants on the Class List.

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reported Loss, the Claims Administrator followed up with a request to the Claimant for documentation to support their dispute. If documentation was subsequently provided, then the process outlined above in ¶ 16.b.i was followed. If no supporting documentation was provided, then the Claims Administrator sent a letter to the Claimant informing them that (A) their dispute was denied, (B) their claim was accepted for the Loss as determined by Defendants, and (C) they had the right to appeal our decision to the Court within 21 days of our determination. Instructions for filing an appeal with the Court were included in the Claims Administrator's letter.

c. Processing Claims Submitted by Persons Who are Not Listed Class Members - Website Claim Forms. Persons who are not Listed Class Members did not receive a Claim Form in the mail. Instead, they obtained a Website Claim Form from the Settlement Website. The Website Claim Form is a generic form that identified the Class Member Loss as "Unknown" and directed persons using the form to: (i) properly identify themselves as members of the Settlement Class, (ii)provide the amount of their Class Member Loss and (iii) provide documentation to support their claimed Loss. Website Claim Forms received by the Claims Administrator were processed as follows:

   i. With Documentation. The Claims Administrator reported the claim to the Parties and requested that the Defendant review its billing records to determine if the claimant qualified as a member of the Settlement Class. For all submissions the Defendants had no records for these claimants that

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would qualify them as Class Members. For all submissions the Claims Administrator determined, after reviewing the submitted documentation, that there was insufficient proof was provided to support Class membership. The Claims Administrator sent letters to these claimants informing them that their claim was denied. The letter also provided these claimants with information on how to appeal our decision to the Court.

ii. Without Documentation Regardless of Agreeing or Disagreeing with the Class Member Loss of "Unknown". The Claims Administrator reported the claim to the Parties and requested that the Defendant review its billing records to determine if the claimant qualified as a member of the Settlement Class. For all submissions the Defendants had no records for these claimants that would qualify them as Class Members. With these claimants submitting no documentation to support their claimed membership in the Settlement Class, the Claims Administrator informed all of these claimants that their claim was denied. These claimants were also provided information on how to appeal our claim determination to the Court.

d. Bot-Generated Claims. "Bots" are a special class of persons/entities who are not Listed Class Members. In recent years "Bots" (short for robots) have been using AI-assisted programs to submit fraudulent claims in class-action settlements.[4] In

[4] AI-assisted programs are software tools and applications that use artificial intelligence to automate tasks. ***Reuters*** has reported for several years on the fraud risks associated with Bots and AI. *See* Diana Novak Jones, "Scammers flood US class action settlements with fraudulent claims", May 7, 2024, available at https://www.reuters.com/legal/us-class-action-settlements-flooded-with-fraudulent-claims-by-scammers-2024-05-02/; Alison Frankel, "The class action claim bots

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the current settlement the Claims Administrator identified 18,940 claims with the characteristics of being programmatically generated and submitted by Bots and not by legitimate Claimants. The Claims Administrator identified the following characteristics of these claims that pointed to their Bot origins:

i. All of these claims were submitted by email over a short period of time using a Hotmail.com email address. Hotmail.com (now part of Outlook.com) is a domain that has been historically associated with bot-sent emails and spam campaigns.[5]

ii. The volume of these email submissions from Hotmail.com accounts raised a red flag. These claims aggregated to ***over eight (8) times*** the size of the entire Class List.

iii. The email subject lines of these thousands of emails were nearly all identical or substantially similar, using the phrase "Authorized Mary Black Claim Form Submission" or "Completed and Signed Mary Black Settlement Claim Form" or "Submitted Mary Black Claim Form Submission" or other minor variations of the same text.[6]

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are coming! (Actually, they're already here)", January 18, 2018, available at https://www.reuters.com/article/world/the-class-action-claim-bots-are-coming-actually-theyre-already-here-idUSKBN1F7330/.

[5] See, e.g., "Scammers are using Microsoft's email address to send spam messages" (May 22, 2026), available at https://www.newsbytesapp.com/news/science/microsoft-email-system-exploited-by-scammers-to-send-spam-alerts/story.

[6] The Claims Administrator reviewed the subject lines of 100% of the identified Bot-generated claims. Bots employed ten (10) subject-line variations: "Authorized Mary Black Claim Form Submission", "Completed and Signed Mary Black Settlement Claim Form", "Completed Mary Black Claim Form Submission", "Finalized Mary Black Settlement Claim Form", "Formal Mary Black Claim Form Submission", "Prepared Mary Black Settlement Claim Form", "Official Mary

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iv. All of these claim submissions utilized the Website Claim Form which was readily available from the Settlement Website without proof of membership in the Settlement Class.[7]

v. The submitted Claim Forms all listed the Class Member Loss as "Unknown" and the Claimants checked the box on the Claim Form indicating their agreement with an unknown Class Member Loss.

i. The names of the Claimant identified in these emails rarely matched the email senders' name.

None of the identified Bot-generated claims were accepted for payment.

17. <u>Timely Claims - Results.</u> The Claims Administrator received 19,300 Timely Claims, consisting of the following:

a. 244 Listed Claims (for 208 Claimants whose names appear on the Class List, 36 duplicate claims received),

b. 116 "Unlisted" Claims (for 112 Claimants whose names do not appear on the Class List, 4 duplicate claims received), and

c. 18,940 claims identified as Bot submissions (detailed above at section 16.D).

Results for Timely Claims are as follows:

Black Claim Form Submission", "Signed Mary Black Settlement Claim Form", "Submitted Mary Black Claim Form Submission", and "Verified Mary Black Settlement Claim Form".

[7] The Claims Administrator proceeded in a cost-effective manner and examined in detail only a sampling of the Bot-submitted Claim Forms. To obtain a 95% confidence level for a population of 18,940 claims, the Claims Administrator examined in detail 380 Bot-submitted claims. *See*, e.g., "Confidence Intervals" available at http://www.stat.yale.edu/Courses/1997-98/101/confint.htm. This approach balanced statistical rigor with practicality and avoided dissipating Settlement Funds with administrative costs that would have been incurred with a detailed review of all 18,940 Bot-submitted claims.

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		Number of Claimants	**Aggregate Loss**
Listed Claimants:			
	Accepted for Payment, No Dispute from Claimant:	172	$325,989.95
	Accepted for Payment, Claimant's dispute denied:	11	$3,131.65
	Accepted but no Payment Required ($0 Loss):	25	$0.00
	Claim Denied:	0	$0.00
	TOTAL	208	$329,121.60
Unlisted Claimants:			
	All Unlisted Claims Denied:	112	$0.00
Bot-Claims			
	All Bot-Claims Denied:	18,940	$0.00

As required in the Settlement Agreement, the Claims Administrator submitted to Class Counsel a listing of all Timely Claims, including the amounts recommended to be awarded to each Claimant and copies of the Claim Forms.

18. Late Claims: Late Claims were processed in the same manner as Timely Claims ***except*** that these Claimants were informed that their submissions were untimely and that it would be up to the Court to determine if Late Claims would be eligible for payment from the Settlement. As of the date hereof, the Claims Administrator has received 29 Late Claims, with an aggregate Loss of $22,009.10, consisting of the following:

a. 20 Listed Late Claims were received for 17 Claimants (3 duplicate claim submissions) whose Notice Package was sent a second time because the initial mailing had been sent to an address that proved to be undeliverable ("2nd Notice Late Claims");

b. 5 Listed Late Claims were received for 3 Claimants (2 duplicate claim submissions) who received prompt notice but responded after the submission deadline ("1st Notice Late Claims"); and

c. 9 Unlisted Late Claims were received for 9 Claimants (no duplicates) whose names

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do not appear on the Class List.

Results for Late Claims are summarized on the following table:

		Number of Claimants	**Aggregate Loss**
Listed Late Claims:			
	2nd Notice Late Claims - No Dispute:	14	$21,442.51
	2nd Notice Late Claims - Dispute Denied:	3	$602.00
	1st Notice Late Claims - No Dispute:	2	$566.59
	1st Notice Late Claims - Dispute Denied:	1	$0.00
	1st Notice Late Claims - $0 Loss/No Dispute:	0	$0.00
	TOTAL PROPOSED ACCEPTANCE	20	$22,009.10
Unlisted Late Claims:			
	All Unlisted Late Claims Denied:	9	$0.00

The Claims Administrator recommends approving the 20 Late Claims submitted by Listed Claimants and not approving the 9 Late Claims submitted by Unlisted Claimants. The Claims Administrator has submitted to Class Counsel a listing of all Late Claims, including the amounts recommended to be awarded to each Claimant.

19. **Appeal to the Court Regarding Claims Administrator's Determination**. As of the date hereof, only one (1) Claimant has informed the Claims Administrator of an appeal to the Court of the Claims Administrator's determination. The Claims Administrator received a copy of the Claimant's letter of appeal as shown on **Exhibit H** attached hereto Also included in **Exhibit H** is a copy of the Claim Form submitted by the Claimant. This Claimant is not on the Class List.

20. **Distribution of Settlement Funds**. The Settlement Agreement and Preliminary Approval Order provide for Settlement Funds totaling $2,250,000.00. Claimants approved by the Court ("Authorized Claimants") will be entitled to a *pro rata* share of the Net Settlement Fund. If all timely and late claims are accepted as recommended, the aggregate Loss qualifying for compensation would sum to $351,130.70. This amount is subject to adjustment to the extent that the Court rules on any appeals filed by Claimants concerning the Claims Administrator's

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determinations of qualifying Loss. Total funds available for distribution to Authorized Claimants will be determined after the Court rules on (A) whether to approve the proposed incentive awards of $10,000 to Jo Ann Blackwell, Michelene Brooks and Samuel H Owens, (B) the amount to be awarded to Class Counsel for fees and expenses, (C) whether to approve the Claims Administrator's recommendations for payment as outlined above, (D) whether Late Claims should be paid and, if so, which claims, and (E) the amount of notice and administrative expenses to be paid to the Claims Administrator.

21. **Fees of the Claims Administrator**. On July 24, 2026, the Claims Administrator submitted an invoice for notice services in the amount of $43,899.57. This amount was paid in full by Class Counsel. As of the date hereof the Claims Administrator has incurred additional fees and costs totaling $45,786.83 for continued notice services and for administration of the claims process. The Claims Administrator estimates that future fees and costs to be incurred in the final stages of administration and distribution of payments to Authorized Claimants will not exceed $15,000.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

EXECUTED at Hingham, Massachusetts, this 21st day of October, 2026.

JOSEPH M. FISHER

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT A

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SEVENTH JUDICIAL CIRCUIT COURT OF COMMON PLEAS
SPARTANBURG COUNTY, SOUTH CAROLINA

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 31, 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 *pro rata* Settlement payment.
OBJECT BY AUGUST 31, 2026	You can file an objection with the Court explaining why you disagree with the Settlement. See Questions 17 – 18.
EXCLUDE YOURSELF BY AUGUST 31, 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**.

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WHAT THIS DETAILED NOTICE CONTAINS?

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2. What is the Lawsuit about?
3. Why is this Lawsuit a class action?
4. Why is there a settlement?

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5. How do I know if I am part of the Settlement?
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REMAINING IN THE SETTLEMENT CLASS ..... Page 6
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THE LAWYERS REPRESENTING YOU ..... Page 7
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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.

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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 31, 2026**. Please do not call the Court.

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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 31, 2026** to:

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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)"; and
3. Be signed and dated by you.

To be valid, exclusion requests must be mailed with a postmark on or before **August 31, 2026.**
Mailed exclusion requests should be sent to:

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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

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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 31, 2026:**

<table>
<tr><th colspan="2">Clerk of the Court</th></tr>
<tr><td colspan="2">Clerk of the Court
Spartanburg County, South Carolina
Court of Common Pleas
180 Magnolia St, FL 2 Ste 2100
Spartanburg, SC 29306</td></tr>
<tr><th colspan="2">Class Counsel</th></tr>
<tr><td>John B. White, Jr.
Marghretta H. Shisko
Griffin L. Lynch
John B. White, Jr. P.A.
P.O. Box 2465
Spartanburg, SC 29304</td><td>John S. Simmons
Rachel G. Peavy
Simmons Law Firm, LLC
1711 Pickens Street
Columbia, SC 29201</td></tr>
<tr><th colspan="2">Settling Defendants' Counsel</th></tr>
<tr><td colspan="2">James Lynn Werner
Katon E. Dawson, Jr.
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, SC 29201</td></tr>
</table>

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**.

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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 31, 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.

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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 15, 2026**

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT B

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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 31, 2026.**

What are your Other Options?

If you don't want to be legally bound by the settlement, you must exclude yourself by August 31, 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 31, 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 admin@MaryBlackClassAction.com.

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT C

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MARY BLACK CLASS ACTION CLAIM FORM

Settlement Class Member: [FULL NAME CLASS MEMBER]
Class Member Address: [C/O], [Address1], [City], [State] [ZIP Code]

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 31, 2026.

SETTLEMENT CLASS MEMBER'S NAME: (FIRST) (MI) (LAST)	IF FILING ON BEHALF OF A CLASS MEMBER, YOUR NAME: (FIRST) (MI) (LAST)
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 [Class Member Loss ($)]. 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 31, 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.

(SIGNATURE REQUIRED ON PAGE 2) →

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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 AUGUST 31, 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

[TNC Code]
[FULL NAME CLASS MEMBER]
[c/o]
[Address]
[City], [State] [ZIP Code]

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT D

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MARY BLACK CLASS ACTION CLAIM FORM

Settlement Class Member: *DOWNLOADED CLAIM FORM*; PROVIDE INFORMATION BELOW.
Class Member Address: *DOWNLOADED CLAIM FORM*; PROVIDE INFORMATION BELOW.

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 31, 2026.

SETTLEMENT CLASS MEMBER'S NAME: (FIRST) (MI) (LAST)			IF FILING ON BEHALF OF A CLASS MEMBER, YOUR NAME: (FIRST) (MI) (LAST)
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 $ - UNKNOWN. 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 31, 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.

(SIGNATURE REQUIRED ON PAGE 2) →

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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 AUGUST 31, 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

Website

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT E

THE GAFFNEY LEDGER

1604 W. Floyd Baker Boulevard
P.O. Box 670 - Gaffney, SC 29342
864-489-1131 - FAX 864-487-7667
Email: wilson@gaffneyledger.com

STATE OF SOUTH CAROLINA

COUNTY OF CHEROKEE

Personally came before me, a Notary Public for State and County aforesaid, Phyllis Wilson for The Gaffney Ledger, Inc., a newspaper published in Gaffney, South Carolina, and on oath says that the above advertisement did appear in said newspaper, and that the clipping herewith attached and made a part of this affidavit is a true copy of said advertisement as it appeared in said newspaper on

July 15, 24 & 27, 2026

Phyllis Wilson

Phyllis Wilson

Sworn to before me this

4th day of August 2026

Notary Public for South Carolina

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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 31, 2026.**

What are your Other Options?

If you don't want to be legally bound by the settlement, you must exclude yourself by August 31, 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 31, 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 admin@MaryBlackClassAction.com.

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County receives $1.3 million grant

By LARRY HILLIARD
Ledger Staff Writer
larry@gaffneyledger

The county is hoping a grant will help bridge a funding gap to … repair bridges.

According to a press release, Cherokee County received a $1.3 Million Federal BUILD Grant.

The grant will develop construction-ready ("shovel-ready") plans for the replacement or installation of 17 county-owned bridges and creek crossings throughout Cherokee County.

"While we were not selected for construction funding this round for the Brick House Road bridge replacement project, this award is a tremendous step forward for our county," the press release said.

"One of the biggest challenges local governments face when pursuing large infrastructure grants is that many federal and state funding opportunities require projects to be "shovel ready" before they can be competitive for construction funding. Engineering, environmental reviews, permitting, and construction plans can cost hundreds of thousands of dollars—often making it difficult for smaller counties to compete. This grant allows Cherokee County to complete those critical planning documents for 17 bridge and creek crossing projects, creating a pipeline of projects that will be ready to compete for future grant opportunities," the press release said.

In total, these infrastructure improvements are estimated to require more than $8 million in construction funding.

Projects included in this planning grant include:

Bridge Replacements
Patrick Road
Blue Stone Road
Smoke Ridge Road
Frye Road
Smith Ford Road
McSwain/Edwaldz Road
Junie Road
Covered Bridge Road
Crenshaw Road
McCraw Road
Walters Road
Garner Creek Road
Creek Crossings
Junie Road
Carolina Ridge Road
Woods Cross Road
Chestnut Ridge Road
N. Cherokee Ford Road

"Come see us and have a blessed day!"
Eddie's Footlong Hotdogs
Hwy. 11 Gaffney, SC
"A Little Taste of Home" (Beside Old Post Store)
Eddie Coggins Owner
Footlong Hotdogs
Beef Hash • Pork BBQ
Grilled Chicken
1/2 Lb. Hamburgers
Chicken Strip Plates
Chicken Filets
Hand-Breaded Flounder Plates... EVERY FRIDAY!
Open: Wednesday - Saturday 11am-4pm
Call-Ins Welcome...838-2240
★Special!...Buy 5 Footlong Hot Dogs, Get 1 FREE!

JULY SAVINGS
ONE-TIME CHECK-UP FOR ONE SYSTEM*
(Excluding commercial)
$109
*With this ad. Offer expires 12-31-26. Additional units are extra.
painters@paintershvacdba.net
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ALL UNITS COME WITH 10-YEAR P&L WARRANTY!
MENTION THIS AD & RECEIVE... $100 OFF COMPLETE SYSTEM INSTALLATION)
★ 864-489-8776 ★
Painter's Heating & Air, LLC is still in business as...
PRIORITY HEATING & AIR, LLC
"Your HVAC Problem is My Priority"
BONDED & INSURED • VETERAN REBATES
Sales Service Installation • Duct Cleaning • Indoor Air Quality (Phenomenal Aire)
ProCat Insulation • Priority SVC Club (maintenance contracts) • Financing Available

Welcome to our Community!
Begin the next chapter of your story in the caring hands of our family here at Viva Senior Living at Gaffney! Here, you will find a place where everyone feels like family and residents are encouraged to live a full vibrant life!
VIVA SENIOR LIVING AT GAFFNEY
101 Park Court • Gaffney, South Carolina
864-206-0006
www.vivaseniorliving.com/gaffney

Applying for a loan has never been easier.
Apply and manage your account online
www.1ffc.com
1st Franklin Financial
Serving Our Neighbors Since 1941
1621 W. Floyd Baker Blvd.
GAFFNEY
864-488-3727
All loans subject to our liberal credit policy and limitations, if any. 1st Franklin Financial Corporation, NMLS#141654, Georgia Residential Mortgage Licensee #5656.

DENTURES
$365 FROM...
SAME DAY SERVICE
INSURANCE & MEDICAID
Partials Starting At..... $355
Extractions $105
Panorex X-Rays $75
FREE ADJUSTMENTS • ALL WORK DONE ON PREMISES • REPAIRS & RELINES WHILE YOU WAIT
OUR GUARANTEES MAKE THE BEST IMPRESSION!
Palmetto Denture Care
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Reach up to 1.5 million readers using our small space ad network!
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Contact Randall Savely
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Statewide and regional options available

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PUBLIC NOTICE

Common Pleas for Cherokee County, South Carolina, praying for the closing of the following described area: ALL that certain strip, piece, or parcel of land lying and being situate in Cherokee County, State of South Carolina, being the abandoned road bed of Marrison Road (R/W unknown), as shown and delineated on that certain plat of survey entitled "CLOSING SURVEY FOR BETTY H. MARTIN" prepared by Huskey & Huskey, Inc., Professional Land Surveyors, dated October 25, 2016, revised September 13, 2019, said plat showing the property located near Cowpens National Park at or near 797 Old Metal Road, and being more particularly described according to said plat as follows:
The abandoned road bed of Marrison Road having a computed centerline length of One Thousand Five Hundred Seventeen and 05/100 (1,517.05) feet, more or less, running generally from its intersection with Old Metal Road (24' R/W paved) in a southeasterly to easterly to southeasterly direction to its terminus as shown on the referenced plat (with computed points in the center of the abandoned road bed unless otherwise noted), and being the land comprising and lying within the limits of the old abandoned road bed as physically existing and as shown, computed, and delineated on the above-referenced plat (the exact former right-of-way width being unknown).
The Petition which the undersigned intends to file shall request that the Court of Common Pleas issue an appropriate Order providing for the closure of the above-named described right-of-way as a public right-of-way, and to make further provision that this portion of the right of way be deeded into the name of Betty L. H. Martin, and no longer shall the County of Cherokee be responsible for their maintenance.
DATED this ____ day of July, 2026.

The Law Office of
Stephen C. Wofford, LLC
By:s/ Stephen C. Wofford
Attorney for Plaintiff
110 E. Church Street
Post Office Box 1199
Cowpens SC 29330
Telephone: 864-461-8059
Email: stephen@woffordlaw.com
South Carolina Bar No.: 78348
Published: July 24, 31 and August 7, 2026

PUBLIC NOTICE

SUMMONS
STATE OF SOUTH CAROLINA
IN THE COURT OF
COMMON PLEAS
COUNTY OF CHEROKEE
Case No. 2026CP1100373
Founders Federal Credit Union,
Plaintiff,
vs.
Shirmel Smith a/k/a Shirmel K. Smith,
Defendant.
TO THE DEFENDANT ABOVE-NAMED:
YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the person whose name is subscribed below at 737 Plantation Road, Lancaster, South Carolina 29720, within thirty (30) days after the service hereof, exclusive of the day of such service. The Summons and Complaint in this action were filed on May 8, 2026 in the Office of the Clerk of Court for Cherokee County. If you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for a judgment by default to be rendered against you for the relief demanded in the Complaint.
Philip E. Wright
Michael G. Lindsay
Founders Federal Credit Union
737 Plantation Road
Lancaster, SC 29720

GET YOUR COMPUTER FIXED AT HOME
Avoid the hassle of loading up your computer and dragging it in to the shop for repair.
HAVE IT FIXED AT HOME
•FLEXIBLE HOURS TO WORK WITH YOUR SCHEDULE.
•QUICK RESPONSE AND REASONABLE PRICES
CALL **864-838-0455** OR **864-838-1550**

SOUTH CAROLINA GAMECOCK SEASON FOOTBALL TICKETS
7 home games, 2 tickets. Lower level Section 9, Row 50, Seats 20 & 21, $1345.
Call 864-491-0840

SENIOR CITIZENS
Christopher Lynn Estates Apartments
Now taking Applications Rent based on income
*Persons 62 and older *Ground Level 1BR apt.
•Laundry Facility and •Appliances Included
269 Beltline Road, Gaffney, SC 29341
Office Hours: Mon.-Fri. 9:00-3:30
864-902-0480
EQUAL HOUSING OPPORTUNITY

PUBLIC NOTICE

The City of Gaffney Planning Commission will hold a public hearing Tuesday, August 11, 2026, at 5:30 pm in City Council Chambers, 201 N Limestone St, to solicit input for the following item:

Review and consider a request submitted by Sunny Poeng and Lang Heng to Re-Zone 100 Beltline Rd. (080-16-00-006.001) from General Residential (RG) to General Commercial (GC).

PUBLIC NOTICE

(803) 289-5390
ATTORNEYS FOR PLAINTIFF
Published: July 24, 31 & August 7, 2026

FOR RE

FOR RENT

1BR, 2BR 3BR apts. in Gaffney. $825 to $1175 mo. Near college, No pets, Deposit required. No texting please. 864-809-5900.

950 - 2BR 1.5BA spacious apartments in Gaffney. Safe, convenient location. No Pets. Text 864-490-7200

FOR RENT 4BR, 3 full baths, +2,000 sq. ft. Available September 1, 2026, email: oxlacey@yahoo.com

601 FLOYD Baker Blvd., Gaffney Super affordable and well located apartment in Gaffney! 2BR and 1BR units $795-895. Contact housesandthensome.com 864-395-6538 for more information

SMALL APARTMENT for rent. Furnished, very nice. Prefer Singles only. Blacksburg area. 803-984-4547

FOR RENT

2BR HOUSES for Rent, $450 mo. and up. Call 864-487-4822 9:00am to 5:00pm

FAIRFIELD APTS WELCOMES YOU ME!! LOCATED IN THE HEART GAFFNEY, Fairfield offers a great location convenient to schools & shopping. Stop by today to find out how little it cost to live in a nice, quiet community. Units designed for persons with disabilities and/or rental assistance subject to availability. Stop by Fairfield located at 100 Fairfield Dr. in Gaffney or call (864) 487-2119 for more info. Section 8 welcome. Equal Housing Opportunity. Professionally managed by Partnership Property Management, an equal opportunity provider and employer. Apply TODAY

WHITE OAK APTS. in Gaffney offers spacious 1 & 2 BR units at an AFFORDABLE PRICE!! Great location, quiet community, convenient to shopping and schools. Units designed for persons with disabilities and/or rental assistance subject to availability. Credit and background check required. Call Mia at (864) 487-5724. Section 8 welcome. Equal Housing Opportunity. Professionally managed by Partnership Property Management, an equal opportunity provider and employer. Apply TODAY

MOBILE HOMES FOR RENT

COWPENS: 3BR 2BA, $700 deposit, $170/wk., no Pets, background check required. 864-612-8295

SERVICES

RAY'S SEPTIC tank pumping. Starts at $300. 864-489-5677

DUVALL'S HEATING AIR: EPA certified. Service Call Only $50. Quality Work. Good Prices. Located in Gaffney. Dillon Duvall, 864-429-6455

REPAIR 1 Home Improvement and repairs.
"One Call Does It All"
864-489-9856

TIM'S TREE Service: Clear trees, trim limbs, stump grinding. Senior discounts, safe, reliable, insured and free estimates. 864-492-7118

ALL YOUR remodeling needs: Kitchens, Bathrooms, Floors, Windows, Porches & Decks. Also painting. Free Estimates. 864-871-4088

BUSINESS FOR SALE

BUSINESS FOR SALE - $100K
For sale only Carolina Lawn Equipment Inc. Price is negotiable with terms and conditions (no owner financing). Building is rented. We are Bobcat, Husqvarna, Red Max, and Worldlawn dealer. We will discuss interested buyer only. See us at 2233 Union Hwy, Gaffney, SC

MISCELLANEOUS FOR SALE

SOUTH CAROLINA Gamecock Season Football Tickets, 7 home games, 2 tickets. Lower level Section 9, Row 50, Seats 20 & 21, $1345. Call 864-491-0840

YARD SALES

241 TEAGUE Rd. 9:00 until. Moving sale, everything must go. Furniture, appliances, kids clothes, household toys and much more

TRY OUR $10.00 SPECIAL
"YOU'LL LIKE IT"
864-489-1131

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sports

It's here! R U ready for some football?

By LARRY HILLIARD
Ledger Sports Editor
larry@gaffneyledger.com



The Gaffney Indians will participate in their own version of Midnight Madness when they open fall practice at 12:01 a.m. Thursday morning.

High school football starts early this season.

Real early.

Especially for the Gaffney Indians, who will begin practice at 12:01 a.m. Thursday, July 30.

The Indians will meet at 11 p.m. for a one-hour lifting session before taking the field just after midnight for the start of fall practice.

Gaffney coach Donnie Littlejohn said the players came up with the idea for their version of Midnight Madness.

"They are excited about it," Littlejohn said.

The Indians will practice for an hour with shorts, T-shirts and helmets.

The Indians will wear shoulder pads beginning on the third practice.

"The players have worked hard since January and we are stronger and faster," the coach said.

The Indians will host Hillcrest for their first scrimmage on Thursday, Aug. 6 at 6 p.m.

The jayvees will scrimmage York here on Friday, Aug. 7.

The Indians will return to the field, Monday, Aug. 10 to play Northwestern in the McDonald's Çlassic before playing in another jamboree on Friday, Aug. 14 at York High against Clover in the Billy Rose Jamboree. The jayvees and ninth grade will participate in a jamboree at Northwestern on Thursday, Aug. 13.

Gaffney football season ticket sales start July 27

Athletic director Malcolm Long provided a quick clarification regarding the pricing for the 2026 Gaffney High School Football Season Tickets.

The $8 price is per ticket, per game. With five (5) home games on this year's schedule, the total cost of a season ticket is calculated by multiplying the number of seats by the five home games.

Examples:

• 1 Season Ticket (1 seat): $8 × 5 home games = $40

• 5 Season Tickets (5 seats): $40 × 5 seats = $200

We wanted to make sure everyone had a clear understanding of the pricing before season ticket sales began.

Thank you for your continued support of Gaffney High School Athletics and our football program. We look forward to seeing you at The Reservation this fall!

Football Preview Special Section coming in August

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Naomi B Preble
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The Notice Company Inc
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Hingham MA 02043-2254

STATE OF SOUTH CAROLINA, COUNTY OF SPARTANBURG

The Herald-Journal, a newspaper printed and published in the city of Spartanburg, and of general circulation in the County of Spartanburg, State of South Carolina, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated:

07/15/2026, 07/19/2026, 07/31/2026

and that the fees charged are legal.
Sworn to and subscribed before on 07/31/2026

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

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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 31, 2026.**

What are your Other Options?

If you don't want to be legally bound by the settlement, you must exclude yourself by August 31, 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 31, 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 admin@MaryBlackClassAction.com.

SC-44340058

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All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Spartanburg Herald Journal reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The Spartanburg Herald Journal shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

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Get DISH Satellite TV + Internet! Free Install, Free HD-DVR Upgrade, 80,000 On-Demand Movies, Plus Limited Time Up To $600 In Gift Cards. Call Today! 1-877-542-0759

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PUBLIC NOTICES

Public Notices

Notice of Self Storage Sale Please take notice Spartanburg Climate Storage Center located at 846 W O. Ezell Blvd. Spartanburg SC 29301 intends to hold an Auction of storage units in default of payment. The sale will occur as an online auction via www.lockerfox.com on 7/23/2026 at 11:30 AM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Kayvon Harris; Shantequa Gist; Lilllian Schenck; Anthony Warden; Jacqueline Brooks; Kyle Nunn. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.
July 8, 15 2026
LGSC0545944

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
Case No. 2026CP4200525
Founders Federal Credit Union,
Plaintiff,
vs.
Ashley Nicole Iamunno and Victor Joseph Iamunno,
Defendants.
SUMMONS
TO THE DEFENDANTS ABOVE-NAMED:
YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the person whose name is subscribed below at 737 Plantation Road, Lancaster, South Carolina 29720, within thirty (30) days after the service hereof, exclusive of the day of such service. The Summons and Complaint in this action were filed on February 3, 2026 in the Office of the Clerk of Court for Spartanburg County. If you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for a judgment by default to be rendered against you for the relief demanded in the Complaint.
Philip E. Wright
Michael G. Lindsay
Founders Federal Credit Union
737 Plantation Road
Lancaster, SC 29720
(803) 289-5390
ATTORNEYS FOR PLAINTIFF
July 1, 8, 15 2026
LGSC0547061

Public Sale

Notice of Public Sale.
Due to owners lien, HWY 221 Storage, 2240 Chesnee, Spartanburg SC 29303, will sell contents of: Jackie Hillary, Unit 1230, Misc. items. Danielle Lechristopher, Unit 5004, Misc. items. Sale on or after 7/30/2026, at 10:00AM, on www.storageauctions.com. Terms: Payment is due on the day of pickup, ID required
July 15, 22 2026
LGSC0552768

Summons

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE PROBATE COURT
CASE NO. 2021-ES-42-01964-2

SUMMONS AND NOTICE OF HEARING

IN THE MATTER OF:
CHARLES MITCHELL COLE, SR. (DECEDENT)
RICHARD E. CONNER, JR. as Conservator for Sherrie Lynn Cole (An incapacitated individual), Petitioner
v.
STEVEN JOHNSON, KABOEY JOHNSON, ESTATE OF CHARLES M. COLE, JR., AND JOHN DOE OR JANE ROE representing any unknown heirs; and also any persons who may be in the military service of the United States, being a class designated as John Does; and any unknown minors or persons under a disability being a class designated as Jane Roe,
Respondents.

TO: RESPONDENTS ABOVE-NAMED

YOU ARE HEREBY SUMMONED and required to answer the Petition for Formal Appointment in this action, the original of which was filed with the Spartanburg County Probate Court on the 23rd day of March 2026, a copy of which will be delivered to you upon request. You are further hereby summoned and required to serve a copy of your answer to the Petition upon the attorney, Richard E. Conner, Jr., within 30 days following the date of service upon you, exclusive of the day of such service; and if you fail to answer the Petition within the time stated, the Petitioner will apply for judgment by default against the Respondent(s) for relief demanded in the Petition.

PLEASE TAKE NOTICE that a hearing on this matter will be held on September 9, 2026, at 10:00 a.m., or as soon thereafter as counsel can be heard, at the Spartanburg County Probate Court. This hearing will be held via WebEx therefore please contact the Court to provide a phone number and email address if you wish to attend.

Richard E. Conner, Jr., Esq.
906 W. Carolina Avenue
Hartsville, SC 29550
Phone: (843) 332-1678
Fax: (843) 332-1904
#12479651 7/15, 7/22, 7/29/2026

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Homes

Public Notices

LEGAL NOTICE

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SC-44340058

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Engineering / IT

Electrical and Mechanical Engineering Technician, Rieter America, LLC, Spartanburg, SC.
Instll new Rieter fiber spinng & fiber prep equip @ assgnd cust sites in roving fld serv capcty. Perf fld serv at unanticipated cust sites throughout assgnd region. Telecom w/in 60 mile radius of WS. Wrk M-F 8a-5p & OT as req. Reqs Assoc in ME, TE / rel / equiv. Reqs 5 yrs exp in textile spinng ind incl 5 yrs: instl lrg ind mach; readng ind elctrcl diagrms; use CAD SW; 3 yrs leadng teams; 1 yr usng European metrc sys & norm. Hires must sbmt to drg chck. Reqs spoken & writtn fluncy in Span. Reqs 10% intl trav. Send res to: kim.fowler@rieter.com& ref #116409.

Pacific Industrial Development Corporation
in Spartanburg, SC seeks FT Manufacturing Engineer to engineer & refine processes to improve mfg safety, quality, & productivity at plant. U.S.B.S. (or for equiv) in Mech Engg, Ind Engg, Mfg Engg, or rel engg fld + 3 month undergrad internship in assembly line prod & 1 yr of exp req'd. Apply to careers@trans-techinc.com or mail to PIDC, ATTN: A. Evans 5520 Adamstown Road, Adamstown, MD 21710.

ZF Chassis Systems Duncan, LLC
has openings (mltpl) in Duncan, SC for Prdct Mngr rspnsbl 2: Ovrsee sales actvts 4 Nrth Amrca, fcsng on a spcfc OEM Autmtve Cstmr. Req a bach. deg. in in Indstrl Engnrng, Bsnss, or a clsly rltd fld + 2 yrs of exprnce in the Nrth Amrcn autmtv drvlne tchnlgy mrkt 4 hgh-vlme prdctn assmbls & cstmr prgrms w/OEM. Must have Six Sgma Grn Blt Crtfctn. Pstn reqs. up to 30% intrntnl & dmstc trvl 4 cstmr & mnfctrng site vsts, sales mtngs, and other. Send resume to – casey.skoglund@zffcn.com reference ID No. ZF-747 in email.

Professional

Milliken & Company currently has an opening for Senior Accounts Manager, Plastics Additives
at our Spartanburg, SC office. Responsibilities include developing proprietary products for customer needs, which involves lab work, sample prep, development and improvement of product additives and uses in polyolefins and PET, developing specific customer product solutions. Bachelor's degree in chemical engineering plus 3 years of experience as a field service engineer required. Please send resume to HR Manager, 920 Milliken Road, Spartanburg, SC 29303 or email parker.sherrill@milliken.com. Travel to customer locations throughout US, Mexico, and Brazil required 20-30%. Reference SAM-CDL1. No phone calls please.

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PUBLIC NOTICES

Govt Public Notices

PUBLIC NOTICE

The Spartanburg County Planning Commission will meet on Tuesday, August 4, 2026, in the County Council Chambers at 366 North Church Street at 4:30 p.m. A public hearing will be held regarding the following requests for a variance from the requirements of the Subdivision Regulations:

A. Benson Automotive Properties LLC. – 304 E Blackstock Road, Spartanburg SC 29301
Tax Map Number:
6-21-13-010.00
Variance request to reduce the minimum lot frontage for a proposed lot to be subdivided from 304 E Blackstock Road as required in Section 7.30(a) of the Subdivision Regulations.

For further information, please call the Spartanburg County Planning and Development Department at 864-596-3466.

July 19, 2026 12487073

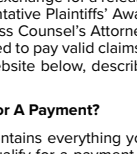
Public Notices

In Search of family Ricky Davis. If you are family or know of family, please contact Investigator M. Lewis 864-494-2573
#12490364 7/19, 7/20, 7/21/2026

In Search of family Ricky Davis. If you are family or know of family, please contact Investigator M. Lewis 864-494-2573
#12490789 7/19, 7/20, 7/21/2026

PUBLIC NOTICE FROM THE LAW OFFICE OF RONALD H. COLVIN

Ronald H. Colvin will be retiring and closing his law office permanently as of August 31, 2026. Anyone who had a Last Will and Testament prepared by Mr. Colvin and left the original Will with Mr. Colvin for safe keeping, please contact his office at 864-587-6711 between the hours of 8:30 a.m. and 4:30 p.m. Monday through Thursday to make arrangments to pick up your original Will.
July 5, 12, 19, 26, August 2 2026
LGSC0549328



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Public Notices

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SC-44340058

Public Notices

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
C/A NO: 2026CP4202973
SUMMONS AND NOTICES
(Non-Jury)
FORECLOSURE OF REAL ESTATE MORTGAGE

ROCKET MORTGAGE, LLC, Plaintiff,
v.
ANY HEIRS-AT-LAW, OR DEVISEES OF CHESTER L. LEWIS, DECEASED, THEIR HEIRS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSOR AND ASSIGNS, AND ALL OTHER PERSON ENTITLED TO CLAIM THROUGH THEM; ALL UNKNOWN PERSONS WITH ANY RIGHT, TITLE OR INTEREST IN THE REAL ESTATE DESCRIBED HEREIN; ALSO ANY PERSONS WHO MAY BE IN THE MILITARY SERVICE OF THE UNITED STATES OF AMERICA, BEING A CLASS DESIGNATED AS JOHN DOE; AND ANY UNKNOWN MINORS OR PERSON UNDER A DISABILITY BEING A CLASS DESIGNATED AS RICHARD ROE; ANY HEIRS-AT-LAW, OR DEVISEES OF RHONDA L. LEWIS, DECEASED, THEIR HEIRS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSOR AND ASSIGNS, AND ALL OTHER PERSON ENTITLED TO CLAIM THROUGH THEM; ALL UNKNOWN PERSONS WITH ANY RIGHT, TITLE OR INTEREST IN THE REAL ESTATE DESCRIBED HEREIN; ALSO ANY PERSONS WHO MAY BE IN THE MILITARY SERVICE OF THE UNITED STATES OF AMERICA, BEING A CLASS DESIGNATED AS JOHN DOE; AND ANY UNKNOWN MINORS OR PERSON UNDER A DISABILITY BEING A CLASS DESIGNATED AS RICHARD ROE; GOODLEAP, LLC, Defendant(s).
TO THE DEFENDANT(S) ABOVE NAMED:
YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this foreclosure action on property located at 170 TIARA RIDGE LANE DUNCAN, SC 29334 being designated in the County tax records as TMS# 5-15-05-050.00, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 13010 Morris Road, Suite 450, Alpharetta, GA 30004, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the relief demanded in the Complaint.
TO MINOR(S) OVER FOURTEEN YEARS OF AGE AND/OR MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:
YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian Ad Litem to represent said minor(s) within sixty (60) days after the service of this Summons upon you. If you fail to do so, application for such appointment will be made by Attorney for Plaintiff.
YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order for Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure.
YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. §29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall by payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge or this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.

NOTICE OF FILING COMPLAINT
TO THE DEFENDANTS ABOVE NAMED:
YOU WILL PLEASE TAKE NOTICE that the Complaint, Cover Sheet for Civil Actions and Certificate of Exemption from ADR in the above-entitled action was filed in the Office of the Clerk of Court for SPARTANBURG County on June 10, 2026.

ORDER APPOINTING GUARDIAN AD LITEM
It appearing to the satisfaction of the Court, upon reading the filed Petition for Appointment of Kelley Woody as Guardian ad Litem for unknown minors, and persons who may be under a disability, and it appearing that Kelley Woody has consented to said appointment.
FURTHER upon reading the filed Petition for Appointment of Kelley Woody, Esquire as Attorney for any unknown defendants who may be in the Military Service of the United States of America, and may be, as such, entitled to the benefits of the Servicemember's Civil Relief Act, and any amendments thereto, and it appearing that Kelley Woody, Esquire has consented to act for and represents said Defendants, it is
ORDERED that Kelley Woody, Esquire, P.O. Box 6432, Columbia, SC 29260 phone (803) 787-9678, be and hereby is appointed Guardian ad Litem on behalf of all unknown minors and all unknown persons who may be under a disability, all of whom may have or claim to have some interest or claim to the real property commonly known as 170 TIARA RIDGE LANE DUNCAN, SC 29334; that she is empowered and directed to appear on behalf of and represent said Defendant, unless said Defendants, or someone on their behalf, shall within thirty (30) days after service of a copy hereof as directed, procure the appointment of Guardian or Guardians ad Litem for said Defendants.
AND IT IS FURTHER ORDERED that Kelley Woody, Esquire, P.O. Box 6432, Columbia, SC 29260 phone (803) 787-9678, be and hereby is appointed Attorney for any unknown Defendants who are, or may be, in the Military Service of the United States of America and as such are entitled to the benefits of the Servicemember's Civil Relief Act aka Soldiers' and Sailors'' Civil Relief Act of 1940, and any amendments thereto, to represent and protect the interest of said Defendants.
AND IT IS FURTHER ORDERED
That a copy of this Order shall be forth with served upon said Defendants by publication in Spartanburg Herald-Journal, a newspaper of general circulation published in the County of SPARTANBURG, State of South Carolina, once a week for three (3) consecutive weeks, together with the Summons and Notice of Filing of Complaint in the above entitled action.

Robertson, Anschutz, Schneid, Crane & Partners, PLLC
13010 Morris Road, Suite 450
Alpharetta, GA 30004
Phone 470-321-7112 | Fax 404-393-1425
Attorneys for Plaintiff

July 19, 26, August 2, 2026 12485496



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Foreclosure / Sheriff Sales

Foreclosure / Sheriff Sales

2026CP2302652 STATE OF SC Greenville COUNTY COURT OF COMMON PLEAS Greenville Federal Credit Union v. Anthony Griggs TO THE DEFENDANTS ABOVE NAMED: You are hereby summoned and notified that an action has been filed against you in the Greenville County, SC court in action number 2026CP2302652. You have thirty (30) days from the last date of publication of this notice to answer the complaint. You must also serve a copy of your answer upon the Plaintiff or the Plaintiff's attorney at the address shown below. If you fail to answer the Complaint, judgment by default could be rendered against you for the relief requested in the Complaint. Samuel Lindsay Carrington, Esq. 408 East North Street Greenville, SC 29601 864-272-0556 8092
July 17, 24, 31 2026
LGSC0552223



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Public Notices

Public Notices

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ELECTRONICALLY FILED - 2026 Oct 29 10:43 AM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4200219
ELECTRONICALLY FILED - 2026 Oct 29 4:40 PM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4200219

GoUpstate

Originally published at goupstate.com on 07/15/2026

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ELECTRONICALLY FILED - 2026 Oct 29 4:40 PM - SPARTANBURG - COMMON PLEAS - CASE#2017CP4200219

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 31, 2026.**

What are your Other Options?

If you don't want to be legally bound by the settlement, you must exclude yourself by August 31, 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 31, 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 admin@MaryBlackClassAction.com.

SC-44340058

GoUpstate

Originally published at goupstate.com on 07/31/2026

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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 admin@MaryBlackClassAction.com.

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT F

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Legal Notice

▶ Click to Listen

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.

This notice is authorized by the Seventh Judicial Circuit Court of Common Pleas, Spartanburg County, South Carolina. 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 31, 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 pro rata Settlement payment. Click here for further information about submitting a Claim Form.

Object By August 31, 2026

- You can file an objection with the Court explaining why you disagree with the Settlement. Click here for further information about filing Objections to the Settlement.

Exclude Yourself By August 31, 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. Click here for further information about Requesting Exclusion (Opting Out).

Attend The Fairness Hearing On October 27, 2026

- Ask to speak in Court about the Settlement. Click here for further information about the Fairness Hearing.

Do Nothing

- Get no payment and give up any rights you may have against the Defendants.

Please read the **Notice of Proposed Settlement** for more detailed information.

Important Dates & Documents

August 31, 2026: Deadline to Take Action
> Submit a Claim
> Object to the Settlement
> Opt Out of the Settlement

October 17, 2026:
Deadline to Request Permission to Speak at Fairness Hearing

October 27, 2026:
Fairness Hearing

Read the Notice of Proposed Settlement

This website is established pursuant to an order of the Court and is controlled by The Notice Company, Inc., which was retained to administer the notice process.

This notice is given in furtherance of an Order of the Court of Common Pleas, Seventh Judicial Circuit, County of Spartanburg, State of South Carolina, in the case entitled ***Jo Ann Blackwell, at al 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.

Privacy Policy

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Case Documents

▶ Click to Listen

You may download the Notice of Proposed Settlement and other case documents here.

- Notice of Proposed Settlement
- Claim Form
- Settlement Agreement

Additional Case Documents:

- Order Granting Joint Motion to Amend the Order Certifying the Class and Preliminarily Approving the Class Action Settlement Agreement (June 15, 2026)
- HIPAA Qualified Protective Order Authorizing Disclosure of Limited Protected Health Information for Settlement Administration (April 22, 2026)
- Order Certifying Class (November 1, 2022)
- Answers to Amended Complaint (May 2, 2022)
  - Defendant Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital
  - CHSPSC, LLC
  - Professional Account Services, Inc.
- Amended Summons and Complaint (April 24, 2020)

These are PDF documents.

Adobe Acrobat Reader can be used to view PDF documents, which you may download for free by clicking here.

Important Dates & Documents

August 31, 2026: Deadline to Take Action
> Submit a Claim
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October 17, 2026: Deadline to Request Permission to Speak at Fairness Hearing

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT G

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AFFIDAVIT OF AUTHORITY TO ACT ON BEHALF OF ESTATE

Submitted in Support of a Claim in the case of ***Blackwell v. Mary Black Health System, LLC***
Court of Common Pleas, Seventh Judicial Circuit, South Carolina (No. 2017-CP-42-00219)

I, _____ ("Affiant"), being first duly sworn, depose and state as follows:

1. **Identity of Affiant**. My full name is _____. I am over eighteen (18) years of age, competent to make this Affidavit, and have personal knowledge of the matters stated herein. My contact information is:

   Mailing Address: _____

   _____

   Email Address: _____

   Phone Number: _____

2. **Decedent**. _____ ("Decedent") died on or about _____, 20_____, while residing in _____ County, State of _____. The estate of the Decedent is referred to as the "Estate".

   [ ] Copy of Death Certificate Attached (Required)

3. **Authority**. I am the duly authorized representative of the Estate in the capacity of:

   ☐ Personal Representative / Executor
   ☐ Administrator
   ☐ Surviving Spouse
   ☐ Other authorized fiduciary or representative: _____

   A true and correct copy of the applicable document(s) establishing my relationship or authority is attached as Exhibit A, if available or required.

4. **Continuing Authority**. My authority to act for the Estate is presently valid and has not been revoked, suspended, terminated, or superseded. To the best of my knowledge, no other person has been appointed with superior or exclusive authority to act for the Estate concerning the claim described below.

5. **Settlement Claim**. The Decedent and/or the Estate may be eligible to assert a claim in the class action settlement of the case referenced above ("Settlement"). I am authorized to prepare, execute, submit, supplement, amend, and otherwise prosecute a claim or claim-related documentation on behalf of the Estate in connection with the Settlement.

6. **Authority to Receive Payment**. I am further authorized, in my fiduciary capacity on behalf of the Estate, to receive, endorse, deposit, negotiate, and otherwise administer any

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settlement payment, check, electronic payment, or other proceeds issued in connection with the Estate's claim. Any such proceeds shall be treated as assets of the Estate in accordance with applicable law, the Decedent's estate plan if any, and any applicable Probate Court orders.

7. **Request to Claims Administrator**. This Affidavit is made for the purpose of inducing the Claims Administrator to recognize my authority to submit and pursue the Estate's claim and to direct any approved payment to me in my representative capacity for the Estate.

8. **Payment Instructions**. If the Estate's claim is approved, I request that any check, payment notice, tax form, or other settlement correspondence be sent to me at my mailing address written above, and made payable as follows:

   Payee/Recipient Name: _____

9. **Accuracy and Notice of Changes**. The statements in this Affidavit are true and correct to the best of my knowledge and belief. I agree to promptly notify the Claims Administrator in writing if my authority changes, expires, is challenged, or is revoked, or if another person is appointed to act for the Estate.

10. **Reliance**. I understand that the Claims Administrator may rely upon this Affidavit and the attached supporting documentation in evaluating the Estate's authority and claim. I understand that this Affidavit does not require the Claims Administrator to approve the claim or issue payment if the claim does not otherwise satisfy the terms and conditions of the Settlement.

Further Affiant sayeth not.

_____ _____
Affiant Signature Date

STATE OF SOUTH CAROLINA)
) ss.
COUNTY OF _____)

Sworn to and subscribed before me by _____ on this _____ day of _____, 2026.

_____
Notary Public for South Carolina

Printed Name of Notary: _____

My Commission Expires: _____ [Notarial Seal]

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DECLARATION OF JOSEPH M. FISHER

EXHIBIT H

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Clerk of the Court, Spartanburg SC

Court of Common Pleas

180 Magnolia St FL 2 Ste 2100

Spartanburg SC 29306

Cc: Mary Black Appeals

c/o The Notice Company

P. O. Box

Hingham , MA 02043

Mary Black Health System Settlement

My name is [redacted]. I received your letter telling me I forgot to send my proof documentation. Well, I'm [redacted] and don't see well. Here is what my daughter found for me. I hope it's what you are asking for.

- I received any type of health care treatment from Mary Black Memorial Hospital in Spartanburg or Mary Black Health System-Gaffney in South Carolina at any time from Jan. 1, 2014.

  I had valid health insurance at the time of treatment, including commercial insurance, Medicare or Medicaid.

- I had a medical bill from that treatment that the entities did not submit to their health insurance provider for payment. SEE ATTACHED BILL
- I paid the hospital directly; $590.090

Mary Black Health System
2017-CP-42-00219

Thank you kindly,

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Mary Black Class Settlement
c/o The Notice Company, Inc.
PO Box 455
Hingham, MA 02043

October 2, 2026

[redacted]

Blackwell et al v. Mary Black Health System, LLC et al
Claim Denied

Claim ID: TNC-100117
Dear [redacted]

We reviewed your Claim Form and have determined that you are not entitled to any payment in connection with the Mary Black Health System Settlement.

The Claim Form you submitted confirms that you agree with the Class Member Loss ("Loss") pre-printed on the Form as "***Unknown***". In order to qualify for a Settlement payment you were required to: (1) write the amount of your claimed Loss and (2) provide supporting documentation. You provided neither of these things.

Accordingly, based on the Defendants' records and the lack of any documentation to support your claim, we have determined that you do not qualify for an award from this Settlement. **Your claim is denied**.

If you disagree with our determination and want the Court to resolve this dispute, you must submit a written appeal to the Court within 21 days of this letter. The mailing address of the Court is:

Clerk of the Court
Spartanburg County, South Carolina
Court of Common Pleas
180 Magnolia St, FL 2 Ste 2100
Spartanburg, SC 29306

When you send your written appeal to the Court, you should also send a copy to the Claims Administrator at the following address:

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

If you submit a written appeal to the Court, please be sure to reference the Case Name and Number: ***Blackwell v. Mary Black Health System*, No. 2017-CP-42-00219**. You should also include your Claim ID which is listed at the beginning of this letter.

Thank you.

Claims Administrator
Mary Black Class Settlement

CHASE

July 23, 2014 through August 21, 2014
Account Number:

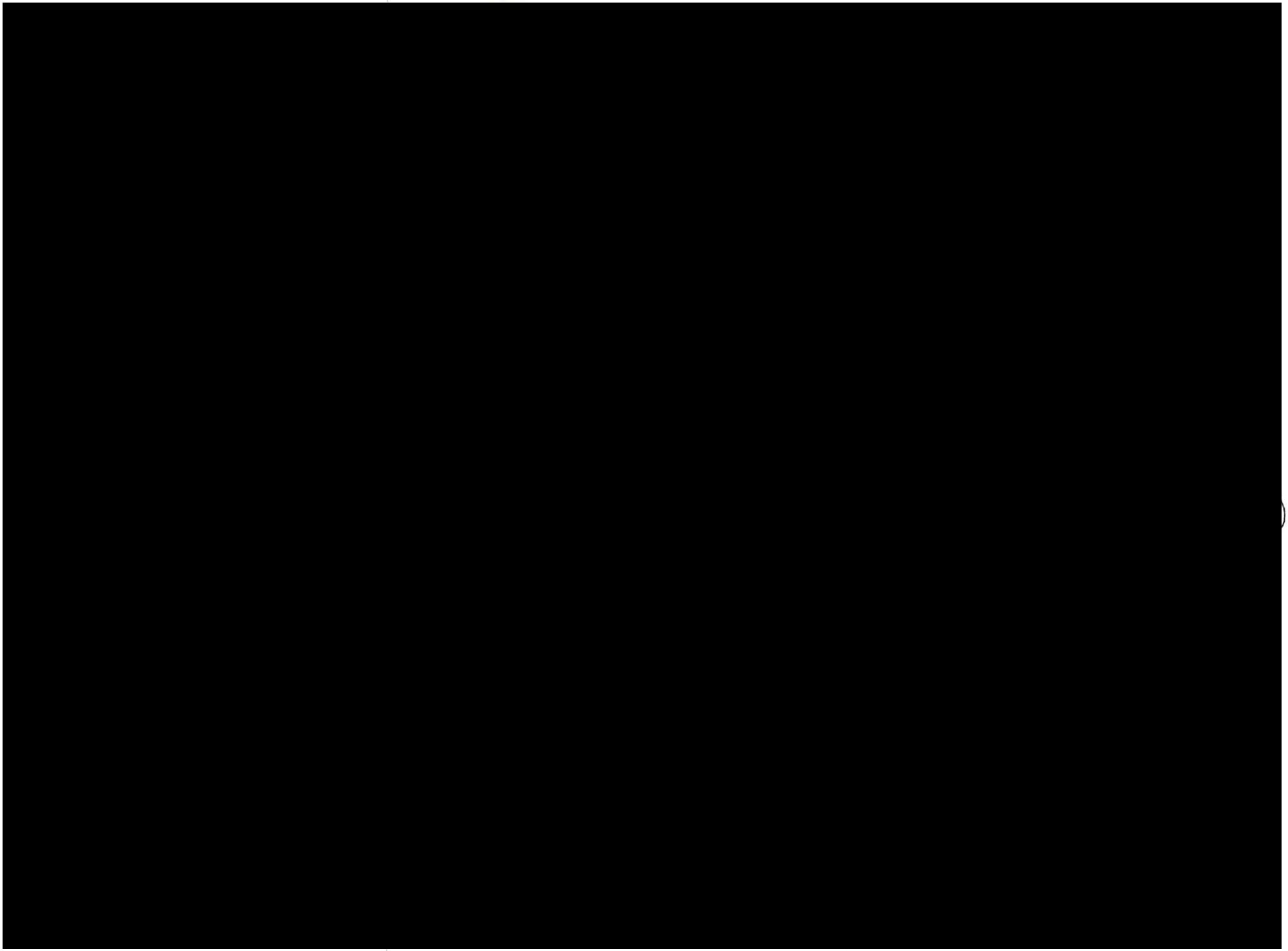
TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALA
[redacted]			
08/05	Check #3425 Medical Malpractice Ins	- 590.00	

Mikey Black Hos

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MARY BLACK CLASS ACTION CLAIM FORM

Settlement Class Member: *DOWNLOADED CLAIM FORM*; **PROVIDE INFORMATION BELOW.**
Class Member Address: *DOWNLOADED CLAIM FORM*; **PROVIDE INFORMATION BELOW.**

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 31, 2026.

SETTLEMENT CLASS MEMBER'S NAME: [redacted] (FIRST) (MI) (LAST)	IF FILING ON BEHALF OF A CLASS MEMBER, YOUR NAME: (FIRST) (MI) (LAST)
LIST ALL OTHER NAMES, INCLUDING MAIDEN NAME, USED BY THE CLAIMANT DURING THE PAST NINE YEARS:	
STREET ADDRESS [redacted]	APT. NO. [redacted]
CITY [redacted]	COUNTY [redacted] STATE [redacted] ZIP CODE [redacted]
DAYTIME PHONE NUMBER (	HOME PHONE NUMBER 831) Redacted
	SOCIAL SECURITY NUMBER (LAST 4-DIGITS): XXX-XX Redacted

CLASS MEMBER LOSS

The Claims Administrator has been informed that your Class Member Loss is $ - UNKNOWN. 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 31, 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.

(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 th[redacted]

Sign your name here: [redacted]

Type or print your name here: [redacted]

Date: 8/30/2026

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 AUGUST 31, 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

Website

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Spartanburg Common Pleas

Case Caption:	Jo Ann Blackwell , plaintiff, et al VS Mary Black Health System, Llc , defendant, et al
Case Number:	2017CP4200219
Type:	Exhibit/Filing of Exhibits

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132