

Yolanda Callister, Nancy Gladsjo, and Kendall Wallace v. Swedish Health Services  
c/o Apex Class Action LLC  
PO Box 54668  
Irvine, CA 92619

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**SUPERIOR COURT OF THE STATE OF WASHINGTON  
KING COUNTY**

**Notice of Class Action Settlement**

- Swedish and Swedish Edmonds (collectively, “Swedish”) have been named in a lawsuit for unpaid wages (“Lawsuit”). The Court previously certified two classes for trial in this matter. You are receiving this Notice because Swedish’s records indicated you were eligible to be included in at least one of the classes, and you did not previously exclude yourself from the Lawsuit.
- The Lawsuit alleges that Swedish violated Washington state laws, among other things, regarding timeclock rounding and second meal periods. Swedish has denied those claims.
- The parties to the Lawsuit have reached a Class Action Settlement (the “Settlement”). The Settlement will include a payment by Swedish of \$86,000,000.00, subject to certain required deductions. The Court has issued an order preliminarily approving the parties’ Settlement and this Notice.
- As a class member, you are entitled to receive money as part of the Settlement. You do not need to do anything to claim your share—you will receive it automatically. As a Class Member, you also have the right to comment on or object to the Settlement. The purpose of this Notice is to advise you of the Settlement and your rights regarding the Settlement.

**Any questions? Read the rest of this notice.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	<b>Receive Settlement payment. Give up certain rights.</b> By doing nothing, you will receive a share of the Settlement proceeds if the Court approves the Settlement. You will be bound by the Settlement, including the Release of Claims.
<b>OBJECT</b>	<b>Challenge the Settlement terms.</b> You may object and tell the Court why you don’t want the Settlement to be approved. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. The deadline to object is August 7, 2026.
<b>COMMENT</b>	<b>Comment on the Settlement.</b> You may also comment on any aspect of the Settlement. The deadline to receive comments is August 7, 2026.

- **Any questions? Read the rest of this Notice.**

**BASIC INFORMATION**

**1. Why did I get this Notice?**

The parties to the case have reached a proposed Settlement. The Court has issued an order preliminarily approving the Settlement. That order also directed that this Notice be sent to all Class Members who did not previously exclude themselves from the Lawsuit to inform you about the proposed Settlement and your rights before the Court decides whether to finally approve the Settlement. The Court will decide whether to approve the Settlement during a Final Approval Hearing that will occur on September 18, 2026. If the Court approves the Settlement, payments will be made to eligible Class Members.

**2. Who are the Parties and What is the Lawsuit About?**

This Lawsuit was brought by Yolanda Callister, Nancy Gladsjo, and Kendall Wallace, three individuals who are current or former employees of Swedish. They are the Plaintiffs in this Lawsuit. The Court appointed them to act as the Class Representatives in this case. The Court also appointed HKM Employment Attorneys LLP, Stutheit Kalin LLC, and Breskin Johnston Trial Lawyers PLLC as attorneys for Plaintiffs and

*Questions? Please contact the Settlement Administrator (800) 355-0700*

the Class Members. These law firms will be called Class Counsel in this Notice. The Class of Plaintiffs is made up of two separate Classes, defined as follows:

**Rounding Class:** This Class is defined as all hourly, non-exempt Swedish employees who worked at any one of Swedish’s Ballard, Cherry Hill, Edmonds, First Hill, Issaquah, or Redmond hospitals and who used Swedish’s electronic timekeeping system to track their hours at any time within the period beginning December 20, 2018 to July 5, 2023, who had their time rounded and that rounding resulted in underpayment for time worked in the aggregate.

**The “Second Meal Class”:** This Class is defined as all hourly, non-exempt Swedish employees who worked more than 10 hours in a shift at any of Swedish’s Ballard, Cherry Hill, Edmonds, First Hill, Issaquah, or Redmond hospital at any time within the period beginning December 9, 2018 to July 5, 2023, and worked more than 10 hours without a first or second meal period and more than 10.5 hours with a first but not second meal period.

You are receiving this Notice because Swedish’s records indicated that you met the definition of one or both of the classes. In August 2023, you were given Notice of your membership in one or both of the classes and given an opportunity to exclude yourself from the Lawsuit.

The entities being sued in this case are Swedish Health and Services dba Swedish Medical Center and Swedish Edmonds (“Swedish”). They may be referred to as the Defendants.

Among other things, Plaintiffs allege that Swedish’s timeclock rounding policy, over time, did not comply with Washington state law and that, as a result, its non-exempt employees were not fully paid for all time that they worked. The Plaintiffs also allege that, during the time period in question, Swedish did not provide legally compliant second meal periods when its hourly employees worked more than 10 hours in a shift. Plaintiffs further allege that Swedish’s violations of Washington laws were willful and thus require double damages.

Swedish has denied those claims.

### **3. Why is there a Settlement?**

The parties agreed to this Settlement to resolve disputed claims without the need for a trial or appeals from the results of a trial. This guarantees that the employees allegedly affected by the challenged practices will be entitled to compensation now with no risk of loss at trial or on appeal. Class Counsel thinks the Settlement is best for everyone in the Class.

### **4. What does the Settlement Provide?**

The proposed Settlement is not an admission of liability by Defendants. Throughout the course of litigation, Defendants have denied and continue to deny any liability or wrongdoing, or that any compensable injury arose out of any of the allegations in the Lawsuit. Defendants contend that they have complied with all applicable laws and regulations.

#### **a. Overall summary of Settlement terms**

Swedish will pay \$86,000,000.00 to settle this case (the “Settlement Amount”). From that amount, Class Counsel will request payment of their attorneys’ fees, not to exceed 30% of the Settlement Amount, as well as reimbursement of costs actually incurred in litigating, plus a service award for the Class Representatives to compensate them for their time and energy in pursuing this lawsuit of up to \$25,000.00 each. The costs of administering the Settlement are estimated to be \$89,000.00, and they will also come out of the \$86,000,000.00 Settlement. The employer’s portion of the payroll taxes will also come out of the Settlement Amount. The final amounts of the payments to Class Counsel, the Class Representatives, and for administration costs are subject to Court approval.

If the Court approves these payments, the remainder of the Settlement Amount (estimated to be nearly \$60,000,000.00) and called the “Net Settlement Fund”) will be distributed to the Participating Class Members. 10% of the Net Settlement Fund will be allocated to claims for unpaid wages due to timeclock rounding. 90% of the Net Settlement Fund will be allocated to claims for missed second meal periods.

#### **b. Calculation of individual Class Member payments**

The Net Settlement Fund will be distributed to all Participating Class Members according to a formula agreed to by the parties.

If you are a member of the Rounding Class, you will receive a payment in proportion to the amount of net time that rounded to Swedish’s favor as a result of timeclock rounding, treating all clocked time as worked time.

If you are a member of the Second Meal Period Class, you will receive a payment in proportion to the number of shifts in excess of ten hours that you worked at Swedish within the Class Period.

You may be a member of both classes.

In sum, if the Settlement is approved, each Class Member will automatically receive a payment, calculated using Swedish’s employment records (less all required tax withholdings and deductions).

#### **How can I expect to receive my payment?**

You will be paid your calculated share of the Net Settlement Fund. A check will be mailed to your address on record within approximately forty-five (45) calendar days after the Settlement Effective Date, which is the later date of the following: (1) the date that the time expires for filing an appeal from or otherwise seeking appellate review of the Court’s final approval of the Settlement and entry of a final judgment; and (2) if an appeal is timely filed or other appellate review is sought, the date that the Final Judgment is finally affirmed and all other means of appellate review have been exhausted or have expired.

**c. Applicable tax withholding and responsibility for taxes**

According to the Settlement, payments to Class Members will be allocated for tax purposes as follows: 25% of each payment will be deemed wages, from which taxes will be deducted, and 75% will be deemed interest and liquidated damages, with no taxes deducted from such portion.

Class Members will be responsible for the tax consequences of all payments they receive, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The attorneys in this case cannot provide and will not provide any advice regarding tax obligations. You may want to seek tax advice from your own tax advisor as to any amounts you receive pursuant to the Settlement.

**d. Attorneys' fees and costs for Class Counsel**

The Court approved the following law firms as Class Counsel:

**HKM Employment Attorneys LLP**

Jason A. Rittereiser, Esq.  
600 Stewart Street, Suite 901  
Seattle, Washington 98101  
jrittereiser@hkm.com

**STUTHEIT KALIN LLC**

Peter Stutheit, Esq.  
208 SW 1<sup>st</sup> Ave., Suite 260  
Portland, Oregon 97204  
peter@stutheitkalin.com

**Breskin Johnson Trial Lawyers PLLC**

Daniel Johnson, Esq. Cynthia Heidelberg, Esq.  
506 2<sup>nd</sup> Avenue, Suite 2400  
Seattle, WA 98104  
djohnson@bjtlawyers.com  
cheidelberg@bjtlawyers.com

You do not need to pay any portion of Class Counsel's attorneys' fees or costs yourself. All payments for those attorneys' fees and costs will be paid from the Settlement Amount. Class Counsel will seek reimbursement of the costs they actually incurred in litigating this case, which are currently reasonably estimated to be \$300,000.000. Class Counsel will also request that the Court award attorneys' fees of up to 30% of the Settlement Amount. Any amounts not approved by the Court will be added to the Net Settlement Fund and will be distributed to Class Members.

If you have questions about the Settlement, you may contact the Settlement Administrator whose information is provided at the end of this Notice.

**e. Settlement administration costs**

The costs of administering the settlement are estimated to be \$89,000.00 and will be paid out of the Settlement Amount and will reduce the Net Settlement Fund.

**YOUR OPTIONS AND RIGHTS**

**5. What are my options?**

**a. Do nothing**

You do not have to do anything to receive your share of the settlement. You will receive your Settlement payment automatically if the Settlement is approved by the Court. You will be bound by the Settlement, which means that you will release and be unable to bring your own lawsuit against Swedish for any allegations made or that could have been made in the Lawsuit (see paragraph 6 for the Release of Claims).

**b. Object or Comment**

You may object to or comment about the Settlement by mailing a written objection or comment to the Settlement Administrator or providing one at the website [www.apexclassaction.com/swedishhealth](http://www.apexclassaction.com/swedishhealth).

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The objection or comment must contain (1) your name, (2) your address, (3) your signature, (4) the reason for your objection/comment, and (5) the case name, Callister v. Swedish. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement.

**6. Released Claims – What does the Settlement give up?**

As part of the Settlement, Class Members will irrevocably release and discharge Swedish and all of their affiliated agents, owners, employees, officers, directors, partners, trustees, representatives, shareholder members, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under

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common control with Defendants or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos; and all of their respective past, present, and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns (the “Released Parties”) from any claims that were alleged in the Action or that could have been alleged in the Action based on or arising from the facts or circumstances alleged in the Action during the Rounding Settlement Class Period or Second Meal Period Settlement Class Period, including federal, state, and local claims based on common law, contract, statutes, ordinances, regulations, or other legal or equitable basis, including any and all associated liquidated damages, attorneys’ fees, costs, and interest related to or arising from those claims, whether founded on state, federal or local law (the “Released Claims”). The foregoing release excludes claims that are not asserted and that could not be asserted based on the facts and circumstances alleged in the Action, including claims for periods after then end of the Rounding Settlement Class Period and Second Meal Period Settlement Class Period, and any claims that may not be lawfully released under the Settlement with Court approval.

#### GETTING MORE INFORMATION

#### 7. More Information

This Notice only summarizes the Lawsuit, the Settlement, and related matters. For more information, please contact the following Court-approved neutral third-party Settlement Administrator:

**Callister v. Swedish**  
**c/o Apex Class Action Administration**  
**PO Box 54668**  
**Irvine, CA 92619**  
**Toll free telephone number: (800)-355-0700**

The pleadings and other records regarding this Lawsuit, including the Settlement Agreement, may also be obtained by contacting the Settlement Administrator. You may also inspect the Court files at the King County Superior Court, 516 Third Avenue, Seattle, Washington 98104, during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.



You may also obtain additional information by visiting the website [www.apexclassaction.com/swedishhealth](http://www.apexclassaction.com/swedishhealth).

PLEASE DO NOT TELEPHONE THE COURT OR CONTACT SWEDISH, SWEDISH MANAGERS, OR SWEDISH’S ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE PAYMENT PROCESS. They will not be able to provide information to assist you.