IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA

SHARON MCREE on behalf of herself and all others similarly situated, Plaintiff, v. CarePartners HHA, LLLP, CarePartners Rehab Hospital, LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC, Defendants.	Case No. 1:24-cv-00128-MOC-WCM

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Named Plaintiff Sharon McRee, together with Opt-in Plaintiffs David Stephens, Raul Amaro, and Primaldeep Stephens (together "Plaintiffs"), by and through their undersigned counsel, on behalf of themselves and all other similarly situated individuals, respectfully move for entry of an order: (1) granting Preliminary Approval of the Settlement; (2) certifying the proposed Settlement Class for settlement purposes under Federal Rule of Civil Procedure Rules

23(a) and 23(b)(3); (3) appointing Named Plaintiff as Class Representative; (4) approving the Notice Program set forth in the Settlement and the form and content of the Notices; (5) approving and ordering the opt-out and objection procedures set forth in the Settlement; (6) staying all deadlines in the Action pending Final Approval of the Settlement; (7) appointing as Class Counsel the law firms and attorneys identified herein; (8) appointing RG2 Claims Administration as the Settlement Claims Administrator, and (9) scheduling a Final Approval Hearing.

This Motion is based on the accompanying Memorandum of Law, and the Declarations of Plaintiffs' counsel attached thereto. The relief Plaintiffs seek is appropriate for the reasons discussed in the attached Memorandum of Law.

A proposed order is attached hereto as Exhibit A.

Dated: November 25, 2025

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CERTIFICATE OF SERVICE

I hereby certify that, on November 25, 2025, a true and accurate copy of the foregoing Notice of Motion was served via ECF upon the following counsel of record:

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/s/ Seth R. Lesser

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
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[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Named Plaintiff Sharon McRee's Unopposed Motion for Preliminary Approval of Class Action Settlement and the pertinent materials filed with that Motion. For good cause shown, as detailed below, the Motion is GRANTED. The Court ORDERS as follows:

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.

2. **Preliminary Certification of the Class for purposes of settlement only.** For the purposes of settlement only, the Court preliminarily finds that the proposed 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 certifies (for settlement purposes only) the following proposed 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 preliminarily grants approval to the Named Plaintiff Sharon McRee to serve as Class Representative.

4. **Class/Collective Counsel.** The Court preliminarily 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 Klafter Lesser LLP; and Matthew E. Lee, Jeremy R. Williams, and Katharine Batchelor of Lee Segui.

5. **Preliminary 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 preliminarily 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, preliminarily, to be fair and reasonable. Accordingly, the Agreement is preliminarily approved, subject to further consideration thereof at the Final Approval Hearing, as provided in Paragraph 11, below.

6. **Settlement Administrator.** RG2 Claims Administration LLC is approved as the Settlement Administrator of the settlement as set forth in the Agreement. No later than 21 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will

provide to the Settlement Administrator an electronic database containing each Class Member's Class Data, in accordance with Section E.2.a. of the Agreement.

7. **Notice to the Class.** The Notice to All Class Members of Proposed Class Action Settlement and Final Approval Hearing (the "Class Notice") attached as Exhibit A to the Agreement is approved. The Court orders that the Settlement Administrator send the Class Notice, in substantially the same form as set forth in Exhibit A to the Agreement, to the Class Members in accordance with Section E.2 of the Agreement.

8. **Exclusion from the Settlement**. Any member of the Class who does not wish to participate in the settlement may request exclusion by submitting a signed request for exclusion to the Settlement Administrator. To be effective, such request for exclusion it must be postmarked or received by the Settlement Administrator within thirty (30) after the Settlement Administrator mails Notice in accordance with Section E.3.c of the Agreement.

9. **Objections.** Any Class Members who wish to present objections to the proposed settlement at the Final Approval Hearing must do so first in writing. To be considered, must be submitted to the Settlement Administrator (with copies to the Parties' Counsel) and postmarked no later than 30 days after the Settlement Administrator mails the Notice. As per Section E.3.a of the Agreement, objections must set forth the factual and legal grounds for the objection. Class Members who make a timely objection shall be entitled, but are not required, to be heard at the final approval hearing (whether individually or through separate counsel) to object to the Settlement or any aspect thereof.

10. **Motion for Final Approval**. Named Plaintiff will file her unopposed motion for entry of an order granting final approval of the Settlement by [DATE TO BE DETERMINED BY DATE OF FINAL APPROVAL HEARING].

11. **Final Approval Hearing**. Under Rule 23(e) of the Federal Rules of Civil Procedure, a Final Approval Hearing will be held on [DATE] to consider final approval of the Agreement.[1] The date and time of the Final Approval Hearing shall be set forth in the Class Notice, but the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the Class Members other than that which may be posted by the Court on the docket for this Action.

12. **Motion for an award of (1) Attorneys' Fees and Expenses Payment to Plaintiffs' Counsel; (2) Service Payments; and (3) Notice and Administrative Costs to the Settlement Administrator.** Concurrently with Plaintiff's unopposed motion for final approval (to be filed on a date determined by the Court), Class Counsel shall file their motion for attorneys' fees, costs, service awards, and notice and administrative costs to the Settlement Administrator.

13. **Effect of the Agreement.** All members of the Class who do not timely and properly exclude themselves from the class will be bound conclusively by all of the terms of the Agreement, if finally approved, and by any judgment entered upon final approval.

14. **Voiding the Agreement.** Pursuant to the Agreement, if 5% or more of the members of the Class elect to be excluded, Defendants will have the right, in their sole discretion, to void this Agreement by filing with the Court a notice as set forth in the Agreement. If Defendants file a timely notice, then the Agreement becomes null and void and this action will resume as it existed immediately prior to the execution of the Agreement.

15. **Order for Settlement Purposes.** The findings and rulings in this Order are made

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[1] To ensure that the parties have time to administer the Agreement and comply with the notice provisions of the Class Action Fairness Act, the Final Approval Hearing shall be scheduled no less than 90 days following the date of this Order and at least 100 days from the date on which Named Plaintiff filed her motion for preliminary approval.

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 this action or any other action.

16. **Stay.** All proceedings in this action, other than such proceedings as may be necessary to carry out the terms and conditions of the Agreement, this Order, or as the Court otherwise determines are necessary, are stayed and suspended until further order of the Court.

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.

Max O. Cogburn
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA

SHARON MCREE on behalf of herself and all others similarly situated, Plaintiff, v. CarePartners HHA, LLLP, CarePartners Rehab Hospital, LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC Defendants.	Case No. 1:24-cv-00128-MOC-WCM

MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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INTRODUCTION

Plaintiff Sharon McRee respectfully submits this brief in support of Preliminary Approval of a proposed class action Settlement with Defendants CarePartners HHA, LLLP, CarePartners Rehab Hospital, LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC (collectively "Defendants"). This common fund settlement of $1,563,000 will provide substantial monetary relief to the Settlement Class for the alleged uncompensated wage claims being asserted in this lawsuit.

The Settlement, as set forth herein, easily satisfies all Fourth Circuit criteria for preliminary approval. Accordingly, Plaintiff respectfully requests this Court enter an Order: (1) granting Preliminary Approval of the Settlement; (2) certifying the proposed Settlement Class for settlement purposes under Federal Rule of Civil Procedure Rules 23(a) and 23(b)(3); (3) appointing Plaintiff as Class Representative; (4) approving the Notice Program set forth in the Settlement and the form and content of the Notices; (5) approving and ordering the opt-out and objection procedures set forth in the Settlement; (6) staying all deadlines in the Action pending Final Approval of the Settlement; (7) appointing as Class Counsel the law firms and attorneys identified herein; (8) appointing RG2 Claims Administration as the Settlement Claims Administrator, and (9) scheduling a Final Approval Hearing.[1]

FACTUAL BACKGROUND

I. The Litigation

On April 25, 2024 Plaintiff initiated this case, alleging that Defendants' employee timekeeping

[1] An executed copy of the Parties' proposed Settlement Agreement is attached hereto as Exhibit A.

system and time rounding/editing practices in place at the "Mission Health" facilities (1) are not neutral, facially or otherwise, and do not round in such a way as to pay employees for all hours worked, as required by both the Fair Labor Standards Act ("FLSA") and state law, and (2) includes an automatic meal break deduction that results in a failure to pay Plaintiff and similarly situated employees for all hours worked. Plaintiff filed a First Amended Complaint ("FAC"), and former Defendant HCA Healthcare, Inc. ("HCA") filed a motion to dismiss (ECF #30), contending that the FAC did not contain facts sufficient to establish the requisite employment relationship, which the Court denied (ECF #38). HCA filed its answer and the Parties then held a Rule 26 conference on September 19, 2024. Shortly after the conference, matters in the case were delayed by the devastation caused throughout western North Carolina by Hurricane Helene, and which particularly caused disruption to Defendant and its facilities (ECF #41).

Once litigation resumed, the Parties conferred on the parameters and scope of planned pre-notice discovery, held a case management conference, developed a case management plan, and served discovery requests. The discovery at this stage was focused on Plaintiffs' intention to move for notice under Section 16(b) of the FLSA, and included, among other things, requests for Defendant's payroll and time-keeping data, materials relevant to Defendant's meal-break and time-rounding policies and procedures, and personnel records. *See* Declaration of Seth R. Lesser ("Lesser Dec."), filed concurrently herewith, at ¶ 3. Plaintiff filed her motion for notice and conditional certification on June 2, 2025, supported by multiple declarations in support (ECF #54). HCA opposed on June 16, 2025, (ECF #55) and Plaintiff replied on July 7, 2025 (ECF #57).

Concurrently with preparing their respective briefs on notice, the Parties also began discussing whether mediation might be a feasible way to resolve the litigation. This was a natural time to explore the option, both to avoid potential full-blown discovery, and because the 216(b) briefing allowed the Parties to understand in depth the nature and scope of the claims in this case, the potential defenses, the evidence produced (and was likely to be produced), and the risks each side faced on the merits. Counsel for both sides possess substantial experience handling FLSA claims, including, specifically, rounding claims, and were able to assess the case's strengths and weaknesses in a knowledgeable manner. Lesser Dec. ¶ 4. Accordingly, the Parties agreed to mediation and retained the experienced and highly respected labor/wage and hour mediator Michael Russell to assist. *Id.* at ¶ 5. In preparation for mediation, the Parties engaged in discovery that included Defendant's production of a sample set of daily timekeeping and pay records for 250 employees covering an approximately three-year period. Plaintiffs' counsel conducted a detailed electronic analysis of this data, which covered over 20,000 individual workweeks. This data-driven analysis provided for an empirical basis for the arm's-length settlement negotiations. Accordingly, by the time the Parties arrived at mediation, they were informed and well-equipped to reach settlement. *Id.* at ¶ 6.

The mediation was held at Mr. Russell's office in Nashville, Tennessee, on July 16, 2025. *Id.* at ¶ 7. In advance of the mediation, the Parties provided Mr. Russell with full and detailed mediation briefs (Plaintiffs also shared theirs with counsel for Defendants). Defendants also provided Plaintiff with additional information to facilitate Plaintiff's continued evaluation of liability and damages. *Id.* Through Mr. Russell's efforts, the Parties were able to come to an agreement as to the material terms of the settlement. Thereafter, the Parties negotiated the Settlement Agreement, a signed copy of which is attached to Plaintiff's Motion. *Id.*

II. The Settlement

A. Overview

Under the Settlement, Defendants have agreed to a non-reversionary common fund of $1,563,000 which will to pay Settlement Class Member Payments, Settlement Administration Costs, any Court approved Attorneys' Fees and Costs, and any Service Awards. *See* at Exhibit A (Settlement Agreement) at §III (pp. 5-8). The Settlement Fund will be distributed to Settlement Class

Members according to the distribution plan set out in the Agreement pursuant to which each Settlement Class Members's share will be determined *pro rata* by the number of weeks they each worked during the applicable period. *Id.* at 6. Settlement Class Members *do not* need to submit a claim form to receive payment. Any funds remaining as a result of uncashed checks from the first distribution shall, if economically feasible, be distributed to the Settlement Class Members who successfully cashed checks. If a second distribution of remaining funds costs more than the amount to be distributed or is otherwise economically unfeasible, or if additional funds remain after a second distribution, Class Counsel shall petition the Court to distribute any remaining funds to an employee or labor protection organization as a *cy pres* recipient. *Id* at 7.

B. The Settlement Class

The proposed Settlement Class is defined as the following:

> 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.[2]

Id. at 1. In exchange for the consideration stated above, the Settlement Class shall release Defendants from any claims that were or could have been alleged in this Action. *Id.* at 15.

C. Settlement Administrator and Proposed Notice Program

The proposed Settlement Administrator is RG2 Claims Administration, a nationally recognized and experienced class action administrator. The Parties' proposed Notice Program is designed to reach as many Settlement Class members as possible at a reasonable cost to the Settlement Class and represents, in Class Counsel's view and experience, the best notice practicable under the circumstances. Lesser Dec. ¶ 8. Notice shall be provided via First Class U.S. Mail and, in

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[2] The Hospitals and Facilities have now been named as Defendants in the Second Amended Complaint filed with the Court on October 28, 2025 (ECF #60).

addition, the Settlement Administrator will create a website containing key settlement notice documents and information, and will also set up a toll-free telephone number to receive calls from Class Members. *See* Settlement Agreement (Ex. A) at §E.2 (pp. 8-10). Should any mailed notices be returned to the Settlement Administrator as undeliverable, the Administrator will take reasonable steps to identify new addresses and re-mail the notice accordingly. *Id*. Reminders will also be sent to all class members.

The Notice will include, among other information, the estimated Settlement Share the recipient Class Member would receive in the Settlement, a description of the material terms of the Settlement; a date by which Settlement Class members may opt-out of the Settlement Class; a date by which Settlement Class Members may object to the Settlement; the date on which the Final Approval Hearing is scheduled to occur; the address of the Settlement Website at which Settlement Class members may access the Settlement Agreement and other related documents and information; and the toll-free phone number for additional information. A copy of the Notice is attached to the Settlement Agreement as Exhibit A.

D. Opt-Outs and Objections

The Notice will inform Settlement Class Members of their right either to exclude themselves from the Settlement or to object to the Settlement. *See* Settlement Agreement (Ex. A) at §E.3 (pp. 12). Settlement Class Members may choose to exclude themselves from the Settlement Class by submitting a signed Request for Exclusion postmarked no later than 30 days after the Settlement Administrator mails Notice. *Id.* Settlement Class Members may also object to the Settlement or any aspect thereof. As with exclusion, objections in writing must be submitted to the Settlement Administrator postdated no later than 30 dates after the mailing of Notice. Objections must set forth the factual and legal grounds for the objection. Class Members who make a timely objection shall be entitled to be heard at the final approval hearing. *Id*.

E. Attorneys' Fees and Costs, and Service Award

To date, Class Counsel have not been paid for their efforts or reimbursed for litigation costs incurred. The Settlement Agreement provides that Class Counsel will apply for an award of Attorneys' Fees and Costs of one third of the settlement fund, plus expenses. *See* Settlement Agreement (Ex. A) at §B.3 (pp. 5-6). Such award will serve to compensate Class Counsel for the time, risk and expense they incurred pursuing claims on behalf of the Settlement Class.

Class Counsel will also ask the Court to approve a Service Award for the Class Representative Sharon McRee of $10,000.00, and for $3,500 to each of Primaldeep Stephens, David Stephens, and Raul Amaro. *Id.* at §B.2 (p. 5). Defendants will not oppose the attorneys' fees and costs and service award applications but the Settlement is not conditioned on the Court granting either of those applications. *Id.*

LEGAL STANDARD

Federal Rule of Civil Procedure 23 requires court approval of class action settlements. Fed. R. Civ. P. 23(e). "The primary concern addressed by Rule 23(e) is the protection of class members whose rights may not have been given adequate consideration during the settlement negotiations." *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158 (4th Cir. 1991). Accordingly, the Court may approve a settlement only upon a finding that the settlement is fair and adequate. *See id.* The relevant factors in determining "fairness" are "that the settlement was reached as a result of good-faith bargaining at arm's length, without collusion, on the basis of (1) the posture of the case at the time settlement was proposed, (2) the extent of discovery that had been conducted, (3) the circumstances surrounding the negotiations, and (4) the experience of counsel." *Id.* at 159. Adequacy is assessed through "(1) the relative strength of the plaintiffs' case on the merits, (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter of the case goes to trial, (3) the anticipated duration and expense of additional litigation, (4) the solvency of the defendants and the likelihood of recovery on a litigated judgment, and (5) the degree of opposition to the settlement." *Id.* at 159.

ARGUMENT

III. The Court Should Approve the Settlement.

The Settlement here readily meets the criteria for approval – it provides substantial relief for the Settlement Class's wage and hour claims and resulted from arm's-length negotiations by experienced counsel on both sides. Under Rule 23, a settlement must be "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). The Fourth Circuit has bifurcated the preliminary approval analysis into "consideration of the fairness of settlement negotiations and the adequacy of the consideration to the class." *Gaston v. LexisNexis Risk Sols. Inc.*, No. 5:16-cv-00009, 2021 WL 244807, *5 (W.D.N.C. Jan. 25, 2021) (citing *In re Jiffy Lube Secs. Litig.*, 927 F.2d at 158–59)). The 2018 amendments to Rule 23(e) also formalize a list of core considerations for settlement approval such as: (1) whether class representatives and class counsel have adequately represented the class, (2) whether the proposal was negotiated at arm's length, (3) whether the relief provided for the class is adequate, and (4) whether the proposal treats Settlement Class Members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).[3] At the preliminary approval stage, "the Court need only find that the settlement is within 'the range of possible approval.'" *Gaston*, 2021 WL 244807 at *5 (quoting *Scott v. Family Dollar Stores, Inc.*, No. 3:08-cv-00540, 2018 WL 1321048, *3 (W.D.N.C. Mar. 14, 2018)). The Settlement here fits comfortably within each of the factors for approval, as is next shown.

[3] The Fourth Circuit has held that the *Jiffy Lube* standards "almost completely overlap with the new Rule 23(e)(2) factors, rendering the analysis the same." *See Herrera v. Charlotte School of Law, LLC*, 818 F. App'x 165, 176 n.4 (4th Cir. 2020) (citing *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Practices & Prods. Liab. Litig.*, 952 F.3d 471, 474 n.8 (4th Cir. 2020)).

A. The Settlement is Fair.

The Fourth Circuit's relevant fairness factors all weigh in favor of preliminarily approval. *See In re Jiffy Lube Secs. Litig.*, 927 F.2d at 158–59.

First, the proposed settlement was reached after Defendants tested the sufficiency of the allegations by a motion to dismiss and after the commencement of discovery, the exchange of written discovery, and the provision of relevant data necessary to evaluate the value of potential claims. In addition both sides fully briefed a FLSA Section 16(b) notice motion, supported by declarations and documents which further informed the parties of the claims, defenses, and risks posed. The Settlement mediation thus only took place after both sides had analyzed in depth the nature and scope of the case. The discovery and motion practice gave both sides "additional insight to evaluate the merits" of the case and has "laid the groundwork for the arm's-length negotiations that resulted in the settlement." *Gaston*, 2021 WL 244807 at *6. In addition, the Settlement was the result of a fair, arm's length process that was often contentious and took place through a respected third-party mediator. Lesser Dec. ¶ 9. Finally, counsel for both sides have significant experience in both complex class action litigation and also wage and hour cases under the FSLA and analog state statutes, as is demonstrated by Class Counsel's firm resumes, and they have brought that significant experience to bear in litigating and settling this case. *See* Lesser Dec. ¶ 10 and Exhibits 1 and 2 thereto; *see also* Fed. R. Civ. P. 23(e)(2)(A). Class Counsel collectively have decades of experience in litigating class actions and employment wage and hour cases against some of the nation's largest and most sophisticated defendants, ending both in trial and settlement. *Id.* Counsel "may be evaluated by their affiliation with well-regarded law firms with strong experience in the relative field," and, by any measure, Class Counsel satisfies this prong. *See In re Neustar, Inc. Securities Litig.*, No. 1:14cv885, 2015 WL 5674798, *11 (E.D. Va. Sept. 23, 2015) (quoting *In re Am. Capital S'holder Derivative Litig.*, No. 11-2424-PJM, 2013 WL 3322294, *4 (D. Md. June 28, 2013)). Based on their experience, Class Counsel endorse the Settlement as fair and adequate. Lesser Dec. ¶ 11.

Counsel's "endorse[ment of] the settlement as fair and adequate under the circumstances . . . should be afforded due consideration in determining whether a class settlement is fair and adequate." *Gaston*, 2021 WL 244807 at *6. Defendants are also represented by a nationwide and well-respected law firm with counsel experienced in collective and class employment litigation. Defense counsel have decades of experience in defending employers in large and complex class actions and employment wage and hour cases. *Id.* at ¶10.

B. The Settlement Provides Substantial Relief to Settlement Class Members.

The substantial relief provided by the Settlement also favors approval. Under the Settlement, Defendants will provide a $1.563 million Settlement amount, which represents a significant portion of the estimated classwide damages should Plaintiffs have prevailed at class certification, trial, and on appeal. Lesser Dec. ¶ 12. Under Plaintiffs' time rounding damages model, which was based on a 250-person sample analysis of the wage and timekeeping records from Mission Hospital, Transylvania Regional Hospital, and Eckerd Living Center, [4] the settlement provides a substantial recovery for the class. *Id.* at ¶ 13. Based upon the sample, the extrapolated back wages available to the class under the NCWHA and FLSA to the full estimated class of 18,000 employees across more than a dozen facilities, the gross settlement of $1,563,000 represents approximately 52.3% of the total potential damages exposure of $2,986,286.35 (not including liquidated damages). The Settlement represents – after deducting for Court-approved attorneys' fees, costs, service awards, and settlement administration expenses – a net fund of approximately $917,579, which is approximately 30.7% of the total extrapolated back wages available to the class under the NCWHA and FLSA, assuming Plaintiffs prevailed on liability. *Id*. Recoveries of this range, in Settlement, and without unnecessary years and risks of litigation represents, Plaintiff submits, a more than fair, adequate and reasonable result. *Id.*

[4] Based on Plaintiff's calculations, the non-overtime damages (NCWHA) for the 10,733 identified employees at these facilities were $893,266.12, and the overtime damages (FLSA) damages were $887,390.07.

Courts assess the adequacy of relief provided under a settlement based on four factors: (1) the costs, risks, and delay of trial and appeal, (2) the effectiveness of the proposed method of distributing relief to the class, (3) the terms of the proposed award of attorney's fees, and (4) the existence of other agreements reached by the Parties outside the settlement. Fed. R. Civ. P. 23(e)(2)(C); *see also Jiffy Lube*, 927 F.2d at 159. Each factor is met here.

1. Costs, risks, and delay of trial and appeal

Plaintiffs' claims are strong, but maintaining these claims through certification, trial, and appeal would entail significant risk, uncertainty, and costs for both sides. Defendants had already challenged FLSA notice and conditional certification and would have undoubtedly challenged Rule 23 class certification as well and possibly have moved for some form of summary adjudication. Appeals of class certification, summary judgment, and/or trial rulings would have prompted delay, and the resolution of potential appeals by both sides "would require protracted adversarial litigation and appeals at substantial risk and expense to both Parties." *Gaston*, 2021 WL 244807 at *6. This strong likelihood of "substantial future costs favors approving the proposed settlement." *Id.*

2. Effectiveness of the proposed method of distributing relief to the class

The Settlement Fund will be automatically distributed to Settlement Class Members, without any need for a claim form. In the event of uncashed checks remaining after reminders of cash check time limits, any remaining funds after the initial disbursement will be distributed to the Settlement Class Members that successfully cashed check or received direct deposits, to the extent economically feasible. Lesser Dec. ¶ 14. If there are funds remaining after this second distribution or the distribution is not economically feasible, Class Counsel will petition the Court to distribute the remaining funds to an appropriate *cy pres* recipient. *Id.; see also* Ex. A at §C.4 (p.7).

3. Terms of the proposed award of attorney's fees

Under the terms of the Settlement, Class Counsel may move for an award of attorneys' fees. Lesser Dec. ¶ 15. Plaintiffs intend to seek up to 33.33% of the Settlement Fund, or $521,000 in attorneys' fees and will move for approval of an attorneys' fee award before the Final Approval Hearing. *Id.* Although the motion for an award of attorneys' fees is not yet before this Court, a fee award of 33.33% of the common cash fund is consistent with fee awards in this Circuit and in similar cases. "Within the Fourth Circuit, contingent fees of roughly 33% are common." *Earls v. Forga Contracting, Inc*., No. 1:19-CV- 00190-MR-WCM, 2020 WL 3063921, *4 (W.D.N.C. June 9, 2020); *see also Kelly v. The Johns Hopkins Univ*., No. 1:16-cv-2835-GLR, 2020 WL 434473, *3 (D. Md. January 28, 2020) ("Contingent fees of up to one-third are common in [the] circuit.").

4. Existence of other agreements reached by the parties outside the settlement

Courts also consider whether there are additional agreements between the Parties outside of the settlement agreement that could cast doubt on the fairness or adequacy of the settlement. *See* Fed. R. Civ. P. 23(e)(2)(C)(iv). The Settlement here and its exhibits "constitute the entire agreement between the Parties relating to the Settlement" and "no oral representations, warranties, covenants, or inducements have been made to any Party concerning [the Settlement] or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in [the Settlement] and its exhibits." Lesser Dec. ¶ 16.

C. The Settlement Treats Settlement Class Members Equitably.

The Settlement provides relief to Settlement Class Members on a *pro rata* basis depending on their total weeks worked for Defendants during the Class Period. This method for calculating each Settlement Class Member's recovery treats each member equitably across all Class Members and favors no particular group.

IV. The Court Should Certify the Settlement Class.

For purposes of approving the Settlement, the Court should certify the proposed Settlement Class. The proposed Settlement Class satisfies the Rule 23 criteria for certification.

A. The Proposed Class is Ascertainable.

Under Rule 23, a class definition must be sufficiently definite, so that "a court can readily identify the class members in reference to objective criteria." *EQT Prod. Co. v. Adair*, 764 F.3d 347, 358 (4th Cir. 2014). This ascertainability requirement is easily satisfied in this case, as the members of the Class are identifiable based on Defendants' employment and payroll records, and the members of the Class are not in dispute.

B. The Proposed Class Satisfies the Requirements of Rule 23(a).

Under Federal Rule of Civil Procedure 23(a), a class may be certified when "(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; and (4) the representative Parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a). The Settlement Class satisfies all these requirements.

1. Numerosity

Class certification is appropriate when class members are "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). While "[n]o specified number is needed to maintain a class action," *Brady v. Thurston Motor Lines*, 726 F.2d 136, 145 (4th Cir. 1984), courts within the Fourth Circuit generally "find classes of at least 40 members sufficiently large to satisfy the impracticability requirement," *In re Titanium Dioxide Antitrust Litig*., 284 F.R.D. 328, 337 (D. Md. 2012), *amended*, 962 F. Supp. 2d 840 (D. Md. 2013) (citation omitted). Here, the Settlement Class contains upwards of 18,000 members, satisfying numerosity. Lesser Dec. ¶ 17.

2. Commonality

Rule 23(a)(2)'s requirement that there are "questions of law or fact common to the class," is also satisfied. A common question is "one that can be resolved for each class member in a single hearing," and does not turn on the "'individual circumstances of each class member.'" *Thorn v. Jefferson-Pilot Life Ins. Co.*, 445 F.3d 311, 319 (4th Cir. 2006) (quotation omitted). A common question must be "capable of classwide resolution" such that "determination of its truth or falsity will resolve an issue that is central" to each class member's claims "in one stroke." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Rule 23(a) does not require commonality of all issues; rather, "even a single common question will do." *Id.* at 359 (quotation omitted),

Here, there are several common legal and factual questions that are common to all members and satisfy Rule 23(a)(2). Common questions include: (1) whether Defendants' time-rounding system is implemented in a facially neutral manner, and (2) whether Defendants maintain a common class-wide policy regarding meal breaks and automatic deductions.

3. Typicality

Under Rule 23(a)(3)'s typicality requirement, class representatives are "typical" if they are "part of the class and possess the same interest and suffer the same injury as the class members." *Broussard v. Meineke Discount Muffler Shops, Inc.*, 155 F.3d 331, 338 (4th Cir. 1998). "The essence of the typicality requirement is captured by the notion that 'as goes the claim of the named plaintiff, so goes the claims of the class.'" *Deiter v. Microsoft Corp.*, 436 F.3d 461, 466 (4th Cir. 2006) (citing *Broussard*, 155 F.3d at 340).

Typicality is satisfied because the proposed Class Representative asserts the same claims stemming from the same conduct by Defendants as to the absent Settlement Class members: Plaintiff claims that her weekly time records were "rounded" in a non-neutral way, and that she her weekly pay deducted for meal breaks which she did not take, due to a uniform class-wide polices that impacted all call members in the same manner.

4. Adequacy of Representation

The Rule 23(a)(4) adequacy inquiry "serves to uncover conflicts of interest between named Parties and the class they seek to represent." *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 625 (1997). For a conflict of interest to defeat class certification, that conflict "must be fundamental," "must go to the heart of the litigation," and "must be more than merely speculative or hypothetical." *Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 430-31 (4th Cir. 2003) (quoting 6 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 18:14 (4th ed. 2002)).

There is no such conflict here. As discussed above, the proposed Class Representative asserts the same claims based on the same alleged conduct as the absent Settlement Class members. There is likewise no conflict between the Settlement Class members, as they will all be compensated under the Settlement on a *pro rata* basis.

Class Counsel also satisfies the adequacy requirement. Class Counsel has effectively handled numerous wage and hour and complex class actions. Lesser Dec. ¶ 18. Class Counsel are qualified, experienced, and able to conduct this litigation and will fully and adequately represent the Settlement Class. *Id.*

C. The Proposed Class Satisfies the Requirements of Rule 23(b).

1. Predominance

The first requirement under Rule 23(b)(3) is that questions of law or fact common to Settlement Class members predominate over questions affecting only individual members. Fed. R. Civ. P. 23(b)(3). This inquiry tests whether the proposed class is "sufficiently cohesive to warrant adjudication by representation." *Amchem*, 521 U.S. at 623; *see also Gunnells*, 348 F.3d at 428.

Here, Plaintiff seeks to remedy common legal grievances based on Defendants' uniform policies regarding time-rounding and automatic meal break deductions. The common questions of the legality of these practices predominate over questions – if any – affecting only individual class members, providing a common link between all the Settlement Class members and Defendants. *See Jeffreys v. Comm'ns Workers of Am., AFL-CIO*, 212 F.R.D. 320, 323 (E.D. Va. 2003) (finding predominance satisfied where "[t]he question in each individual controversy" would be resolved according to the same legal inquiry); *Talbott v. GC Servs. Ltd. P'Ship*, 191 F.R.D. 99, 105-06 (W.D. Va. 2000) (finding predominance satisfied based on the "standardized nature" of the defendant's conduct). "The fact that damages will differ from class member to class member does not defeat the finding of predominance because liability is common to the class." *Jeffreys*, 212 F.R.D. at 323.

2. *Superiority*

Finally, the Court must determine whether a class action is superior to other methods of adjudication for the fair and efficient adjudication of the controversy. *See* Fed. R. Civ. P. 23(b)(3). The factors to be considered are: (1) individual class members' interest in controlling individual cases; (2) the existence of related litigation; (3) the desirability of concentrating the litigation in one forum; and (4) manageability. *Droste v. Vert Capital Corp.*, No. 3:14-cv-467, 2015 WL 1526432, *8 (E.D. Va. April 2, 2015). In settlement cases, courts need not consider the last factor. *Amchem Prods.*, 521 U.S. at 593. Here, a class action is superior to individual suits.

First, individual suits are unlikely here because the probable recovery (even of full damages) is relatively small per Settlement Class Member, particularly compared to the expense of litigation. *See In re NeuStar, Inc.*, 2015 WL 5674798 at *8 (finding superiority satisfied where individual actions were "unlikely due to the size of probable recovery and expense of individual litigation). Where the "policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights," *Amchem*, 521 U.S. at 617, a suit like this is well-suited for class action litigation. Second, Class Counsel is not aware of other pending individual litigation against Defendants regarding the practices at issue in this Action. Lesser Dec. ¶ 19. Finally, it would promote judicial economy to resolve this case as a class before this Court rather than requiring individual plaintiffs to file separate lawsuits. *In re NeuStar, Inc.*, 2015 WL 5674798 at *9. Accordingly, a class action is a superior method of adjudication.

V. The Court Should Appoint Class Counsel.

Fed. R. Civ. P. 23(g) requires a Court to appoint class counsel. In appointing class counsel, the Court "must" consider: (a) the work counsel has done in identifying or investigating potential claims in the action; (b) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (c) counsel's knowledge of the applicable law; and (d) the resources that counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). *See also In re Neustar*, 2015 WL 5674798 at *13. The court "may" also consider "any other matter pertinent to counsel's ability to fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(1)(B).

Proposed Class Counsel have expended a great deal of time, effort, and expense investigating, litigating, and resolving this case. Further, as set forth in the firm resumes, each attorney from each firm is highly experienced in complex consumer class action litigation. *See* Lesser Dec. ¶ 20 (*see also* Exhibits 1 and 2 to the Lesser Declaration). It is clear from their track-record of success that Class Counsel are skilled and knowledgeable concerning class action practice. Class Counsel have the experience to properly represent the Settlement Class. Accordingly, Plaintiffs request that the Court appoint 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 Klafter Lesser LLP; and Matthew E. Lee, Jeremy R. Williams, and Katharine Batchelor of

Lee Segui as Class Counsel.

VI. The Court Should Approve the Class Notice Program and Appoint the Settlement Administrator.

The Parties' proposed Notice Program is formulated to conform with the procedural and substantive requirements of Rule 23. Due process and Rule 23 require that Settlement Class members receive notice of the settlement and an opportunity to be heard and participate in the litigation. *See* Fed. R. Civ. P. 23(c)(2)(B). The mechanics of the notice process are left to the discretion of the Court, subject only to the broad reasonableness standards imposed by due process.

Here, the Notice Program contemplates notice via direct mail. The Notice will include important information about the Settlement, including how to opt- out or object, and where to find more information about the case – including a website and a toll-free phone number – and how to contact Class Counsel. Lesser Dec. ¶ 21. The substance of the Notice will fully apprise Settlement Class members of their rights. *Id.* Additionally, the Notices are designed to be "noticed," reviewed, and – by presenting the information in plain language – understood by Settlement Class members. The Notice contains plain-language summaries of key information about Settlement Class members' rights and options. Under Rule 23(e), the notice must generally describe the settlement in sufficient detail to alert those with adverse viewpoints to investigate and come forward to be heard. The proposed Notice contains critical information required to apprise Settlement Class members of their rights. This approach to notice is adequate and provides sufficient detail to allow Settlement Class members with adverse viewpoints to come forward and be heard.

This Notice Program is informative, practical, and reasonably designed to reach the vast majority of Settlement Class members. There is no claim form, and the Notice Program will be overseen by RG2 Claims Administration, a reputable settlement administrator with deep experience in the field. The Notice Program proposed here is the best notice that is practicable and is equivalent or superior to notice campaigns approved in similar class action settlements. Lesser Dec. ¶ 22.

VII. Proposed Schedule of Events and Conclusion.

In connection with Preliminary Approval, the Court should also set the Final Approval Hearing date and time, as well as other deadlines in the approval process, including the deadlines for opting out from or objecting to the Settlement:. Class Counsel propose the following schedule:

Notice Program Begins	No later than 21 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. Using best efforts to mail it as soon as possible, and in no event later than 21 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail
Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award	30 days prior to original Final Approval Hearing date
Opt-Out Deadline	30 days from Notice Mailing Date
Objection Deadline	30 days from Notice Mailing Fate
Final Approval Hearing	**_____, 2026, at ____ am/pm**. (no earlier than 30 days after the deadline to object).

For the foregoing reasons, Plaintiffs respectfully request the Court: (1) conditionally certify the Settlement Class, (2) appoint Sharon McRee as Class Representative, (3) appoint Class Counsel, (4) preliminarily approve the Settlement, (5) approve the Notice Program and direct that Notice be provided to the Settlement Class, (6) approve and order the opt-out and objection procedures set forth in the Settlement, (7) stay all deadlines in the Action pending Final Approval of the Settlement,

(8) appoint RG2 Claims Administration as the Settlement Claims Administrator, and (9) schedule a Final Approval Hearing. A Proposed Preliminary Approval Order is attached hereto as ***Exhibit B.***

Dated: November 25, 2025. Respectfully submitted,

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* Proceeding *Pro Hac Vice*

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Agreement") is made by and between Plaintiff Sharon McRee ("Plaintiff"), individually and on behalf of all others similarly situated, and Defendants CarePartners HHA, LLLP, CarePartners Rehab Hospital, LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC (collectively "Defendants").

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning:

A. "Action" means the Complaint that was filed in the United States District Court for the Western District of North Carolina and any amendments thereto, which is currently captioned *Sharon McRee v. CarePartners HHA, LLLP, et al.*, Case No. 1:24-cv-00128-MOC-WCM.

B. "Class" means 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.

C. "Class Member" is a member of the Class.

D. "Class Period" means the period of time from April 25, 2021 through the date of Preliminary Approval of the Settlement.

E. "Class Counsel" means Matthew E. Lee, Jeremy R. Williams, and Katharine Batchelor of Lee Sequi, Seth R. Lesser, Christopher M. Timmel, and Sarah Seras of Klafter Lesser LLP, and Joseph F. Scott, Ryan A. Winters, and Kevin M. McDermott II of Scott & Winters Law Firm, LLC.

F. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

G. "Service Payments" means the service payments made to Plaintiff Sharon McRee in her capacity as Class Representative in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants' expenses in the event the Plaintiff was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff as set forth herein, and to Plaintiffs David Stephens, Raul Amaro, and Primaldeep

Stephens, for their work in support of the Action, and for the general release of all claims as set forth herein.

H. "Class Net Settlement Fund" means the Gross Settlement Amount less the Court-approved amounts for the Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Settlement Administration Expenses.

I. "Class Data" means, for each Class Member, his or her name; last-known mailing address; Social Security number (which will only be furnished to the Settlement Administrator); his or her employee identification number; and his or her dates of employment.

J. "Class Notice" means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.

K. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

L. "Court" means the United States District Court for the Western District of North Carolina.

M. "Defendants" means CarePartners HHA, LLLP, CarePartners Rehab Hospital, LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC.

N. "Defendants' Counsel" means Robert E. Boston, Mark W. Peters, Frederick L. Conrad III, and Devin J. Dunkley of Holland & Knight LLP and Phillip T. Jackson, Cindy M. Rice, and David C. Hawisher of Roberts & Stevens, P.A.

O. "Effective Date" means the date by which all of the following have occurred:

1. This Agreement is approved by the Court; and

2. The Judgment becomes Final as defined in Section I.P of this Agreement.

P. "Final" means the last of the following dates, as applicable:

1. If no objection to the Settlement is made, the date after this Agreement is approved by the Court.

2. If an objection to the Settlement is made and Judgment is entered but no appeal is filed, the day after the last date on which a notice of appeal from the Judgment may be filed and none is filed.

3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

Q. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

R. "Gross Settlement Amount" means One Million Five Hundred Sixty-Three Thousand Dollars ($1,563,000.00) to be paid by Defendants as provided by this Agreement. This amount is an all-in amount and shall be inclusive of all payments of Settlement Shares to the Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Service Payments and any other amounts required for the full and final resolution of this Action, but excluding employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages, which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendants.

S. "Judgment" means the Final Approval Order and Judgment entered by the Court disposing of all issues raised in this Action.

T. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

U. "Non-Participating Class Member" means a Class Member who submits a valid and timely Request for Exclusion.

V. "Parties" means Plaintiff, the Participating Class Members, and Defendants.

W. "Plaintiff" means Sharon McRee.

X. "Preliminary Approval of the Settlement" means the Court's Order Granting Preliminary Approval of the Settlement.

Y. "Released Class Claims" means the claims released in Section III.F.1 of the Agreement.

Z. "Released Parties" means Defendants, their parents, predecessors, successors, all affiliates, subsidiaries, and their respective officers, directors, agents, employees, and stockholders.

AA. "Request for Exclusion" means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.

BB. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement.

CC. "Settlement Administrator" means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator shall be agreed to by all counsel.

DD. "Settlement Share" means each Participating Class Member's share of the Class Net Settlement Fund as provided by this Agreement.

II. RECITALS

A. On April 25, 2024, Plaintiff filed a Complaint against HCA Healthcare Inc. in United States District Court for the Western District of North Carolina. Plaintiff then amended her complaint on May 20, 2024. Plaintiff amended her complaint again on October 28, 2025, substituting the Defendants in place of HCA Healthcare Inc. Therein, Plaintiff asserted claims of:

1. Failure to pay overtime in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, and that Defendants' violation was willful within the meaning of 29 U.S.C. § 255(a);

2. Failure to pay all wages in violation of the North Carolina Wage and Hour Act, N.C. Gen. Stat. §§95-25.1, *et seq.*; and

3. Unjust Enrichment/Quantum Meruit under North Carolina common law.

B. On September 13, 2024, HCA Healthcare Inc. filed its Answer to Plaintiff's First Amended Complaint, and thereafter, Defendants filed their Answer to Plaintiff's Second Amended Complaint.

C. On July 16, 2025, the Parties participated in an all-day mediation session presided over by Michael Russell, a respected mediator of wage and hour class actions. Following the mediation, the Parties represented by their respective counsel were able to agree to settle the Action. This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties regarding the Settlement.

D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification of any class or collective for any reason and reserve all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum amount that Defendants will pay under this Settlement is One Million Five Hundred Thousand Sixty-Three Dollars ($1,563,000.00). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendants to the Settlement Administrator.

B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiff:** In addition to the Settlement Shares to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than $10,000 as a Service Payment to Plaintiff. Defendants will not oppose such a Service Payment request. The Settlement Administrator will pay the Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Service Payment of less than $10,000 for Plaintiff, the remainder will be retained in the Class Net Settlement Fund for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payment. To receive the payment, Plaintiff agrees to a general release of all claims as set forth below.

2. **Service Awards:** In addition to the Settlement Shares to be paid to Plaintiffs David Stephens, Raul Amaro, and Primaldeep Stephens, Plaintiff will apply to the Court for an award of not more than $3,500 as Service Award Payments to these individuals. Defendants will not oppose Service Award Payments of no more than this amount for each of Plaintiffs David Stephens, Raul Amaro, and Primaldeep Stephens. The Settlement Administrator will pay the above Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Service Award Payment of less than $3,500.00 for these individuals, the remainder will be retained in the Class Net Settlement Fund for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from these Service Award Payments and instead a Form 1099 will be issued to each individual with respect to the payment. To receive the payment, each individual agrees to a general release of all claims as set forth below.

3. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than one third (1/3) of the Gross Settlement Amount, which is presently $521,000.00 as their Class Counsel Fees Payment and an amount not more than $18,00.00 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator

will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than provided for in this Agreement, the remainder will be retained in the Class Net Settlement Fund for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made by wire by the Settlement Administrator to the Klafter Lesser LLP firm's escrow account.

4. **To the Settlement Administrator:** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed $87,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than $87,000, the remainder will be retained in the Class Net Settlement Fund for distribution to Participating Class Members.

C. **Payments from the Class Net Settlement Fund.**

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Class Net Settlement Fund to each Participating Class Member. The submission of a claim form is not required to be paid.

2. **Calculation.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Class Member based on the formulas below:

a. Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

i. When calculating the estimated individual Settlement Shares the Settlement Administrator will assume that no Class Member opts out of the Settlement and that all Class Members cash their settlement award checks. When calculating the individual Settlement Shares to Class Members following the final approval Date (for purposes of preparing individual settlement award checks), the Settlement Administrator will not include Class Members who validly request exclusion from the settlement.

~~ii.~~ For each week during which a Class Member was employed as a non-exempt employee at one or more of the Hospitals or Facilities during the Class Period, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks he or she was employed, provided, however, that in no event shall any Class Member receive less than an individual Settlement Share of less than $20.00.

3. **Withholding.**

a. Subject to approval by the Court, one half (1/2) of each Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount.

b. Subject to approval by the Court, one half (1/2) of each Settlement Share is in settlement of claims for interest, liquidated damages, exemplary damages, and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Each Class Member shall be responsible for any tax liability resulting from the receipt of that Class Member's Non-Wage Portion of the Net Settlement Amount.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Request for Exclusion will reduce neither the Gross Settlement Amount nor the Class Net Settlement Fund. Their respective Settlement Shares will remain a part of the Class Net Settlement Fund for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares, or to a *cy pres* recipient in accordance with Section III.E.12.

D. **Appointment of Settlement Administrator.** The Parties have mutually agreed to ask the Court to appoint RG2 Claims Administration LLC as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; creating a website containing key settlement notice documents and information, conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; sending reminders to Class Members; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Requests for Exclusion; timely sending notices required under the Class Action Fairness Act ("CAFA") to all appropriate state and federal officials; providing the Parties with weekly status reports about the delivery of Class Notice Packets, CAFA notices, and receipt of completed Requests for Exclusion; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax forms and reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet and CAFA notices, will be paid out of the Gross Settlement Amount.

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement between the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.

b. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

c. No later than five (5) calendar days after the filing of the Preliminary Approval Motion with the Court, Defendants will provide the Settlement Administrator with an electronic database containing the last known state of residence for each Class Member. Using best efforts to mail it as soon as possible, and in no event later than ten (10) calendar days after the filing of the Preliminary Approval Motion, the Settlement Administrator will mail the CAFA notices to all applicable federal and state officials via first-class regular U.S. Mail.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, Class Members will be sent the Class Notice Packet (which will include the Class Notice) completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the estimated Settlement Share for Class Members as follows:

a. No later than 21 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, to carry out the reasonable efforts described in Section III.E.2.c, or pursuant to Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.

b. Using best efforts to mail it as soon as possible, and in no event later than 21 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than 10 calendar days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Requests for Exclusion it receives (including the number of valid and deficient Requests) and objections received.

e. Not later than 10 calendar days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Requests for Exclusion it received (including the numbers of valid and deficient Requests) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Requests for Exclusion.** Participating Class Members may submit objections to the Settlement. Participating Class Members may also submit disputes as to workweeks allocated to them and Requests for Exclusion pursuant to the following procedures:

a. **Objections to Settlement.** The Class Notice will provide that Participating Class Members who wish to object to the Settlement or any aspect thereof, may do so, in writing. Objections in writing must be submitted to the Settlement Administrator with copies to the Parties' Counsel and postmarked no later than 30 days after the Settlement Administrator mails the Class Notice Packets. Objections must set forth the factual and legal grounds for the objection and comply with the instructions in the Class Notice. Class Members who make a timely objection shall be entitled, but are not required, to be heard at the final approval hearing (whether individually or through separate counsel) to object to the Settlement or any aspect thereof. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement or any aspect thereof, unless otherwise excused by the Court upon a showing of good cause. Class members who have filed a valid Request for Exclusion as provided in Section III.3.c below shall have no ability to comment on or object to the Settlement.

No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the Class Member's intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel and Defendants' Counsel within 30 days after the Settlement Administrator mails the Class Notice Packets. The postmark date of mailing to Class Counsel and Defendants' Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Absent good cause found by the Court, Class Members who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, the requirement that the Class Member submit a written objection may be excused by the Court upon a showing of good cause. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement. Any remote appearance fees for an appearance by an objecting Class Member will be paid by the objecting Class Member.

b. **Disputes as to Workweeks.** In calculating each individual Class Member's share of the settlement, Defendants' reasonably available records regarding the workweeks of Class Members shall be presumed to be correct. Class Members will be provided with the individualized information upon which their respective shares of the Net Settlement Amount will be based.

Each Class Member shall also have 30 days from the date of mailing the Class Notice Packet in which to dispute the number of workweeks the Class Notice allocates to them during the Class Period. Class Members who dispute Defendants' records must submit a challenge in writing to the Settlement Administrator and will bear the burden of proof, i.e., a Class Member who fails to provide written documentation supporting a different the number of work weeks than that specified in his or her Notice will have his or her dispute denied. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any such dispute shall be in writing and sent to the Settlement Administrator in accordance with the Class Notice.

c. **Requests for Exclusion.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a signed Request for Exclusion. Such written statement must be postmarked no later than 30 days after the Settlement Administrator mails the Class Notice Packets. To be valid, a Request for Exclusion must be timely mailed, must be received by the Settlement Administrator and must comply with the instructions in the Class Notice. The written request for exclusion must be signed individually by the Settlement Class Member. No request for exclusion may be made on behalf of a group. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. Class Members who submit valid Requests for Exclusion will not participate in or be bound by the Settlement and the Judgment. Defendants will remain free to contest any claim brought by the Class Member that would have been barred by this

Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. Persons who submit a valid Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

A Class Member who does not submit a valid Request for Exclusion in the manner provided for in this Section III.3.c. will automatically become a Participating Class Member. All Participating Class Members will receive a Settlement Share without the need to file claim forms and will be bound by all terms and conditions of the Settlement, including without limitation the release of the Released Class Claims regardless of whether the Participating Class Members have also submitted objections to the Settlement.

d. **Report.** Not later than 10 calendar days after the deadline for submission of Requests for Exclusion, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

4. **Right of Defendants to Reject Settlement.** If more than five percent (5%) of the Class Members timely submit valid Requests for Exclusion, Defendants will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. The Settlement Administration Expenses incurred as of the date that Defendants exercise the right to void the Settlement will be paid by Defendants. Defendants will notify Class Counsel and the Court whether it is exercising this right to void not later than 15 calendar days after the Settlement Administrator notifies the Parties of the number of valid Requests for Exclusion it has received.

5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or request exclusion from the Settlement. If a Class Member submits a Request for Exclusion, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendants or the Released Parties.

6. **Additional Briefing and Final Approval.**

a. Plaintiff will file with the Court an unopposed Motion for Final Approval of the Settlement and payment of the Settlement Administrator Expenses. Plaintiff shall request the Court schedule the Final Approval Hearing, if the Court determines such a hearing is necessary, no earlier than thirty (30) days after the deadline to object.

b. Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Service Payments no later than the date the Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

d. Upon final approval of the Settlement by the Court and after entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the

scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Provision of Settlement Shares and Other Payments.** Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within 10 business days of the Effective Date. Within 10 business days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will pay the Settlement Shares to Participating Class Members; the Service Payments; the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment to Class Counsel; and the Settlement Administration Expenses to the Settlement Administrator.

10. **Escalator Clause**. Defendants estimate that there were a maximum of 18,000 employees during the Class Period. Plaintiff is entering into this Settlement Agreement based on such representation. In the event it is determined that the actual number of employees exceeds 18,000 by more than five percent (5%) during the Class Period, Defendants will increase the Gross Settlement Amount proportionally for the number of employees in excess of 5% over the estimated number.

11. **Uncashed Settlement Share Checks.** Participating Class Members must cash their Settlement Share checks within 180 days after they are mailed. If a check is returned to the Settlement Administrator within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member at his or her correct address by use of available phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Settlement Share check is not cashed within 120 days after its last mailing, the Settlement Administrator will also send the affected Participating Class Member a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this notice, the funds from such uncashed checks will be distributed in accordance with III.E.12.

12. **Redistribution and *Cy Pres* Distribution of Uncashed Settlement Share Checks.** If the uncashed Settlement Share checks equal or exceed $25,000, the Settlement Administrator shall make a second distribution of the uncashed funds on a pro rata basis to the Participating Class Members who previously cashed their Settlement Share checks. In the event of a redistribution of uncashed check funds to Participating Class Members who cashed their Settlement Share checks, the additional settlement administration costs related to the redistribution will be deducted from the total amount of uncashed checks prior to the redistribution. If a check to a Participating Class Member is returned to the Settlement Administrator as undeliverable during the second distribution, or there are uncashed check funds remaining from the second redistribution, then the amount will revert to *cy pres.*

13. If the value of the uncashed Settlement Share checks is less than this $25,000 threshold, the undistributed amount will be distributed *cy pres* to United Way of Asheville and Buncombe County. The Participating Class Members will remain bound by the Settlement.

14. **Final Report by Settlement Administrator to Court.** Within 10 business days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. **Release of Claims.**

1. **Released Claims by Participating Class Members.** As of the Effective Date, Plaintiff and Participating Class Members shall fully and finally release and discharge Defendants and the Released Parties from all FLSA claims, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Complaint, including without limitation claims under 29 U.S.C. § 203, 29 U.S.C. § 207, 29 U.S.C. § 255; 29 U.S.C. § 216(b) and any and all state or local claims, obligations, demands, rights, actions, causes of action and liabilities, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Second Amended Complaint, including without limitation claims for unpaid overtime wages, unpaid wages, minimum wage violations, meal period violations, rest period violations, failure to timely pay wages, failure to pay wages at termination, restitution, penalties, interest, liquidated damages, double damages, treble damages, exemplary damages, attorneys' fees, costs, disbursements, and expenses, including without limitation any such claims brought under the North Carolina Wage and Hour Act, N.C. Gen. Stat. §§95-25.1, *et seq.*, or any other applicable wage statute or regulation or state common law. The class release period shall extend from April 25, 2021, through the date of Preliminary Approval of the Settlement.

2. **Plaintiff.** As of the Effective date, in addition to the releases set forth in Section III.F.1 above, Plaintiff hereby fully and finally releases Defendants and the other Released Parties from any and all claims, known or unknown, asserted or that might have been asserted, that she has or might have against Defendants and Released Parties ("Plaintiff's Released Claims"). Plaintiff's Released Claims include without limitation breaches of contract, whether written, oral or implied; violations of any public policy; tort claims, including but not limited to intentional infliction of emotional distress and negligent infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages, costs, fees, or other expenses, including attorneys' fees; and any violations of the following statutes, laws, and regulations: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Family and Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the North Carolina General Statutes, the North Carolina Administrative Code and any other federal, state, or local civil employment law, statute, regulation, or ordinance capable of being released by Plaintiff, excluding any claims that cannot be released as a matter of law.

3. **Class Counsel.** As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.

G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

H. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class or collective should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).

b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

5. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

6. **Modification of Agreement.** Except as set forth in III.I.3 above this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.

7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of North Carolina.

9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, considering all relevant factors, current and potential.

11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within 30 days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.

12. **Government Actions Affecting Settlement**. If any administrative proceeding or action is commenced by any federal, state or local governmental authority in a *parens patriae* function (and not in its capacity as a Non-Participating Class Member) asserting claims within the scope of the Action, the Plaintiff and Class Counsel shall intervene in that action at the request of Defendants. Plaintiff and Class Counsel shall intervene to

fully support Defendants by asserting that the governmental action is within the scope of this Settlement, the Complaint, and the Judgment entered herein. Additionally, in the event any action is commenced by a governmental authority as stated in this paragraph, Defendants shall have the option, in their sole discretion, to immediately suspend the distribution of Settlement Shares to Participating Class Members of that jurisdiction pending the outcome of the suit brought by the governmental authority.

13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

14. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Matthew E. Lee
Jeremy R. Williams
Katharine Batchelor
LEE SEGUI
900 W. Morgan Street
Raleigh, NC 27603
Telephone: (919) 600-5000
mlee@leesegui.com
jwilliams@leesegui.com
kbatchelor@leesegui.com

Seth R. Lesser
Christopher M. Timmel
Sarah Sears
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seth@klafterlesser.com
christopher.timmel@klafterlesser.com

Joseph F. Scott
Ryan A. Winters
Kevin M. McDermott II
SCOTT & WINTERS LAW FIRM, LLC
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jscott@ohiowagelawyers.com
rwinters@ohiowagelawyers.com

kmcdermott@ohiowagelawyers.com

To Defendants:

Robert E. Boston
Mark W. Peters
Frederick L. Conrad III
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Telephone: (615) 244-6380
Fax: (615) 244-6804
Bob.Boston@hklaw.com
MarkWPeters@hklaw.com
Trip.Conrad@hklaw.com
Devin.Dunkley@hklaw.com

Phillip T. Jackson
Cindy M. Rice
David C. Hawisher
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P.O. Box 7647
Asheville, NC 28802
Telephone: (828) 252-6600
Fax: (828) 253-7200
pjackson@roberts-stevens.com
crice@roberts-stevens.com
dhawisher@roberts-stevens.com

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

16. **Stay of Litigation.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Agreement.

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.

The Parties and their counsel hereby execute this Agreement.

Dated: 10/31/2025, 2025	Sharon McRee
	Sharon McRee (Oct 31, 2025 11:00:48 EDT)
Dated: ________, 2025	CarePartners HHA, LLLP
	By:______________________________
Dated: ________, 2025	CarePartners Rehab Hospital, LLC
	By:______________________________
Dated: ________, 2025	MH Angel Medical Center, LLLP
	By:______________________________
Dated: ________, 2025	MH Asheville Specialty Hospital, LLC
	By:______________________________
Dated: ________, 2025	MH Blue Ridge Medical Center, LLLP
	By:______________________________
Dated: ________, 2025	MH Eckerd Living Center, LLLP
	By:______________________________
Dated: ________, 2025	MH Highlands-Cashiers Medical Center, LLLP

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10/31/2025, 2025

Sharon McRee

SMcRee

Sharon McRee (Oct 31, 2025 11:00:48 EDT)

Dated: ________, 2025

CarePartners HHA, LLLP

By:______________________________

Dated: ________, 2025

CarePartners Rehab Hospital, LLC

By:______________________________

Dated: ________, 2025

MH Angel Medical Center, LLLP

By:______________________________

Dated: ________, 2025

MH Asheville Specialty Hospital, LLC

By:______________________________

Dated: ________, 2025

MH Blue Ridge Medical Center, LLLP

By:______________________________

Dated: ________, 2025

MH Eckerd Living Center, LLLP

By:______________________________

Dated: ________, 2025

MH Highlands-Cashiers Medical Center, LLLP

By:______________________________

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: ________, 2025 Sharon McRee

____

Dated: 11/04/2025, 2025 CarePartners HHA, LLLP

By: Tyler Groesser
Tyler Groesser (Nov 4, 2025 11:09:26 EST)

Dated: 11/04/2025, 2025 CarePartners Rehab Hospital, LLC

By: Jeffrey Brown (Nov 4, 2025 12:08:38 EST)

Dated: ________, 2025 MH Angel Medical Center, LLLP

By: Clint Kendall
Clint Kendall (Nov 11, 2025 16:28:35 EST)

Dated: 11/04/2025, 2025 MH Asheville Specialty Hospital, LLC

By: Jeffrey Brown (Nov 4, 2025 12:08:38 EST)

Dated: 11/04/2025, 2025 MH Blue Ridge Medical Center, LLLP

By: Tonia Hale
Tonia Hale (Nov 5, 2025 11:50:04 EST)

Dated: ________, 2025 MH Eckerd Living Center, LLLP

By: Zachary McCluskey (Nov 5, 2025 16:56:40 EST)

Dated: ________, 2025 MH Highlands-Cashiers Medical Center, LLLP

By: Tom Neal
Tom Neal (Nov 6, 2025 04:29:12 EST)

Dated: 11/10/2025, 2025	MH Hospital Manager, LLC
	By: Melina Arrowood (Nov 10, 2025 14:41:35 EST)
Dated: 11/10/2025, 2025	MH Mission Hospital McDowell, LLLP
	By: Lee Higginbotham Lee Higginbotham (Nov 10, 2025 14:29:47 EST)
Dated: ________, 2025	MH Mission Hospital, LLLP
	By: NCastleberry
Dated: 11/10/2025, 2025	MH Mission Imaging, LLLP
	By: Michael Barbera Michael Barbera (Nov 10, 2025 14:43:07 EST)
Dated: ________, 2025	MH Transylvania Regional Hospital, LLLP
	By: Michele Pilon Michele Pilon (Nov 10, 2025 17:19:17 EST)
Dated: 11/13/2025, 2025	Mission Health Community Multispecialty Providers, LLC
	By: DjW DjW (Nov 13, 2025 08:40:23 EST)
Dated: ________, 2025	Mission Health Partners, LLC
	By: Greg Lowe Greg Lowe (Nov 11, 2025 11:10:04 EST)
Dated: __________, 2025	KLAFTER LESSER LLP
	By: ______________________ Seth R. Lesser Attorneys for Plaintiff

Dated: ________, 2025	MH Hospital Manager, LLC
	By:______________________________
Dated: ________, 2025	MH Mission Hospital McDowell, LLLP
	By:______________________________
Dated: ________, 2025	MH Mission Hospital, LLLP
	By:______________________________
Dated: ________, 2025	MH Mission Imaging, LLLP
	By:______________________________
Dated: ________, 2025	MH Transylvania Regional Hospital, LLLP
	By:______________________________
Dated: ________, 2025	Mission Health Community Multispecialty Providers, LLC
	By:______________________________
Dated: ________, 2025	Mission Health Partners, LLC
	By:______________________________
Dated: October 31, 2025	KLAFTER LESSER LLP
	By: ______________________________ Seth R. Lesser Attorneys for Plaintiff

Dated: 11/24, 2025

HOLLAND & KNIGHT LLP

By: [signature]
Robert E. Boston
Attorneys for Defendants

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA

McRee v. CarePartners HHA, LLLP, et al.

Case No. No. 1:24-cv-00128-MOC-WCM

NOTICE OF CLASS ACTION SETTLEMENT

To: MEMBER NAME.

Based on information provided by your current or former employer, as part of the Settlement process, you are entitled to receive an estimated payout of $______.

- You are receiving this Notice because you are a current or former hourly, non-exempt employee of one or more hospitals or facilities owned and operated by an affiliate or indirect subsidiary of HCA Healthcare, Inc. in North Carolina (the "Hospitals and Facilities"), from April 25, 2021, through July 27, 2025.[1] The Court has authorized this notice. This is not a solicitation from a lawyer.

- Please read this Notice carefully. The purpose of this Notice is to inform you of the Settlement terms and your rights and options in connection with the Settlement. You have been identified as eligible to receive a monetary share in the Settlement described below.

- The parties to the above-captioned lawsuit have reached a Settlement that would resolve all of the class claims asserted in this lawsuit, and the United States District Court for the Western District of North Carolina has preliminarily approved the Settlement. As described below, you have the right to participate in the Settlement and receive a payment. Alternatively, you also have the right to exclude yourself from the Settlement or to object to the Settlement.

- Plaintiff Sharon McRee brought this lawsuit under state law and the Fair Labor Standards Act ("FLSA") in United States District Court for the Western District of North Carolina. Plaintiff asserted claims under the FLSA and under the North Carolina Wage and Hour Act, alleging that their time was "rounded" – and hence were not paid for pre- and post-shift work – and that meal breaks were automatically deducted from their pay, even when they took no break.

[1] The Defendants in this case are: CarePartners HHA, LLLP, CarePartners Rehab Hospital, LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC (collectively "Defendants").

- The Defendant Hospitals and Facilities deny these allegations and expressly deny any wrongdoing or any violation of state or federal law. Defendants maintain that they have always complied with all relevant federal laws, including the Fair Labor Standards Act and all state wage and hour laws, and that they have paid employees for all of their hours of work, consistent with Defendants' policies that require all employees to accurately report all time worked.

- In order to avoid the expense and burdens of further litigation, the Parties have agreed to resolve their dispute with a Settlement. The Court has now preliminarily approved the Settlement. You are receiving this Notice because you have been identified as eligible to participate in the Settlement.

- The Court has scheduled a Final Approval Hearing to be held on [_______].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	**Stay in this lawsuit. Participate in the Settlement and receive your estimated share of the Settlement listed above.** To participate in the Settlement and receive the estimated share listed above, you do not need to do anything further. If the Settlement is granted final approval by the Court, following its Final Approval Hearing on [DATE], you will automatically receive your Settlement payment. In exchange, you will give up any rights to sue the Defendants in a separate lawsuit under state or federal law for claims that relate to or arise under the facts alleged in this lawsuit.
ASK TO BE EXCLUDED	**Exclude yourself from participation in this lawsuit. Get no benefits from it. Keep certain rights.** As detailed below, you may choose to exclude yourself from this Settlement. By excluding yourself from the Settlement, you will not be able to recover any funds from the Settlement or any other benefits. However, you keep any rights to sue Defendant(s) separately about the same legal claims in this lawsuit. You should be aware that your time to bring such claims face applicable statutes of limitations.
OBJECT TO THE SETTLEMENT	**Object to Some or All of the Settlement.** As detailed below, you may object to the Settlement if, for any reason, you believe that it should not be approved by the Court.

	The Court will consider your objection at the Final Approval Hearing in deciding whether to approve the Settlement. If you wish to present objections to the proposed Settlement at the Final Approval Hearing, you must do so first in writing.

1. Why did I get this notice?

You are getting this notice because Defendants' records show that you satisfy the following definition:

> All current or 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.

The Defendants in this case are: CarePartners HHA, LLLP, CarePartners Rehab Hospital, LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC (collectively "Defendants").

2. What is this lawsuit about?

On April 25, 2024, Plaintiff Sharon McRee filed a lawsuit in the United States District Court for the Western District of North Carolina, captioned *Sharon McRee v. CarePartners HHA, LLLP, et al.,* Case No. 1:24-cv-00128-MOC-WCM, asserting that Defendants failed to properly pay their employees. Specifically, Plaintiff McRee brought claims for failure to pay overtime in violation of the federal Fair Labor Standards Act (FLSA), failure to pay all wages required by the North Carolina Wage and Hour Act, and unjust enrichment under North Carolina common law. The claims are based on allegations that employees' time was improperly "rounded," resulting in unpaid work before and after shifts, and that meal breaks were automatically deducted from their pay even when no break was taken. Defendants deny the allegations and, absent settlement, were prepared to defend against the lawsuit.

The Court has not decided who is right. The Court has reviewed the Settlement Agreement reached between the Parties and has preliminarily approved it as fair and reasonable. The Court authorized that this Notice be sent to you. A Final Approval Hearing will be held on [DATE].

The Settlement Terms

1.	What are Defendants agreeing to pay?

Defendants have agreed to pay a total lump sum of $1,563,000 to settle the state and federal claims in this case.

2.	How will the money be allocated?

The total Settlement amount will be allocated among the following components:

- Settlement payments to Class Members who do not exclude themselves from the Settlement;
- Reimbursement to Plaintiff's counsel for costs and expenses spent litigating this case, not to exceed $_______ in expenses;
- A fee to Plaintiff's counsel for their time in the case to obtain the relief being provided, not to exceed one-third of the total Settlement amount;
- A service payment of $10,000 to Plaintiff Sharon McRee for bringing this action, and of $3,500 to each of Opt-In Plaintiffs David Stephens, Raul Amaro, and Primaldeep Stephens for their support in litigating the action; and
- A fee to the Settlement Administrator, estimated to be $86,546.

3.	What is may share of the Settlement?

If you participate in the Settlement (i.e., do nothing further), then if the Court grants final approval of the Settlement, you will receive a Settlement check for an estimated $XXXX. This is a pro rata amount of the total Settlement amount.

Your total amount is pro-rated and estimated based upon the number of weeks you worked for any of the Defendants from April 25, 2021, through July 27, 2025.

4.	Can Any Defendant and/or my current employer retaliate against me if I join the lawsuit?

No. It is a violation of federal law for Defendants or any employer to fire, discipline, or retaliate against you in any manner for taking part in this case.

5.	What are my options?

Participate in the Settlement. If you wish to participate in the Settlement and receive your payment, then you do not need to do anything further. If the Court grants final approval of the Settlement, then you will receive your Settlement payment and you will be subject to the release described below. If you participate in the Settlement and the Court grants final approval to the Settlement, your Settlement payment will be mailed after the Court enters its final approval order. You will have 180 days from the date of payment to cash the checks. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payments. If you do not exclude yourself from this Settlement, you will irrevocably and unconditionally forever and fully release against Defendants all FLSA and state law claims, whether known or unknown, that were alleged or that reasonably could have been alleged based on the facts alleged in the Second Amended Complaint in this action.

Exclude Yourself from the Settlement. If you wish to exclude yourself from the Settlement, you must submit a signed request for exclusion to the Settlement Administrator, at the following address: ________________. Your request for exclusion must be postmarked no later than 30 days after the Settlement Administrator mails Notice. If you request to be excluded from the class: (a) you will not be entitled to any payment from this Settlement; (b) you will not be entitled to object to the Settlement or appeal from any orders entered in the lawsuit relating to the Settlement; and (c) you will not be bound by the Settlement Agreement, including the release of claims set forth in this Notice.

Object to the Settlement. You may object to the Settlement or portions thereof if, for any reason, you believe that it should not be approved by the Court. The Court will consider your objection at the Final Approval Hearing in deciding whether to approve the Settlement. If you wish to present objections to the proposed Settlement at the Final Approval Hearing, you must do so first in writing. Objections in writing must be submitted to the Settlement Administrator with copies to the Parties' Counsel and postmarked no later than 30 days after the Settlement Administrator mails Notice. Objections must set forth the factual and legal grounds for the objection. Class Members who make a timely objection shall be entitled, but are not required, to be heard at the Final Approval Hearing (whether individually or through separate counsel) to object to the Settlement or any aspect thereof.

An objector may withdraw their objections at any time.

6. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You are permitted to attend that hearing, although you are not required or expected to attend. At the Final Approval Hearing, the Court will consider whether the Settlement (including the requested attorneys' fees, costs, and expenses, service awards and Settlement administration costs) is fair, reasonable and adequate. The Court will consider all written objections to the settlement at that time, and it will hear from any Class Members who object to the Settlement provided they submitted written objections in advance, in accordance with the above instructions. The Court has scheduled the hearing to take place on [*insert date and time*] at the United States District Court for the Western District of North Carolina, in Courtroom ___________ The Court's decision will impact your rights. If the Court changes the date, time, or location of the hearing, it will notify the parties through the Court's electronic case management system, but no further notice will be mailed.

7. What if I Have Questions About the Settlement?

A website has been created with key Settlement notice documents and information about the lawsuit. You can access the website at __________.

As well, the Class is represented by the following attorneys, who have been preliminarily approved by the Court as Class Counsel:

Seth R. Lesser
Christopher Timmel
Sarah Sears
KLAFTER LESSER LLP
Two International Drive, Suite 350
Rye Brook, NY 10573
Telephone: (914) 934-9200

Joseph F. Scott
Ryan A. Winters
Kevin M. McDermott II
SCOTT & WINTERS LAW FIRM, LLC
11925 Pearl Rd., Suite 308
Strongsville, Ohio 44136
Telephone: (216) 912-2221

Matthew E. Lee
Jeremy R. Williams
Katharine Batchelor
LEE SEGUI
900 W. Morgan Street
Raleigh, NC 27603
Telephone: (919) 600-5000

If you have questions about the settlement, please contact the Settlement Administrator at _________________________. You may also contact the lawyers listed above.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS' COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA

SHARON MCREE, individually and on behalf of a class of similarly situated individuals, Plaintiff, v. CarePartners HHA, LLLP, CarePartners Rehab Hospital, LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC Defendants.	)	Case No. 1:24-cv-00128-MOC-WCM Judge Max O. Cogburn Jr. Magistrate Judge W. Carleton Metcalf

DECLARATION OF SETH R. LESSER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Seth R. Lesser, declare, based upon personal knowledge and under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am a partner at Klafter Lesser LLP and I am counsel for Plaintiff in the above-captioned matter. I am admitted *pro hac vice* and am in good standing with the bar of this Court.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3. The Parties held a Rule 26 Conference on September 19, 2024. Following that conference – and unavoidable delay caused by Hurricane Helene – the Parties conferred on the parameters and scope of planned pre-notice discovery, held a case management conference, developed a case management plan, and served discovery requests. The discovery at that stage was focused on Plaintiffs' intention to move for notice under Section 16(b) of the FLSA, and included, among other things, requests for payroll and time-keeping data, materials relevant to applicable meal-break and time-rounding policies and procedures, and personnel records.

4. Concurrently with preparing their respective briefs on 216(b) notice throughout June, 2025 (ECF Nos. 54, 55, and 57), the Parties also began discussing whether mediation might be a feasible way to resolve the litigation. This was a natural time to explore the option, both to avoid potential full-blown discovery, and because the 216(b) briefing allowed the Parties to understand in depth the nature and scope of the claims in this case, the potential defenses, the evidence produced (and was likely to be produced), and the risks each side faced on the merits. Counsel for both sides possess substantial experience handling FLSA claims, including, specifically, rounding claims, and were able to assess the case's strengths and weaknesses in a knowledgeable manner.

5. The Parties agreed to mediation and retained the experienced and highly respected labor/wage and hour mediator Michael Russell to assist.

6. In preparation for mediation, the Parties engaged in discovery that included production of a sample set of daily timekeeping and pay records for 250 employees of Mission Hospital, Transylvania Regional Hospital, and Eckerd Living Center covering an approximately three-year period. Plaintiffs' counsel conducted a detailed electronic analysis of this data, which covered over 20,000 individual workweeks. This data-driven analysis provided for an empirical

basis for the arm's-length settlement negotiations. Accordingly, by the time the Parties arrived at mediation, they were informed and well-equipped to reach settlement.

7. The mediation was held at Mr. Russell's office in Nashville, Tennessee, on July 16, 2025. In advance of the mediation, the Parties provided Mr. Russell with full and detailed mediation briefs (Plaintiffs also shared theirs with counsel for Defendants). Defendants also provided Plaintiff with additional information to facilitate Plaintiff's continued evaluation of liability and damages. Through Mr. Russell's efforts, the Parties were able to come to an agreement as to the material terms of the settlement. Thereafter, the Parties negotiated the Settlement Agreement, a signed copy of which is attached to Plaintiff's Motion.

8. The proposed Settlement Administrator is RG2 Claims Administration, a nationally recognized and experienced class action administrator. The Parties' proposed Notice Program is designed to reach as many Settlement Class members as possible at a reasonable cost to the Settlement Class and represents, in Class Counsel's view and experience, the best notice practicable under the circumstances.

9. The Settlement is the result of a fair, arm's length process that was often contentious and took place through a respected third-party mediator.

10. Counsel for both sides have significant experience in both complex class action litigation and also wage and hour cases under the FSLA and analog state statutes, as is demonstrated by Class Counsel's firm resumes (*see* attached Exhibits 1 and 2), and they have brought that significant experience to bear in litigating and settling this case. Class Counsel collectively have decades of experience in litigating class actions and employment wage and hour cases against some of the nation's largest and most sophisticated defendants, ending both in trial and

settlement. Defense counsel similarly have decades of experience in defending employers in large and complex class actions and employment wage and hour cases.

11. Class Counsel endorse the Settlement as fair and adequate.

12. Under the Settlement, Defendants will provide a $1.563 million Settlement amount, which represents a significant portion of the estimated classwide damages should Plaintiffs have prevailed at class certification, trial, and on appeal.

13. Under Plaintiffs' time rounding damages model, which was based on a 250-person sample analysis of the wage and timekeeping records from Mission Hospital, Transylvania Regional Hospital, and Eckerd Living Center, [1] the settlement provides a substantial recovery for the class. Based upon the sample, the extrapolated back wages available to the class under the NCWHA and FLSA to the full estimated class of 18,000 employees across more than a dozen facilities, the gross settlement of $1,563,000 represents approximately 52.3% of the total potential damages exposure of $2,986,286.35 (not including liquidated damages). The Settlement represents – after deducting for Court-approved attorneys' fees, costs, service awards, and settlement administration expenses – a net fund of approximately $917,579, which is approximately 30.7% of the total extrapolated back wages available to the class under the NCWHA and FLSA, assuming Plaintiffs prevailed on liability. Recoveries of this range, in Settlement, and without unnecessary years and risks of litigation represents, Plaintiff submits, a more than fair, adequate and reasonable result.

14. The Settlement Fund will be automatically distributed to Settlement Class Members, without any need for a claim form. In the event of uncashed checks remaining after reminders of cash check time limits, any remaining funds after the initial disbursement will be distributed to the Settlement Class Members that successfully cashed check or received direct

[1] Based on Plaintiff's calculations, the non-overtime damages (NCWHA) for the 10,733 identified employees at these facilities were $893,266.12, and the overtime damages (FLSA) damages were $887,390.07.

deposits, to the extent economically feasible. If there are funds remaining after this second distribution or the distribution is not economically feasible, Class Counsel will petition the Court to distribute the remaining funds to an appropriate *cy pres* recipient.

15. Under the terms of the Settlement, Class Counsel may move for an award of attorneys' fees. Plaintiffs intend to seek up to 33.33% of the Settlement Fund, or $521,000 in attorneys' fees and will move for approval of an attorneys' fee award before the Final Approval Hearing. Although the motion for an award of attorneys' fees is not yet before this Court, a fee award of 33.33% of the common cash fund is consistent with fee awards in this Circuit and in similar cases.

16. The Settlement here and its exhibits constitute the entire agreement between the Parties relating to the Settlement and no oral representations, warranties, covenants, or inducements have been made to any Party concerning the Settlement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in the Settlement and its exhibits.

17. The Settlement Class contains approximately 18,000 members, satisfying numerosity.

18. Class Counsel has effectively handled numerous wage and hour and complex class actions. Class Counsel are qualified, experienced, and able to conduct this litigation and will fully and adequately represent the Settlement Class.

19. Class Counsel is not aware of other pending individual litigation against Defendants regarding the practices at issue in this Action.

20. As set forth in their firm resumes – attached hereto as Exhibits 1 and 2 each attorney from each firm is highly experienced in complex consumer class action litigation.

21. The Notice will include important information about the Settlement, including how to opt- out or object, and where to find more information about the case – including a website and a toll-free phone number – and how to contact Class Counsel. . The substance of the Notice will fully apprise Settlement Class members of their rights.

22. The Notice Program is informative, practical, and reasonably designed to reach the vast majority of Settlement Class members. There is no claim form, and the Notice Program will be overseen by RG2 Claims Administration, a reputable settlement administrator with deep experience in the field. The Notice Program proposed here is the best notice that is practicable and is equivalent or superior to notice campaigns approved in similar class action settlements.

23. I declare under penalty of perjury that the foregoing is true and correct, pursuant to 28 U.S.C. § 1746.

Dated: November 25, 2025

/s/ Seth R. Lesser
Seth R. Lesser

EXHIBIT 1

SETH R. LESSER, ESQ.
Two International Drive, Suite 350
Rye Brook, New York 10573
914-934-9200
seth@klafterlesser.com

Seth Lesser is a partner in Klafter Lesser, a New York, New Jersey and District of Columbia law firm where he practices in the areas of consumer advocacy, mass torts, wage and hour litigation, and corporate governance, primarily on behalf of injured individuals, defrauded consumers, employees and businesses. He is admitted to the bars of those three jurisdictions, as well as two dozen federal courts (*see* below).

Mr. Lesser is a graduate of Princeton University, A.B., *summa cum laude* (1983); Oxford University, D.Phil. in Modern History, recipient of a Marshall Scholarship (1985); and Harvard Law School, J.D., *magna cum laude* (1988), where he was an editor of the HARVARD JOURNAL OF INTERNATIONAL LAW and of the HARVARD ENVIRONMENTAL LAW REVIEW. In addition, he was the Princeton University Varsity Heavyweight coxswain in 1982 & 1983 and the coxswain of the victorious Oxford Blue Boat in the Oxford-Cambridge Boat Race in 1984 & 1985.

SUMMARY OF PROFESSIONAL ACTIVITIES

Since 1995, Mr. Lesser has primarily represented plaintiffs in individual, class, collective, and mass tort cases. He regularly speaks and writes on these topics, and is a co-author of a treatise on class action law.

He has been the lead plaintiffs' counsel in dozens of successful individual, class, collective, and mass tort actions in the areas of consumer law, employment, privacy, securities, and mass tort litigation. The cases in which he has personally been a lead counsel have returned nearly a billion dollars to his clients and the cases in which he has been co-counsel several times that amount. In addition to many class actions where he was lead plaintiffs' counsel but which cases were not Federal Multidistrict Litigation proceedings, the MDLs where he was court-appointed lead counsel have including, among others, MDL-1346 (*In re Amazon-Alexa*); MDL-1352 (*In re Doubleclick*); MDL-1708 (*In re Guidant Implantable Heart Devices*); MDL-1739 (*In re Grand Theft Auto Video Game Consumer Litigation*); MDL-1903 (*In re Pepsico, Inc. Bottled Water Sales Practices*); and MDL-2025 (*In re Staples, Inc. Wage & Hour Employment Practices Litig.*). He has also served on numerous MDL Executive/Steering Committees, including the Executive Committee in MDL-1845 (ConAgra Peanut Butter Products Liability Litigation), and serving as Law & Briefing Co-Chair of the Government Actions Committee in MDL-1657 (Vioxx Products Liability Litigation). Among other things, he was the lead New York class counsel in the Fen/Phen diet drug litigation, in that case obtained the first certification under New York law for a medical monitoring class, and was the New York class counsel in the MDL settlement with American Home Products. In one case, a federal court judge, addressing Mr. Lesser in approving a settlement, stated, "the court already held that class counsel was adequate in the context of class certification. But more than just adequate, class counsel's performance in this case has been exemplary." *Wilson v. Gloucester County*, 06-cv-1368 (JEI/AMD) (D.N.J.) (final approval obtained March 18, 2010).

He has successfully taken cases to trial. In 2009, he won a verdict one of the first Fair Labor

Standards misclassification collective cases taken to a jury, resulting in a judgment of $5 million on behalf of 342 collective action plaintiffs, *Stillman v. Staples, Inc.*, No. 07-cv-849 (D.N.J.), a result which led to the $42 million nationwide settlement of MDL-2025. More recently, he has obtained recoveries in cases of $34 million (*Nash v. CVS Caremark Corp.*, 1:09-cv-00079 (D.R.I.)), $20.9 million (*Craig v. Rite Aid Corp.*, 2013 U.S. Dist. LEXIS 2658, at *38 (M.D. Pa.)), $14 million (*Youngblood, et. al. v. Family Dollar Stores, Inc.*, No. 09-cv-3176 (S.D.N.Y.)), $16.5 million (*Thorn v. Bob Evans*, No. 12-cv-768 (S.D. Ohio)); $13.9 million (*Jacob v. Duane*-Reade, No. No. 11-cv-160 (S.D.N.Y.); $10 million (*LaPan v Dick's Sporting Goods*, No. 13-cv-11390 (D. Mass.). The settlement in the *Nash v. CVS Caremark Corp.* case was termed by District Judge McConnell "magnificent" at the final approval hearing. Order Granting Final Approval, *Nash v. CVS Caremark Corp.*, No. 1:09-cv-00079 (D.R.I. Apr. 9, 2012), while the final approval decision in *Craig v. Rite Aid Corp.* (where Mr. Lesser was lead counsel), stated that "To say that Class Counsel vigorously prosecuted this action would be a gross understatement." *Craig*, 2013 U.S. Dist. LEXIS 2658, at *31.

Mr. Lesser was the National Association of Consumer Advocates' Attorney of the Year in 2005 and was Co-Chair of the Board of Directors of that organization from 2008 through 2013. From 1998 through 2001, he served as the representative of the American Council on Consumer Interests to the United Nations. At present, he is on the Second Circuit Courts Committee of the Federal Bar Council, is active in the Members Consultative Groups of the American Law Institute's Restatement of the Law Third, Restitution and Unjust Enrichment project. In 2017, he joined the Board of Public Justice and was recently chosen to join its Executive Committee. He also been on the *Amicus* Committee of the American Association for Justice and was the Co-Chair of the Food-Borne Illness Litigation Group of the American Association for Justice. He is a member of, *inter alia*, the American Law Institute; the American Bar Association; the Second Circuit Federal Bar Council; the Bar Association of the City of New York; the National Association of Consumer Advocates; the American Association for Justice; and the National Employment Lawyers Association.

Other professional organizational appointments have included being the Chair of American Bar Association's Business Law Section's Environmental Litigation Subcommittee (1995-2002); the Co-Chair of the ABA's Business Law Section's Annual Review of Litigation (1995-1998); a member of the New York City Bar Association's Committees on Consumer Affairs (1995-1998) and Federal Courts (1998-2001); a member of the Federal Bar Council's Second Circuit Courts Committee (2006 to date); and Co-Chair of the American Association for Justice's Food-borne Illness Litigation Group (2007-2010). He also was the Chair of the National Association of Securities and Consumer Attorneys' Consumer Committee from 2003 to 2005. He was asked to draft revisions to New York State's class action law (2002-2003; Report, 2003), as well as having been involved in the drafting of numerous recommendations, testimony, reports, and other materials for various professional organizations. His election to the American Law Institute was in 2008 and he actively participated in the Members Consultative Group to the ALI's 2009 adoption of the Principles of the Law of Aggregate Litigation. In addition, Mr. Lesser has served on the Editorial Advisory Board of the *Class Action Law Monitor*.

Mr. Lesser has been repeatedly chosen as a Superlawyer®, both as a Superlawyer® in the New York Metropolitan Area in the area of class actions and also as one of the 25 best lawyers in Westchester County, N.Y.

PUBLICATIONS (sample). Among others, Mr. Lesser's publications include:

The Federal Bar Council, *Courthouses of the Second Circuit* (2015) (Contributor)

"An Attorney's Reaction to Professor Kolodinsky's Observations," 44(3) The Journal of Consumer Affairs (Fall 2010)

Consumer Class Actions, Fifth through Seventh Editions (2002-to date) (Contributor & Ed.), published by the National Consumer Law Center

"Time price differentials in the rent-to-own industry: implications with empowering vulnerable consumers," 29(2) International Journal of Consumer Studies, 119-24 (March 2005) (co-author)

Annual Review of New York's Consumer Protection Statute, New York Law Journal (annual review articles, 1997-2005)

New Jersey's Consumer Fraud Law, New Jersey Law Journal (review article, 2003)

"Internet Privacy Litigation and the Current Normative Rules of Internet Privacy Protection," *Considering Consumer Privacy*, Center for Democracy & Technology (March 2003; P. Bruening, ed.)

"Privacy Law in the Internet Era," Internet Law & Business, September 2002

"The Second Circuit Cuts Back on Diversity Jurisdiction," New York Law Journal (April 16, 1997)

"New Pleading Requirements for Consumer Fraud Suits," New York Law Journal (October 25, 1996)

SPEAKING ENGAGEMENTS (sample). Among a number of others, Mr. Lesser's engagements as a featured speaker have included:

Steering Committee and Speaker, Co-Cambridge Forum on Plaintiffs' Class Actions (May 2019 and May 2020

National Consumer Law Center: Speaker at Annual Symposium on Class Actions (Various locations, 2000-2020) and on other topics relating to consumer law

Stafford, Employment Contracts After Epic SCOTUS Decision (Webinar, August 7, 2019)

National Employment Lawyers' Association, Annual Convention (July 2018)

Lawline, Introduction to the Fair Labor Standards Act (Webinar, September 18, 2017)

Lawline, SCOTUS Review: Tyson v. Bouaphakeo (Webinar, September 19, 2016)

National Employment Lawyers' Association, Wage & Hour Conference (Washington, D.C. May 2015)

National Association of Consumer Advocates: Speaker at various conferences on topics relating to consumer finances, class actions and complex litigation (Various locations, 1999-2015)

National Employment Lawyers' Association, Fall Conference (Washington, D.C. Oct. 2011)

Rand Institute for Public Justice: Conference on Alternative Litigation Finance (Alexandria, Virginia 2010)

New Jersey Association for Justice: Meadowlands Seminar – The New Jersey Consumer Fraud Act (Secaucus, New Jersey, 2009)

Practicing Law Institute: Speaker at multiple conferences, including Consumer Financial Services Litigation (New York, 2000-2003, 2009) and the First through Fourth Institutes on Privacy Law (New York & San Francisco, 2000-2004)

American Council on Consumer Interests: Rent-A-Own – Consumer Issues (Orlando, Florida, August 2008)

American Association for Justice: The Status of Daubert Today (Philadelphia, July 2008)

Federal Bar Council Fall Retreat: Rule 23 in The Second Circuit (Lenox, Massachusetts, October 2007)

American Bar Association: Speaker at numerous conferences and teleconferences, including "Class Actions and Consumers," (ABA Connection Teleconference, June 20, 2007); Fourth National Institutes on Class Actions (October 2005); "Class Action Practice After The Fairness Act of 2005" (Teleconference, March 17, 2005); Internet Privacy Issues (Teleconference Seminar, Sept. 19-20, 2001) (also featured in article on same topic in ABA Journal, September 2001); Business Law Section's Annual Review of Litigation (Various locations, 1995-1998) (co-chair)

Mealy's Publications, Mealey's Drug & Medical Device Litigation Conference (San Diego, May 2007)

Mealy's Publications, Representing Toxic Tort Victims (Philadelphia, Pennsylvania, 2003)

Computers, Freedom & Privacy ("CFP") Conference, Speaker at 12th Annual Conference (San Francisco 2002)

Mealy's Publications, Rezulin Conference, Speaker (Alexandria Virginia, 2000)

Reinsurance Association of America, Speaker on Year 2000 litigation issues (New York, 1999)

BAR ADMISSIONS

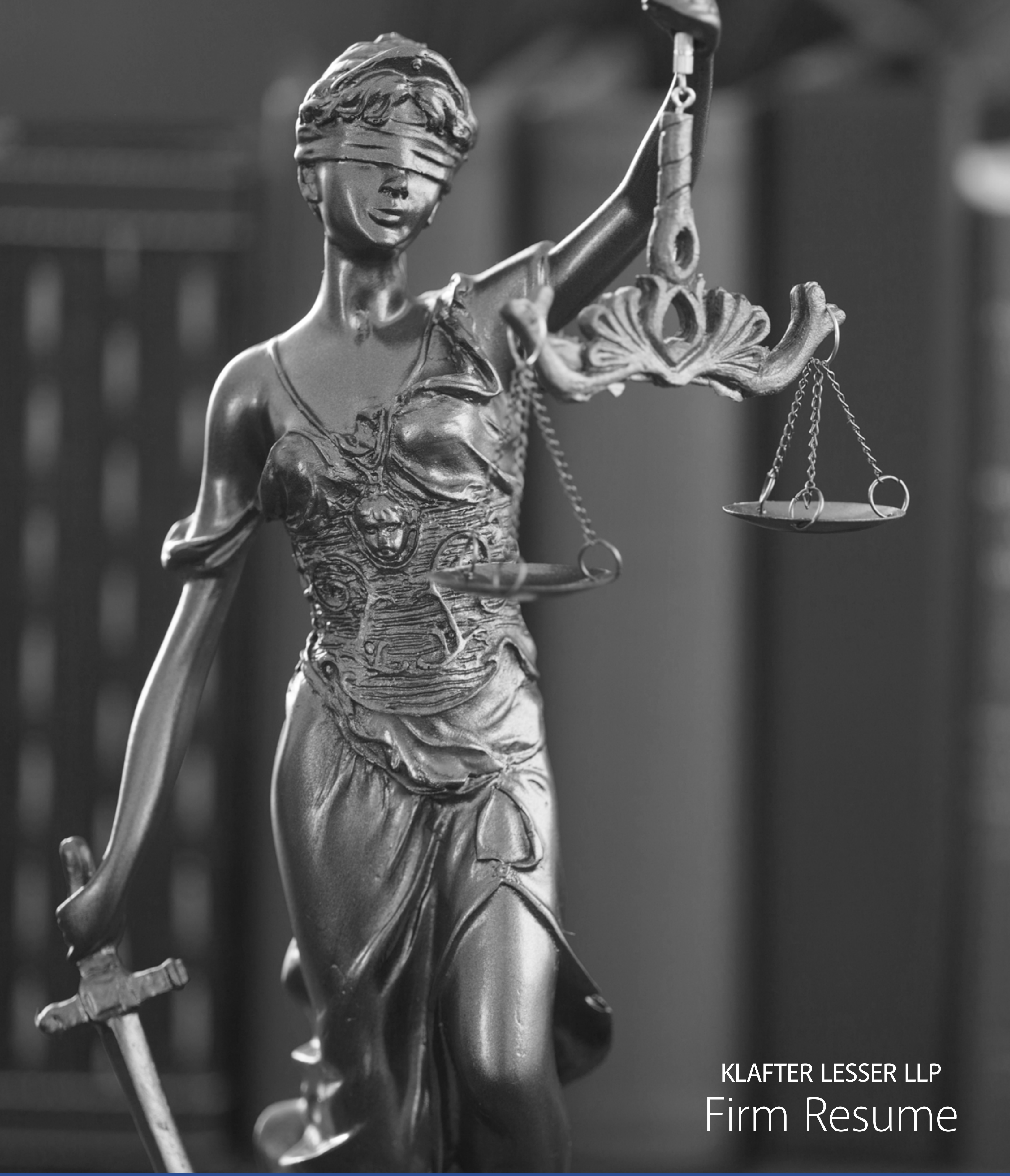
Mr. Lesser is admitted to the following Bars: State of New Jersey (1988); U.S. District Court, District of New Jersey (1988); State of New York (1989); U.S. District Court, Eastern District of New York (1989); U.S. District Court, Southern District of New York (1989); District of Columbia (1990); U.S. Court of Appeals, District of Columbia Circuit (1994); U.S. Court of Appeals, Ninth Circuit (1997); U.S. Court of Appeals, Tenth Circuit (1997); U.S. Supreme Court (1998); U.S. Court of Appeals, Second Circuit (1998); U.S. District Court, District of Colorado (2000); U.S. Court of Appeals, Sixth Circuit (2001); U.S. Court of Appeals, First Circuit (2002); U.S. Court of Appeals, Third Circuit (2003); U.S. District Court, Central District of Illinois (2004); U.S. Court of Appeals, Seventh Circuit (2004); U.S. Court of Appeals, Eleventh Circuit (2005); U.S. District Court, Northern

District of New York (2006); U.S. District Court, District of Connecticut (2006); U.S. District Court, Western District of New York (2010); U.S. District Court, Western District of Michigan (2010); U.S. District Court, Western District of Tennessee (2015); U.S. District Court, Eastern District of Michigan (2017); U.S. Court of Appeals, Eighth Circuit (2019).

PERSONAL INFORMATION

Seth Lesser is married and has four daughters. He is a Past President of the Hillholme Association in Chappaqua, New York and is a member of the Zoning Board of Appeals for the Village of Saltaire, New York. He is a member of the Committee for the Oxford-Cambridge Boat Race Dinner in New York City and he actively continues to be a coxswain, coxing for, among others, the Lake Union Crew, the Greenwich Crew, and the Thames Rowing Club (London) at such races as the Head of the Charles.

February 2021



KLAFTER LESSER LLP

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Contents

Klafter Lesser LLP

Klafter Lesser LLP is a nationally recognized law firm that focuses on vindicating the rights of investors, employees, and consumers under Federal securities and State securities and corporate laws, labor laws, and consumer protection laws, respectively. Its attorneys have been involved in leading cases in all of these areas and have received recognition for their efforts from courts, professional organizations and peers for their professionalism and results. The Firm has successfully litigated cases from one end of the country to the other and its attorneys are admitted in multiple state courts and dozens of federal courts.

The Firm was founded in June 2003. Together, the Firm's principals bring over 75 years of experience representing Plaintiffs to the practice.

The Firm's philosophy is to aggressively prosecute select actions as opposed to a "volume" type operation. The Firm provides its clients with the full spectrum of litigation services including: (i) factual investigation, forensic accounting, and legal analysis; (ii) communications advising the client of the merits of the case, developments in the litigation, and settlement issues; and (iii) advisory services on an "as needed" basis on both case specific and general litigation matters.

The attorneys in the Firm have obtained over a billion dollars in settlements in the cases in which they have served as lead lawyers. These results have been obtained in a wide variety of individual and class action contexts. One federal judge recently stated on the record in open court to one of the Firm's attorneys that "the court already held that class counsel was adequate in the context of class certification. But more than just adequate, class counsel's performance in this case has been exemplary." Another called a recent KL settlement a "magnificent result."

Securities Litigation

The Firm has served and presently serves as a lead counsel in multiple securities class, group and individual actions.

- *Antipodean Domestic Partners, L.P. v. Clovis Oncology, Inc. et al.*, No. 655908/2016 (Supreme Court, County of New York) (pending)
- *Orgone Capital III, LLC et al v. Daubenspeck et al*, 1:16-cv-10849 (N.D. Ill.) (pending)
- *In re Fisker Automotive Holdings, Inc. Shareholder Litigation*, No. 13-cv-02100-SLR (D. Del.) (pending)
- *In re SmarTalk Teleservices Inc. Securities Litigation*, MDL Docket No. 00-1315 (S.D. Ohio) ($27.1 million)
- *In re Ashworth, Inc. Securities Litigation*, Master File No. 99cv0121-L (JFS) (S.D. Cal.) ($15.25 million settlement)
- *In re Eaton Vance Corporation Securities Litigation*, Civil Action No. 01-10911-EFH (D. Mass.) ($10.5 million settlement)
- *In re InfoSonics Corp. Sec. Litigation*, No. 06cv1231 BTM(WMc) (S.D. Cal.) ($3.8 million settlement)
- *In re Viisage Technologies, Inc. Securities Litigation*, No. 05-cv-10438 – MLW (D. Mass.) ($2.3 million settlement)

The Firm also has had significant roles in the prosecution of *In re IBM Corp. Securities Litigation*, No. 05 Civ. 6279 (AKH) (S.D.N.Y.) ($20 million settlement), In Re American Business Financial Services, Inc. Noteholders Litigation, No. 05-232 (ED Pa.) ($16.75 million settlement); and *In re Countrywide Financial Corporation Securities Litigation*, No. 2:07-cv-05295 (MRP-MAN) (C.D. Cal.) ($624 million settlement).

In addition to leading securities class actions, the Firm was selected by CompuDyne Corporation to represent it in pursuing its claims against individuals and entities who illegally sold the Company's stock short in advance of a $30 million private placement, and achieved a $4.8 million settlement with certain of the short-sellers.

Breach of Fiduciary Duty and Related Litigation

The Firm is also active in pursuing claims for breach of fiduciary duty against corporate officers or directors on behalf of shareholders including the following:

- The Firm was retained by the Post-Confirmation Equity Subcommittee in the bankruptcy of a public company, Superior Offshore International, Inc., to prosecute fiduciary duty claims against Superior's former officers and directors and has brought suit in the United States Bankruptcy Court for the Southern District of Texas against four senior officers of the company for waste of corporate assets, insider trading and causing the company's bankruptcy. That litigation was settled to the satisfaction of the parties shortly before it was scheduled to be tried.
- The Firm was retained by the Liquidating Trust of Debtor PTMS Liquidating Corp. (f/k/a ProxyMed and MedAvant) and has brought suit in the United States Bankruptcy Court for the District of Delaware for breach of fiduciary duty and fraud against General Atlantic, LLC and Braden Kelly for causing the demise of the Company. That litigation was also settled to the satisfaction of the parties shortly before it was scheduled to be tried.
- The Firm was sole counsel to the former common shareholders of Living Independently Group, Inc. in a class action in the Court of Chancery of the State of Delaware seeking damages for breaches of fiduciary duty by its former directors and Chief Operating Officer that resulted in the company being acquired by General Electric Company at a bargain basement price which afforded no consideration to the holders of its common share.
- The firm was co-lead counsel in a class action also in the Court of Chancery of the State of Delaware asserting that the conversion of the IMH Secured Loan Fund into IMH Financial Corp. was done in breach of fiduciary duties and contractual rights owed to the Unitholders in the Fund. This action and the Living Independently Group action were successfully resolved for the benefit of their respective classes.

Wage & Hour Litigation

Klafter Lesser LLP has a strong national reputation for helping employees obtain the overtime pay and other benefits to which they are entitled under the Federal Fair Labor Standards Act (FLSA) and comparable state laws. Its lawyers have successfully handled over [40] federal Fair Labor Standards Act cases and have obtained settlements worth more than a quarter of a billion dollars in class, collective and individual cases against defendants that have included Fortune 100 and other companies that have ranged from major retailers to nationwide financial institutions. In one case in which KL was co-lead counsel the $34 million settlement was described by the United States District Judge who approved the settlement as a "magnificent result." *Nash v. CVS Caremark Corp.*, No. 09-cv-079-M (Order granting final approval, April 9, 2012). Another settlement (for $20.9 million) in which KL was sole lead counsel was described by the Judge as "an excellent and optimal settlement award for the Class Members." *Craig v. Rite Aid Corp.*, No. 4:08-cv-2317, 2013 U.S. Dist. LEXIS 2658, at *41 (M.D. Pa. Jan. 7, 2013). Ten years ago, another judge recognized KL as "experience[d] in handling wage and hour class actions and [having] knowledge of the applicable law," experience and knowledge that has only increased in the last decade. *Damassia v. Duane Reade, Inc.*, 250 F.R.D. 152, 165 (S.D.N.Y. 2008) (case settled for$3.5 million).

In these cases, KL represents workers across the country when they are denied overtime and subjected to other wage violations. These include misclassifying employees as exempt from being paid overtime under the FLSA and state wage claim, failing to credit employees for all hours they have worked and failing to pay wages for time spent required by an employer to prepare for or wind up a workday.

Other notable wage and hour settlements the Firm has achieved include:

- *Snodgrass v. Bob Evans Farms, LLC*, 2:12-cv-768 (S.D. Ohio) ($16.5 million settlement);
- *Lapan v. Dick's Sporting Goods, Inc.*, 13-cv-11390-RGS (D. Mass.) (($10 million settlement);
- *Ravenell v. Avis Budget Car Rental, LLC et al.*, 08-cv-02113 (E.D.N.Y.) (7.8 million settlement);
- *Stevens v. Electronic Data Systems Corp.*, 08-cv-10409 (S.D.N.Y.) ($11.8 million);
- *Herring v. Hewitt Inc.*, 3:06-cv-267 (D.N.J.) (TJB) ($4.9 million class settlement of FLSA and state claims);
- *Caissie v. BJ's Wholesale Club*, 08-CV-30220 (D. Mass.) (MAP) ($9.15 million settlement);
- *Nash, et al. v. CVS Caremark Corp.*, 09-cv-078 (D.R.I.) (JM) ($34 million settlement);
- *Craig v. Rite Aid Corp.*, 08-cv-2317 (M.D. Pa.) ($20.9 million settlement);
- *Rancharan v. Family Dollar Corp.*, 10-cv-07580 (S.D.N.Y.)($14 million settlement); and
- *Wilkie v. Gentiva Health Services, Inc.*, 10-cv-01451 (N.D. Cal.) ($5 million settlement).

KL will take its cases as far they need to go to obtain relief for their wage and hour clients. In fact, perhaps uniquely, the Firm has twice taken collective actions to trial (and won both). In 2009, Klafter Lesser LLP was co-lead counsel in what is one of the first FLSA misclassification collective actions ever tried to a jury. After the six week trial, plaintiffs prevailed on all points, obtaining a verdict finding that the defendant there, Staples, Inc., had willfully violated the FLSA in failing to pay assistant store managers for hours worked overtime. The jury awarded the 342 collective action members a verdict of $2.4 million, which the Court doubled to $4.2 million because of the finding of wilfullness. KL acted as the lead counsel in obtaining a $42 million settlement against Staples, Inc. that resolved the jury award that KL obtained, as well as a number of other cases that constituted MDL-2025, in which was asserted that Staples misclassified assistant store managers as exempt from receiving overtime for hours worked in excess of 40 hours per week. *In re Staples Inc. Wage & Hour Employment Practices Litigation*, No. 08-5746 (D.N.J.) (KSH) (MDL-2025).

KL has also pursued wage and hour claims by arbitration.

Consumer and Commercial Law Litigation

Klafter Lesser LLP has extensive experience in the areas of complex commercial and consumer law. Whether representing individuals or business and whether through class or individual actions, the Firm's attorneys have recouped hundreds of millions of dollars for its clients in these areas.

The Firm's attorneys have been lead and co-lead counsel in major class action and federal Multi-District Litigation proceedings that successfully obtained recompense from banks, insurance companies, mortgage lenders, appraisers and title insurers, as well as rental companies, gasoline companies, automobile manufacturers, computer companies, and many others. Seth Lesser has been awarded the "Consumer Advocate of the Year" award by the National Association of Consumer Lawyers. One of his instance, he obtained over $100 million – 100% of the individuals' out-of-pocket damages – for New Jersey consumers who paid hidden usurious interest in *Perez v. Rent-a-Center, Inc.*, Docket No. CAM-L-21-03 (Sup. Ct. N.J.), for victims of mortgage fraud, and for compelling a bank to refund interest charges improperly calculated for commercial borrowers.

Civil Rights Litigation

Klafter Lesser LLP has actively prosecuted a number of lawsuits on behalf of individuals who have had their civil or Constitution rights violated.

The Firm's attorneys have obtained awards in many individual and class actions in which racial or gender discrimination was alleged, including the recent $24.4 million settlement reached in a case involving historical racial discrimination in the sale of life insurance. In that case, as co-lead counsel, we obtained class certification, defeated the defendant's attempt to obtain interlocutory appellate review of the certification decision and prevailed against a motion for summary judgment, *Norflet v. John Hancock Life Ins. Co.*, No. Civil No. 3:04cv1099 (D. Conn.).

The Firm has also obtained significant recoveries on behalf of individuals who were illegally strip searched when they were arrested for non-serious crimes including a $7.5 million class action settlement against one New Jersey county (*Hicks v. County of Camden*, Civ. No. 05-1857 (D.N.J.), a $4.5 million settlement against another (*Suggs v. County of Cumberland*, Civ. No. 06-0087 (D.N.J.) and a $4.0 million against a third (*Wilson v. Gloucester County*, Civ. No. 06-1368 (D.N.J.). The Firm is now involved in prosecuting such cases across the country. At the final approval hearing of the Wilson v. Gloucester County settlement, on March 18, 2010, Judge Irenas of the United States District Court for the District of New Jersey stated on the record that "The court already held that class counsel was adequate in the context of class certification. But more than just adequate, class counsel's performance in this case has been exemplary."

Defective Medical Device and Hazardous Drug Litigation

The Firm's attorneys have extensive experience in representing victims of hazardous pharmaceutical drugs (such as Rezulin or Fen/Phen), defective medical devices (such as certain of Guidant's implantable defibrillators), and mass food poisonings (such as peanut butter contamination). We have represented not only individuals but also government agencies for reimbursement claims.

Our attorneys have been lead counsel in a number of such cases. One involved multiple LYMErix vaccine class actions which resulted, as a part of the settlement, in the withdrawal of the from the market - perhaps a unique and unprecedented resolution of a pharmaceutical class action - and which also set forth the terms pursuant to which the company could apply to the Food and Drug Administration to seek any reintroduction of the product. *Cassidy v. SmithKline Beecham*, No. 99-10423 (Ct. Common Pleas, PA state court).

In another national mass tort, one of our attorneys, Seth Lesser, has been serving as one of the co-lead counsel *In re Guidant Corp. Implantable Defibrillators Products Liability Litigation*, MDL No. 05-1708 (DWF/AJB) (D. Minn.), where a $240 million settlement has been obtained for individuals who faced economic and personal injury from defectively designed implantable defibrillators.

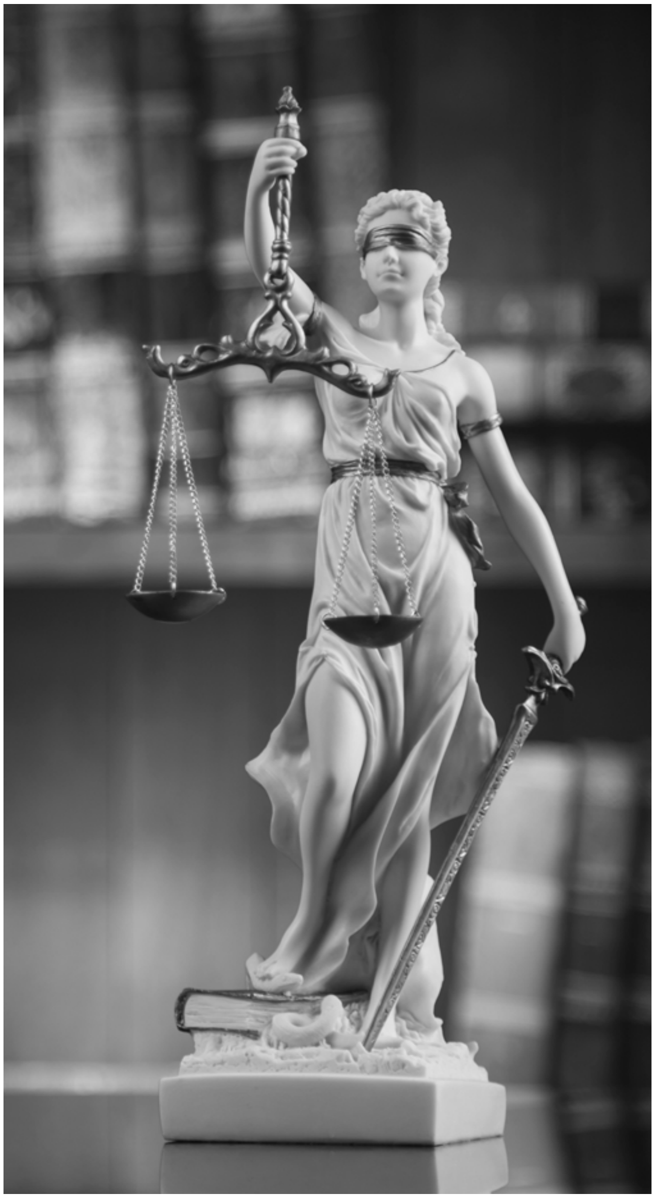
Our lawyers have also acted as the lead New York class counsel in the Fen/Phen diet drug litigation which obtained the first certification under New York law for a medical monitoring class, and acted as the designated New York class counsel in the nationwide multi-billion dollar settlement with American Home Products. We have experience serving on state and federal executive and plaintiffs' steering committees for other mass tort claims and Mr. Lesser has been a co-chair of the American Association for Justice's Food Borne Illness litigation group.

AntiTrust Litigation

The Firm is currently prosecuting, with co-counsel, antitrust claims against Barclays Bank PLC arising from the Federal Energy Regulatory Commission's sanction of it for manipulating four Western electricity trading hubs.

The Firm currently has a role in the *In re Dental Supplies Antitrust Litigation*.

The Firm has had roles in a number of antitrust class actions including *In re Air Cargo Antitrust Litigation*, *In re Hydrogen Peroxide AntiTrust Litigation*, and *In re High Pressure Laminates Antitrust Litigation*.



The Firm's Attorneys

Jeffrey A. Klafter

Jeffrey A. Klafter has over thirty-five years of experience in prosecuting securities, breach of fiduciary duty, and commercial litigation. Mr. Klafter began his legal career with the Antitrust Division of the United States Department of Justice. After spending two years with the DOJ, Mr. Klafter entered private practice. From 1988 until mid-2003, Mr. Klafter was a partner of Bernstein Litowitz Berger & Grossmann LLP. Early in his career, Mr. Klafter was one of the principal lawyers responsible for the prosecution of over 100 defendants to recoup the losses suffered by the purchasers of municipal bonds issued by the Washington Public Power Supply System when it defaulted on those bonds. That litigation resulted in the recovery of over $800 million, one of the largest securities fraud settlements in history. Mr. Klafter has also served as sole or co lead counsel in prosecuting numerous securities class actions on behalf of investors in common stock, municipal bonds, convertible debentures and preferred stock in which hundreds of millions of dollars have been recovered on behalf of investors.

Among the many notable achievements for which he had sole or shared responsibility before forming the Firm with Mr. Olsen are the recovery of $48 million in *In re Independent Energy PLC Securities Litigation*; the recovery of $300 million in In Re: DaimlerChrysler AG Securities Litigation, the decision of the Second Circuit Court of Appeals reversing the district court's dismissal of plaintiffs' complaint in *In re Scholastic Corp. Securities Litigation* and ultimate settlement of that litigation; the recovery with Mr. Olsen of $27.1 million in *In re SmarTalk Teleservices Inc. Securities Litigation*, and a significant recovery on behalf of holders of Sun Oil Company preferred stock in litigation over the indenture governing the stock.

Since forming the Firm, Mr. Klafter has also served as special counsel to lead counsel in the *In re Ahold N.V. Securities & ERISA Litigation*, Civil No.: 1:03-MD-01539-CCB (D. Md.) in which $1.1 billion was recovered on behalf of the class, had a significant role in the prosecution of the Countrywide Financial Corporation Securities Litigation, which settled for $624 million; successfully prosecuted the claims of the Liquidating Trust created by the Bankruptcy Court that approved the bankruptcy plan for ProxyMed, the claims of common shareholders in Living Independent Group, Inc. who did not receive any share of the General Electric Co.'s purchase price of the company, and the claims of investors in IMH Senior Loan Fund whose managers reorganized the Fund for their own benefit to the detriment to the investors.

Mr. Klafter has also been responsible for the prosecution of innovative and diverse litigation successfully challenging Delaware regulations governing the disposal of solid waste on behalf of waste haulers; the laying of fiber optic cable along railroad rights of way on behalf of adjoining landowners; and efforts to impose the cost of Y2K compliance on businesses and medical practices by suppliers of various computer software.

Mr. Klafter is a member of the Bar of the State of New York, the United States District Court for the Southern District of New York, other federal district courts, the Second Circuit Court of Appeals, and the United States Supreme Court. Mr. Klafter is a member of the Securities Law Committee of the Commercial and Federal Litigation Section of the New York State Bar Association; the Class Actions and Derivative Suits Committee of the Litigation Section of the American Bar Association, and is a noted author and lecturer on securities litigation issues.

Seth R. Lesser

Seth R. Lesser practices in the areas of consumer advocacy, mass torts and wage and hour litigation, primarily on behalf of defrauded consumers, businesses and employees. In addition to handling cases at the trial court level, he also has an active appellate practice. He began his career at a large defense firm and subsequently was a partner at two plaintiff-oriented firms, Bernstein Litowitz Berger & Grossmann LLP and the Locks Law Firm. He joined the Firm in August, 2008.

Mr. Lesser is a graduate of Princeton University, A.B., summa cum laude (1983); Oxford University, D.Phil. in Modern History, recipient of a Marshall Scholarship (1985); and Harvard Law School, J.D., magna cum laude, where he was an editor of the Harvard Journal of International Law and of the Harvard Environmental Law Review (1985). In addition, he was the coxswain of the Oxford Blue Boat in the Oxford-Cambridge Boat Race (1984 & 1985).

Since 1995, Mr. Lesser has primarily represented plaintiffs in class and collective actions and mass tort cases. He has been the lead plaintiffs' counsel in dozens of successful class and/or collective actions in the areas of consumer, privacy, mass tort, employment and securities litigation. The cases where he has personally served as plaintiffs' lead counsel have returned in excess of half a billion dollars to clients. Federal Multidistrict Litigation proceedings where he was lead or co-lead counsel have including, among others, MDL-1346 *(In re Amazon-Alexa)* (sole lead); MDL-1352 *(In re Doubleclick)* (co-lead); MDL-1708 *(In re Guidant Implantable Heart Devices)* (co-lead); MDL-1739 *(In re Grand Theft Auto Video Game Consumer Litigation)* (sole lead); MDL-1903 *(In re Pepsico, Inc. Bottled Water Sales Practices)* (sole lead); MDL-2025 *(In re Staples, Inc. Wage & Hour Employment Practices Litig.)* (lead). He has been on numerous MDL Executive/Steering Committees, including, the Executive Committee in MDL-1845 (ConAgra Peanut Butter Products Liability Litigation), and serving as Law & Briefing Co-Chair of the Government Actions Committee in MDL-1657 (Vioxx Products Liability Litigation). Among other things, he was the lead New York class counsel in the Fen/Phen diet drug litigation and in that case obtained the first certification under New York law for a medical monitoring class, and was the New York class counsel in the settlement with American Home Products. In recent years, he has particularly handled numerous wage and hour litigations on behalf of employees denied payment of overtime wages. He was also class counsel in *Perez v. Rent-A-Center* (New Jersey State Court) where a $109 million settlement returned to 100,000 New Jersey consumers over 100% of their out-of-pocket damages.

Mr. Lesser was the National Association of Consumer Advocates' Attorney of the Year in 2005 and is presently Co-Chair of the Board of Directors of that organization. He has been repeatedly recognized by his peers as a Superlawyer, and in two areas: New York class action practice and as one of the top 25 lawyers in Westchester County.

From 1998 through 2001, he served as the representative of the American Council on Consumer Interests to the United Nations. At present, he is on the *Amicus* Committee of the American Association for Justice; is on the Second Circuit Courts Committee of the Federal Bar Council; and is active in the Members Consultative Group of the American Law Institute's Restatement of the Law Third, Restitution and Unjust Enrichment project. He is a member of, *inter alia*, the American Law Institute; the American Bar Association; the Second Circuit Federal Bar Council; the Bar Association of the City of New York; the National Association of Consumer Advocates; the American Association for Justice; and the National Employment Lawyers Association.

Other professional organization appointments have included being the Chair of American Bar Association's Business Law Section's Environmental Litigation Subcommittee (1995-2002); the Co-Chair of the ABA's Business Law Section's Annual Review of Litigation (1995-1998); a member of the New York City Bar Association's Committees on Consumer Affairs (1995-1998) and Federal Courts (1998-2001); a member of the Federal Bar Council's Second Circuit Courts Committee (2006 to date); and Co-Chair of the American Association for Justice's Food-borne Illness Litigation Group (2007 to date). He also was the Chair of the National Association of Securities and Consumer Attorneys Consumer Committee from 2003 to 2005. He was asked to draft revisions to New York State's class action law (2002-2003; Report, 2003), as well as having been involved in the drafting of numerous recommendations, testimony, reports, and other materials for various professional organizations. His election to the American Law Institute was in 2008. In addition, Mr. Lesser is on the Editorial Advisory Board of the *Class Action Law Monitor*.

Mr. Lesser is the member of the bars of New York, New Jersey and the District of Columbia as well as nine United States District Courts, nine federal Courts of Appeal and the United States Supreme Court.

Christopher M. Timmel

Christopher M. Timmel is an associate and a member of the bar of New York. His practice focuses on securities fraud and wage and hour class action litigation. Prior to joining the firm, Mr. Timmel worked at two nationally recognized law firms in New York, where his practice focused on private Section 10(b) and Rule 10b-5 litigation.

Mr. Timmel is a graduate of Dartmouth College and the University of Virginia School of Law, where he was sat on the Editorial Board of the Virginia Environmental Law Journal. He is also a graduate of Regis High School in New York City.

Sarah Sears

Sarah Sears is an Associate of Klafter Lesser LLP and a member of the bar of New York. Prior to joining the firm, Sarah was a litigation associate at a boutique firm in New York City with a concentration on commercial litigation and intellectual property. She also previously worked as a legal fellow in the Office of the General Counsel at NPR, where she concentrated on content licensing, copyright law, corporate governance and privacy law.

Ms. Sears graduated *cum laude* from Skidmore College with a double major in political science and international affairs and received her J.D. from Georgetown University Law Center.

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EXHIBIT 2

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA

SHARON MCREE, *on behalf of herself and all others similarly situated,* Plaintiff, v. CarePartners HHA, LLLP, CarePartners Rehab Hospital, LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC Defendants.	Case No. 1:24-cv-00128-MOC-WCM

DECLARATION OF PLAINTIFFS' COUNSEL
RYAN A. WINTERS OF SCOTT & WINTERS LAW FIRM, LLC

I, Ryan A. Winters, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my personal knowledge, information, and belief:

INTRODUCTION

1. I am an attorney and partner at **SCOTT & WINTERS LAW FIRM, LLC** ("S&W" or "Plaintiffs' Counsel") and I am personally familiar with my firm's involvement in this litigation

2. I am one of the attorneys representing Plaintiffs Sharon McRee, *et. al,* who have filed this matter against Defendants CarePartners HHA, LLLP, CarePartners Rehab Hospital,

LLC, MH Angel Medical Center, LLLP, MH Asheville Specialty Hospital, LLC, MH Blue Ridge Medical Center, LLLP, MH Eckerd Living Center, LLLP, MH Highlands-Cashiers Medical Center, LLLP, MH Hospital Manager, LLC, MH Mission Hospital McDowell, LLLP, MH Mission Hospital, LLLP, MH Mission Imaging, LLLP, MH Transylvania Regional Hospital, LLLP, Mission Health Community Multispecialty Providers, LLC, and Mission Health Partners, LLC (collectively "Defendants").

3. This declaration addresses S&W's experience in complex litigation, including wage-and-hour litigation arising under the Fair Labor Standards Act and analogous state laws.

S&W's Wage & Hour Experience

4. I, Attorney **Ryan A. Winters**, graduated from the University of Iowa, College of Law in 2010. I am admitted to practice law in the State of Ohio, the United States Court of Appeals for the Sixth Circuit, the United States District Court for the Northern District of Ohio, the United States District Court for the Southern District of Ohio, the United States District Court for the Eastern District of Michigan, the United States District Court for the Western District of Michigan, the United States District Court for the Northern District of Illinois, and the United States District Court for the District of North Dakota. I have approximately 15 years of civil litigation experience, and I have presented on wage and hour issues to other lawyers for Continuing Legal Education.

5. My professional career has been focused on employment litigation generally, and wage and hour civil litigation specifically.

6. I have served as co- and/or lead-counsel in over 150 wage and hour matters, including matters brought in the United States District Court for the Northern District of Ohio, the United States District Court for the Southern District of Ohio, the United States District

Court for the Eastern District of Michigan, the United States District Court for the Western District of Pennsylvania, the United States District Court for the Western District of Michigan, the United States District Court for the Northern District of Illinois, the United States District Court for the District of North Dakota, the United States District Court for the District of Massachusetts, the United States District Court for the District of Utah, the United States District Court for the District of Minnesota, the United States District Court for the Southern District of Iowa, the United States District Court for the Northern District of New York, the United States District Court for the Southern District of New York, the United States District Court for the Western District of North Carolina, the United States District Court for the District of Connecticut, the United States District Court for the District of New Jersey, and the Cuyahoga County Court of Common Pleas.

7. Attorney **Joseph F. Scott** is a partner at S&W. Attorney Scott graduated from the University of Akron, School of Law where he was a member of the Law Review in May, 1985. He subsequently passed the Ohio Bar examination and was admitted to the practice of law in the State of Ohio in November 1985. He was further admitted to the United States District Court for the Northern District of Ohio in December 1985 and the United States Sixth Circuit Court of Appeals in January 1986. He is also admitted to practice before the United States District Court for the Southern District of Ohio, the United States District Court for the District of North Dakota, the United States District Court for the Western District of Michigan, the United States District Court for the Northern District of Illinois, and the United States District Court for the Eastern District of Michigan.

8. Attorney Scott's career has been focused on civil litigation. He has a wide range of experience conducting civil jury trials in both state and federal courts including matters

concerning employment litigation, torts, wrongful death, construction law, federal civil rights litigation, and matters asserting claims under the Fair Labor Standards Act. Attorney Scott has served as lead counsel in over 200 matters brought in federal and state courts. He has also served as co- and/or lead counsel in matters brought in the United States District Court for the Northern District of Ohio, the United States District Court for the Southern District of Ohio, the United States District Court for the Northern District of Illinois, the United States District Court for the Western District of Michigan, the United States District Court for the District of North Dakota, and the United States District Court for the Eastern District of Michigan, and has obtained pro hac vice admission in various federal courts, including in the United States District Court for the District of Columbia, the United States District Court for the District of Minnesota, the United States District Court for the Southern District of Indiana, the United States District Court for the Southern District of New York, the United States District Court for the Southern District of Iowa, the United States District Court for the District of Utah, the United States District Court for the District of Massachusetts, the United States District Court for the Northern District of New York, the United States District Court for the Western District of New York, the United States District Court for the District of Connecticut, the United States District Court for the District of New Jersey, the United States District Court for the Western District of North Carolina, and the United States District Court for the Western District of Pennsylvania.

9. Attorney **Kevin M. McDermott II** is a partner at S&W. Attorney McDermott is a graduate of Cleveland-Marshall College of Law and was admitted to practice law by the Ohio Supreme Court in November, 2013. Attorney McDermott has approximately 12 years of civil litigation and wage and hour experience. He is also admitted to practice before the United States Court of Appeals for the Sixth Circuit, the United States District Court for the Northern District

of Ohio, the United States District Court for the Southern District of Ohio, the United States District Court for the Northern District of Illinois, the United States District Court for the Eastern District of Michigan, the United States District Court for the Western District of Michigan, the United States District Court for the Western District of Pennsylvania, and the United States District Court for the District of North Dakota, and has obtained pro hac vice admission in various federal courts, including in the United States District Court for the Southern District of Iowa, the United States District Court for the District of Minnesota, the United States District Court for the District of Connecticut, the United States District Court for the District of Massachusetts, the United States District Court for the District of Utah, the United States District Court for the Northern District of New York, the United States District Court for the Western District of New York, the United States District Court for the District of New Jersey, the United States District Court for the Western District of North Carolina, and the United States District Court for the Southern District of New York.

10. Attorney McDermott's professional career has been focused on employment litigation generally, including wage and hour civil litigation specifically. Attorney McDermott began working on wage and hour litigation immediately upon starting practice. He frequently represents individuals and groups of employees in class, collective and individual wage and hour actions. Attorney McDermott has served as co- and/or lead-counsel in over 120 wage and hour matters brought in federal and state courts. He has briefed and won before Ohio's Eighth District Court of Appeals and the United States Court of Appeals for the Sixth Circuit in employment matters involving unpaid wages. Attorney McDermott has also served as a mediator through the United States District Court for the Southern District of Ohio's Attorney-Based Mediation Program.

11. Representative matters involving claims primarily arising under the Fair Labor Standards Act and/or analogous state laws in which members of our firm have served as counsel include, but are not limited to, the following:

- *McKnight v. Erico Int'l Corp.*, No. 1:21-cv-01826, 2023 U.S. Dist. LEXIS 25981, at *19 (N.D. Ohio Feb. 8, 2023) ("…Scott & Winters' attorneys—Ryan A. Winters, Joseph S. Scott, and Kevin McDermott, II—have 'extensive experience in complex civil wage litigation,' including Rule 23 class actions") (class action settlement);

- *Rapp v. Forest City Techs., Inc.,* No. 1:20-cv-2059, 2021 U.S. Dist. LEXIS 131540, at *35 (N.D. Ohio July 15, 2021) (N.D. Ohio July 15, 2021) ("Plaintiffs' counsel are competent and experienced in class and collective wage-and-hour litigation… Plaintiff's Counsel have met the requirements of Rule 23(g) and are therefore appointed Class Counsel as to the Rule 23 Subclasses. Plaintiffs' motion as to appointment of Class Counsel is therefore **GRANTED**") (Rule 23 class / § 216(b) conditional certification order);

- *Macaluso v. Zirtual Startups, LLC*, United States District Court for the Southern District of Ohio, Case No. 2:19-CV-3616, 2021 U.S. Dist. LEXIS 154243, at *18-19 (Aug. 17, 2021) ("In particular, Plaintiff's counsel [S&W] brings substantial collective experience in litigating claims under FLSA. [] Counsel zealously advocated for the Opt-In Plaintiffs' interests throughout the entirety of this litigation") (collective action settlement);

- *Wright v. Premier Courier, Inc.,* S.D.Ohio No. 2:16-cv-420, 2018 U.S. Dist. LEXIS 140019, at *18-19 (Aug. 17, 2018) ("Class Counsel have extensive experience in class action litigation similar to this action… the hours expended and time records submitted by Class Counsel further underscore their competency and efficient handling of this matter, favoring approval.") (class action settlement);

- *Gilbo v. Agment, LLC,* 831 F.App'x 772 (6th Cir.2020) (Affirming FLSA / state law liability and damages summary judgment decision in plaintiffs'-clients' favor);

- *Vance v. Village of Highland Hills*, 6th Cir. No. 21-3066, 2021 U.S. App. LEXIS 32156, at *4-5 (Oct. 26, 2021) (affirming judgment in plaintiff's-client's favor);

- *Herb v. Homesite Grp. Inc.*, No. 1:22-cv-11416-JEK, 2024 U.S. Dist. LEXIS 135170 (D. Mass. July 31, 2024) (collective action settlement);

- *Estrella v. Gupta*, 8th Dist. Cuyahoga No. 105999, 2018-Ohio-589 (affirming judgment in plaintiff's-client's favor in wage litigation);

- *Ulm v. Artemis Care LLC*, No. 5:23-cv-213, 2024 U.S. Dist. LEXIS 6378, at *2 (N.D. Ohio Jan. 12, 2024) (collective action settlement);

- *Noland-Moore v. City of Cleveland*, United States District Court for the Northern District of Ohio, Case No. 1:18-CV-2730 (class action settlement);

- *Clarke v. Revenue Assistance Corporation*, United States District Court for the Northern District of Ohio, Case No. 1:16-CV-1667 (class action settlement);

- *Ellis, et al., v. CA Restaurant Group, LLC*, United States District Court for the Northern District of Ohio, Case No. 1:18-cv-01058 (class action settlement);

- *Alward v. Marriott International, Inc.,* United States District Court for the Northern District of Ohio, Case No. 1:18cv2337 (class action settlement);

- *Ferguson v. DIRECTV, LLC et al*., United States District Court for the Northern District of Ohio, Case No. 1:15-cv-02636 (class action settlement) (employment FCRA case);

- *Durr v. Lady Jane's Haircuts for Men Holding Company, et al.,* United States District Court for the Southern District of Ohio, Case No. 2:17-cv-00971; *Siroka/Griffin v. Lady Jane's Hair Cuts for Men Holding Company, LLC*, United States District Court for the Eastern District of Michigan, Case No. 3:18-cv-11075 (consolidated cases) (collective action settlement);

- *Goldsmith v. Ball, Bounce and Sport, Inc.*, United States District Court for the Northern District of Ohio, Case No. 1:17-cv-00341 (class action settlement);

- *Brown v. Speed North America, Inc.,* United States District Court for the Northern District of Ohio, Case No. 5:20-cv-02535 (class action settlement);

- *Gunter v. Diamond Technical Services, Inc.,* United States District Court for the Western District of Pennsylvania, Case No. 2:20-cv-01428 (class action settlement);

- *Halcomb, Jr. v. Taiho Corporation of America*, United States District Court for the Northern District of Ohio, Case No. 3:21cv1372 (collective action settlement);

- *Coffman v. AM Communications, Inc., et al., Howell v. Field Management Group LLC et al.,* United States District Court for the Northern District of Ohio, consolidated Case Nos. 1:21cv190 and 1:21cv637 (collective action settlement);

- *Green v. Mercy Home Healthcare Services, LLC, et al.,* United States District Court for the Northern District of Ohio, Case No. 1:21-cv-01166 (collective action settlement);

- *King v. Bailey's Quality Plumbing and Heating LLC, et al*., United States District Court for the Northern District of Ohio, Case No. 5:20-cv-00571 (collective action settlement);

- *Nagy v. Forest City Technologies, Inc. et al.,* United States District Court for the

Northern District of Ohio, Case No. 1:19cv2290 (class action settlement);

- *Pop v. Permco, Inc. et al.,* United States District Court for the Northern District of Ohio, Case No. 5:19cv659 (collective action settlement);
- *Westfall v. Technology Install Partners, LLC*, United States District Court for the Northern District of Ohio, Case No. 1:17-cv-1026 (collective action settlement);
- *Marks v. Xcel Healthcare Providers Inc., et al.,* United States District Court for the Northern District of Ohio, Case No. 1:17-cv-1541 (collective action settlement);
- *Diaz, et al. v. New Work City, Inc., et al.,* United States District Court for the Northern District of Ohio, Case No. 5:16-cv-2319 (collective action settlement);
- *Mandour v. Newman Technology, Inc*., United States District Court for the Northern District of Ohio, Case No. 1:13-CV-1222 (collective action settlement);
- *Hodges v. Salvanalle, Inc., et al*., United States District Court for the Northern District of Ohio, Case No. 1:12-CV-02851(collective action settlement);
- *Arocho v. Crystal Clear Building Services, Inc., et al*., United States District Court for the Northern District of Ohio, Case No. 1:12-CV-2186 (collective action settlement);
- *Pearson v. CSK Auto, Inc*., United States District Court for the Northern District of Ohio, Case No. 1:12-CV-2905 (collective action settlement);
- *Walker, et al. v. Reliable Runners Courier Service, Inc*., United States District Court for the Northern District of Ohio, Case No. 1:15-CV-00760 (collective action settlement);
- *Graybill v. KSW Oilfield Rental, LLC*, United States District Court for the Southern District of Ohio Case No. 2:15-CV-2462 (class action settlement); and
- *Terry, et al. v. ProMark Contracting, LLC, et al.*, United States District Court for the Northern District of Ohio, Case No. 1:14-CV-2542 (wage action jury trial resulting in judgment for plaintiff-client; granting S&W's request for attorney fees and costs).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 25, 2025

s/ Ryan A. Winters

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