

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
1:24-cv-128-MOC-WCM**

SHARON MCREE,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
HCA HEALTHCARE, INC.	)	
CAREPARTNERS HHA, LLLP	)	
CAREPARTNERS REHAB HOSPITAL, LLC	)	
MH ANGEL MEDICAL CENTER, LLLP	)	
MH ASHEVILLE SPECIALTY HOSPITAL,	)	
LLC	)	
MH BLUE RIDGE MEDICAL CENTER, LLLP	)	
MISSION HEALTH COMMUNITY	)	
MULTISPECIALTY PROVIDERS, LLC	)	
MH ECKERD LIVING CENTER, LLLP	)	
MISSION HEALTH PARTNERS, LLC	)	
MH HIGHLANDS-CASHIERS MEDICAL	)	
CENTER, LLLP	)	
MH HOSPITAL MANAGER, LLC	)	
MH MISSION HOSPITAL MCDOWELL, LLLP	)	
MH MISSION HOSPITAL, LLLP	)	
MH MISSION IMAGING, LLLP	)	
MH PENNSYLVANIA REGIONAL HOSPITAL,	)	
LLLP,	)	
	)	
Defendants.	)	

ORDER

THIS MATTER is before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement (Doc. No. 81). Having considered Plaintiff's motion and reviewed the pleadings, the Court **GRANTS** Plaintiff's motion. The Court **ORDERS** as follows:

ORDER

1. **Definitions.** All terms used in this Order have the same meaning as in the

Settlement Agreement between the Parties (“the Agreement”) that was attached to the Named Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (Doc. No. 76-3).

2. **Final Certification of the Class.** The Court finds that the Rule 23 Class, as defined in the Agreement and below, meets the requirements of Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure. Accordingly, the Court grants final certification of the following Rule 23 Class:

All current and former hourly, non-exempt employees employed at one or more hospitals or facilities owned and operated by an affiliate or indirect subsidiary of HCA Healthcare, Inc. in North Carolina (the “Hospitals or Facilities”), from April 25, 2021, through July 27, 2025.

3. **Class Representative.** The Court grants final approval to the Named Plaintiff Sharon McRee to serve as Class Representative.

4. **Class/Collective Counsel.** The Court appoints as Class Counsel for the Rule 23 Class Joseph F. Scott, Ryan A. Winters, and Kevin M. McDermott II of the law firm Scott & Winters Law Firm, LLC; and Seth R. Lesser and Christopher M. Timmel of the law firm of Klafater Lesser LLP; and Matthew E. Lee, Jeremy R. Williams, and Katharine Batchelor of Lee Segui.

5. **Final Approval of the Agreement.** The Court has reviewed the Agreement and concludes it to be a fair, reasonable and adequate settlement of the asserted Class claims. Likewise, the method for determining the individual payments to the Class Members, as set forth in the Agreement, is finally approved as a fair, equitable, and reasonable allocation of the Gross Settlement Amount of \$1,563,000 (as defined in the Agreement). The Court also finds the releases set forth in Section III.F.1 of the Agreement, to be fair and reasonable. Accordingly, the Agreement is granted final approval.

6. **Notice to the Class.** The Court determines that the Notice was given as required

by the Preliminary Approval Order. The Court finds that the Class Notice was the best practical notice under the circumstances and provided all Rule 23 Class Members with fair and adequate notice of the terms of the settlement, the Fairness Hearing, and the opportunity to object to the settlement and/or exclude themselves from the settlement. The Court finds the Class Notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure.

7. **Attorneys' Fees and Litigation Expenses.** The Court approves Class Counsel's requested fees award of \$521,000 and expense award of \$15,064.83, for a total of \$536,064.83. The Court finds this fee and expense award is justified. The Court finds that the Attorneys' Fees and Expenses Payment requested in Named Plaintiffs' unopposed motion is reasonable and that Class Counsel shall be awarded the requested amount. The Settlement Administrator shall be awarded \$87,00.00 for its reasonable fees and expenses incurred in the administration of the settlement.

8. **Service Awards.** The Service Award to Named Plaintiff and Class Representative Sharon McRee in the amount of \$10,000, and Service Awards of \$3,500 to each of Opt-In Plaintiffs Primaldeep Stephens, David Stephens, and Raul Amaro, as set forth in the Agreement are approved for their substantial services for the benefit of the Settlement Class/Collective Members.

9. **Administering the Settlement of Claims.** The Parties shall administer the settlement as set forth in the Agreement.

10. **Release of Claims.** As of the date this judgment becomes final (meaning that the time for appeal has expired with no appeal taken, all appeals are resolved and none are left pending, or this judgment is affirmed in all material respects after completion of the appellate process), the Named Plaintiffs and Settlement Class Members, are forever barred from bringing or presenting

any action or proceeding against any Released Party that involves or asserts any of the applicable Released Claims (as those terms are defined in the Agreement).

11. **Exclusions to the Settlement.** The following class members have requested to be excluded from this Settlement and will participate in the Settlement or be bound by the Settlement: Carol Ann Kemp, Lucas Christian Crowe, Clarence Harrell III, Melanie Dawn Sharp, Olivia Bailrey Floyd, Travis Loedford, Jillian Biggs, Diedre Bird, Laura Reynolds, Keaton Clark, Tiffany Maria Lillard, Elizabeth Leeann Jones, Samone Atkins, Samuel P. Olsen, and Jennifer M. Schmidlin.

12. **Dismissal with Prejudice.** All claims in the Civil Action are **DISMISSED WITH PREJUDICE** and, except as provided herein, without costs against any Party.

13. **Dispute Resolution.** Without affecting the finality of this judgment, the Court reserves jurisdiction over the implementation, administration, and enforcement of this judgment and the Agreement and all matters ancillary to the same.

14. **Non-Admission.** This Order and the Agreement are not evidence of, or an admission or concession on the part of, the Released Parties with respect to any claim of any fault, liability, wrongdoing, or damages whatsoever.

15. **Order for Settlement Purposes.** The findings and rulings in this Order are made for the purposes of settlement only and may not be cited or otherwise used to support the certification of any contested class or subclass in any other action.

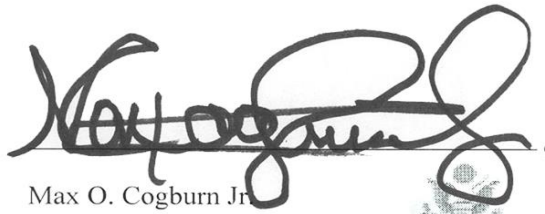
16. **Use of Agreement and Ancillary Terms.** Neither the Agreement nor any ancillary documents, actions, statements, or filings in furtherance of settlement (including matters associated with the mediation) will be admissible or offered into evidence in any action related or

similar to this one for the purposes of establishing, supporting or defending against any claims that were raised or could have been raised in this action or are similar to such claims.

17. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over this Action and all related matters, including preliminary approval of the Agreement, final approval of the agreement, and any post-judgment issues.

IT IS SO ORDERED.

Signed: May 13, 2026

A handwritten signature in black ink, appearing to read "Max O. Cogburn Jr.", written over a horizontal line.

Max O. Cogburn Jr.
United States District Judge