

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA**

IN RE:  Jeremiah F. Jones Teri Denice Mayers  Debtors.	Case Nos. (respectively)  18-06304-dd, Chapter 7 14-00864-dd, Chapter 7
Jeremiah Jones and Teri Denice Mayers, individually and on behalf of all others similarly situated,  Plaintiffs,  vs.  Lexington Health Services District, Inc. d/b/a Lexington Medical Center,  Defendant.	Adv. Pro. No. 20-80002-dd

**FINAL APPROVAL ORDER**

This matter, having come before the Court on Plaintiffs’ Motion for Final Approval of the proposed class action settlement with Defendant Lexington Health Services District, Inc. d/b/a Lexington Medical Center (“LMC”), the Court having considered all papers filed and arguments made with respect to the settlement, and having provisionally certified a Settlement Class, and the Court, being fully advised finds that:

1. On April 5, 2022, the Court held a Final Approval Hearing, via public Zoom, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the settlement.

2. Certification for settlement purposes of the Settlement Class, as defined by the Settlement Agreement and the Preliminary Approval Order, is appropriate pursuant to Rule 23(a), and (b) of the Federal Rules of Civil Procedure.

3. Notice to the Settlement Class required by Fed. R. Civ. P. 23(e) has been provided in accordance with the Settlement Agreement and the Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies Fed. R. Civ. P. 23(e) and due process.

4. The Settlement Agreement was arrived at as a result of arms' length negotiations conducted in good faith by counsel for the Parties, and is supported by the Parties.

5. The settlement, as set forth in the Settlement Agreement, is fair, reasonable, and adequate to the members of the Settlement Class, in light of the complexity, expense, and duration of litigation, and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

6. The relief provided in the settlement constitutes fair value given in exchange for the release of claims.

7. No persons have excluded themselves from the Settlement Class in accordance with the provisions of the settlement and the Preliminary Approval Order.

8. The Parties and each Class Member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

9. It is in the best interests of the Parties and the Settlement Class Members and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any

Released Party, which in any way relates to the applicability or scope of the Settlement Agreement or the Final Approval Order, should be presented exclusively to this Court for resolution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

10. This action is a class action against LMC on behalf of a class of consumers that has been defined as follows: every person who declared bankruptcy within South Carolina whose discharged or stayed debt to Lexington Medical was collected by Lexington Medical through the Setoff Debt Collection Program or who made a payment to Lexington Medical on a discharged or stayed debt after receiving a Setoff Debt Collection Program notice in the tax years 2017, 2018 and 2019. The Settlement Class does not include Defendant's officers, directors, and employees; Defendant's attorneys; Plaintiff's attorneys; any Judge overseeing or considering the approval of the Settlement together with members of their immediate family and any judicial staff.

11. The Settlement Agreement submitted by the Parties for the Settlement Class is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the best interests of the Settlement Class. The Settlement Agreement shall therefore be deemed incorporated herein and the proposed settlement is finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

12. There were no objections to the settlement.

13. This action is hereby dismissed on the merits, with prejudice and without costs.

14. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

15. Each Settlement Class Member is permanently barred and enjoined from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims against the Released Parties.

16. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Settlement Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all members of the Settlement Class are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

17. Upon consideration of Class Counsel's application for fees and costs, the Court awards \$170,000 as reasonable attorneys' fees and reimbursement for reasonable out-of-pocket expenses, to be paid separately from the Class' Settlement Fund.

18. Upon consideration of the application for individual service awards, Named Plaintiff Jeremiah Jones and Named Plaintiff Teri Denice Mayers are each awarded the sum of

\$4,000 to be paid from the Settlement Fund, in consideration for the service they performed for and on behalf of the Settlement Class.

19. The Settlement Administrator is approved for reimbursement of \$10,886 in its out-of-pocket expenses in the administration of the Settlement, to be paid from the Settlement Fund.

20. The Parties' distribution plan of payments to the Settlement Class, in *pro rata* allocations of the Settlement Fund based on each Class Member's amount of debt paid in comparison to total debts paid by the Class, following the above approved deductions, is approved for implementation. Should funds remain after all distributions are made, and the check negotiation period provided for in the Settlement Agreement has passed, the Parties' chosen *cy pres*, United Way of the Midlands, is approved for receiving such balance.

21. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

It is so ORDERED.

**FILED BY THE COURT**  
**04/05/2022**



Entered: 04/05/2022

David R. Duncan  
US Bankruptcy Judge  
District of South Carolina