

## **SETTLEMENT AGREEMENT**

Subject to the approval of the Superior Court for the State of Washington, in and for the County of King at Seattle, Plaintiffs Yolanda Callister, Kendall Wallace and Nancy Gladsjo (“Plaintiffs”), individually and on behalf of all Class Members, as defined herein, and Defendant Swedish Health Services, dba Swedish Medical Center, and Swedish Edmonds (“Defendants”) agree to the terms of this joint settlement agreement and release (the “Settlement”).

### **I. RECITALS**

1. On December 9, 2021, Yolanda Callister, Kendall Wallace and Alexander Martinez filed suit against Defendants.

2. On December 20, 2021, Nancy Gladsjo filed suit against Defendants.

3. On January 27, 2022, Yolanda Callister, Kendall Wallace, Alexander Martinez and Nancy Gladsjo consolidated their claims against Defendants by filing an Amended Complaint, on their own behalf and on behalf of all others similarly situated. On April 4, 2023, Alexander Martinez’s individual claims were dismissed without prejudice.

4. The Parties, through their attorneys, engaged in extensive discovery and litigation, including multiple sets of interrogatories, requests for production, and depositions on both sides. Defendants produced employment policies, class-wide time and pay data, and other documents related to Plaintiffs’ claims and Defendants’ defenses. Plaintiffs also prevailed on a motion for summary judgment on liability.

5. 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 Action. Defendants contend that they have complied with all applicable laws and regulations.

6. On January 12, 2026, the Parties conducted a full-day mediation with mediator Lou Peterson. The parties were unable to come to resolution on the terms of a settlement during the mediation. On January 22, 2026, the Parties accepted Mr. Peterson's mediator's proposal and were able to reach an agreement on the material terms of the Settlement.

7. Defendants will not dispute that the Settlement is fair, reasonable, and adequate under the circumstances, taking into account litigation risks and costs of defense.

8. Class Counsel represent that they have conducted a thorough investigation into the facts of this Action and have diligently pursued an investigation of the Settlement Class Members' claims against Defendants, including engaging in pre-mediation investigation and extensive discovery, reviewing substantial data and documents, retaining an expert to calculate the alleged damages in the case, researching the applicable law and potential defenses, and engaging in motions practice related to the same. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable and adequate, and is in the best interests of Settlement Class Members in light of all known facts and circumstances, including the risk of protracted litigation and the inherent uncertainty of a potential damages trial and appellate issues.

9. This Settlement represents a compromise of materially disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendants that Plaintiffs' claims in the Action have merit.

10. The entry of Final Judgment in this Action shall dismiss the Action with prejudice in its entirety, with each Party bearing its own fees, costs, and expenses except as provided in provided in the Settlement and with the Court retaining jurisdiction solely to enforce the terms of the Settlement.

## II. DEFINITIONS

*For the purposes of the Settlement, the Parties agree to the following defined words and phrases:*

11. “Action” shall mean the civil action currently pending in King County Superior Court entitled “Yolanda Callister, Nancy Gladsjo, and Kendall Wallace v. Swedish Health Services, a Washington Nonprofit Corporation, dba Swedish Medical Center, and Swedish Edmonds, a Washington Nonprofit Corporation,” Case No. 21-2-16148-7 SEA.

12. “Check Cashing Period” shall mean the 90-day period commencing the date on which the Individual Settlement Payments are mailed to the Settlement Class Members. After the 90-day Check Cashing Period, any uncashed proceeds shall be dispersed as set forth in Paragraph 32, below.

13. “Class Counsel” shall mean Jason A. Rittreiser of HKM Employment Attorneys LLP, Peter Stutheit of Stutheit Kalin LLC, and Dan Johnson and Cynthia Heidelberg of Breskin Johnson Trial Lawyers PLLC.

14. “Settlement Class Member” shall mean Plaintiffs and any individual who is a member of one of the two certified classes in the Action. The Settlement Class is made up of two separate classes, which are defined as follows:

(a) Rounding Class: All hourly, non-exempt Swedish employees who worked at any one of Swedish’s Ballard, Cherry Hill, Edmonds, First Hill, Issaquah, or Redmond locations 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. All payments under this Agreement will be calculated for Rounding Class Members using hours worked through October 7, 2023.

(b) Second Meal Class: 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 locations 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. All payments under this Agreement will be calculated for Second Meal Class Members using hours worked through December 14, 2023.

Defendants' business records produced in the litigation revealed there are approximately 9,539 members of the Rounding Class, and 12,458 members of the Second Meal Class.

15. "Response Deadline" shall mean the date by which objections must be postmarked and/or received by the Settlement Administrator if any Settlement Class Member wishes to file an objection to the Settlement.

16. "Individual Settlement Payment" shall mean the amount of money allocated to each Settlement Class Member pursuant to Paragraph 35 of this Settlement Agreement.

17. "Rounding Settlement Class Period" shall mean the period of December 20, 2018 to October 7, 2023.

18. "Second Meal Period Settlement Class Period" shall mean the period December 9, 2018, to December 14, 2023.

19. "Class Representatives," "Plaintiffs" and "Named Plaintiffs" shall mean Yolanda Callister, Nancy Gladsjo and Kendall Wallace.

20. "Court" shall mean the Superior Court for the State of Washington, in and for the County of King at Seattle.

21. “Defendants” shall mean Defendants, Swedish Medical Center and Swedish Edmonds.

22. “Final” shall mean the later of (i) expiration of the time for filing an appeal from or otherwise seeking appellate review of the Final Judgment; or (ii) 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.

23. “Final Judgment” shall mean the Order granting final approval of the class action Settlement entered by the Court.

24. “Gross Settlement Amount” shall mean the all-inclusive settlement amount of \$86,000,000.00 (Eighty-Six Million Dollars and No Cents) that Defendants will be obligated to pay in connection with the Settlement, including the amount of Defendants’ portion of any required taxes on wage payments to Settlement Class Members. The Gross Settlement Amount also includes all administrative costs, Class Representative Payments, and Class Counsel’s attorneys’ fees and costs.

25. “Net Settlement Fund” (or “NSF”) shall mean the balance of the Gross Settlement Amount available for allocation to individual Settlement Class Members after deduction of all Court-approved costs associated with the Settlement, including all payments to Class Counsel for attorneys’ fees and costs, any payments to the Settlement Administrator for settlement administration fees, Defendants’ portion of payroll taxes, and any Class Representative Payments. The NSF shall be allocated to Settlement Class Members as Individual Settlement Payments as follows:

- (a) Ninety percent (90%) of the NSF shall be allocated to the Second Meal Period Class.

(b) Ten percent (10%) of the NSF shall be allocated to the Rounding Class.

26. “Notice” shall mean the Notice of Class Action Settlement, attached hereto as **Exhibit A**. It is the Notice, approved by the Parties and subject to Court approval, which the Settlement Administrator will mail to each Settlement Class Member explaining the terms of the Settlement.

27. “Parties” shall mean Settlement Class Members, Class Representatives, and Defendants, and “Party” shall mean any one of the Parties.

28. “Settlement” shall mean this settlement agreement between the Parties, which, with Court approval, is intended to provide the terms relevant to the resolution of the Action with regard to all Settlement Class Members.

29. “Settlement Administrator” shall mean the Settlement Administrator that the Parties mutually select to perform the duties set forth in this Settlement, subject to the Court’s approval. The Settlement Administrator in this case is Apex Class Action Administration and the mailing address is 18 Technology Dr, Irvine, CA 92618

30. “Settlement Effective Date” will be the later of (i) the date that the time for filing an appeal from or otherwise seeking appellate review of the Final Judgment expires; or (ii) 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.

31. “Second Meal Eligible Shifts” are shifts (a) with more than 10 hours of recorded work time according to Defendants’ Kronos records (b) worked by Second Meal Period Class Members, (c) during the Second Meal Period Class Period, in which (d) Kronos records do not indicate a second meal period was taken.

**III. TERMS OF SETTLEMENT**

32. Gross Settlement Amount: The Gross Settlement Amount under this Settlement is \$86,000,000.00 as defined above.

(a) Checks Cashed Process: Settlement Class Members will receive a check pursuant to this Settlement as set forth under Paragraph 35.

(b) Use of Uncashed Checks to Resolve Valid Claims of Erroneous Exclusion from the Class: At the conclusion of the 90 day check cashing period, any amounts associated with Settlement Class Members' uncashed checks will be held by the Settlement Administrator for a period of one year in an interest-bearing account to be used to resolve valid claims of erroneous exclusion from the Settlement Class (if any) from Defendants' employees or former employees and/or to reissue checks that were lost. Any amounts remaining after payment of such claims shall be treated as residual funds and distributed, with Court approval, to the Parties' agreed cy pres recipient, Legal Foundation of Washington. If the remaining funds are insufficient to satisfy any valid claims of erroneous exclusion, the cost of satisfying those claims will be borne by Defendants.

(c) Settlement Administrator Payment: The actual fees and expenses of the Settlement Administrator, reasonably estimated to be \$88,930.00 shall be paid out of the Gross Settlement Amount.

33. Class Counsel's Attorneys' Fees and Costs: Defendant will not oppose Class Counsel's request to the Court for approval of a total for attorneys' fees and costs in an amount that does not exceed 30% of Gross Settlement Amount, plus Class Counsel's actual litigation costs, to be paid out of the Gross Settlement Amount. Class Counsel's attorneys' fees and costs include all attorneys' fees and expenses incurred to date and to be incurred in documenting the

Settlement, securing court approval of the Settlement, attending to the administration of the Settlement, and obtaining a dismissal of the Action. The Settlement Administrator will issue to each attorney acting as Class Counsel a Form 1099 with respect to their share of awarded fees and costs. The effectiveness of the Settlement is not conditioned on the Court's approval of Class Counsel's attorneys' fees and costs.

34. Class Representative Payments: Defendant will not oppose Plaintiffs' application to the Court for Class Representative Payments not to exceed \$25,000.00 to each of the three Class Representatives, namely, Yolanda Callister, Nancy Gladsjo and Kendall Wallace, to be paid out of the Gross Settlement Amount. The Settlement Administrator will issue to each of the Class Representatives a Form 1099 with respect to their Class Representative Payment. The effectiveness of the Settlement is not conditioned on the Court's approval of the Class Representative Payments.

35. Distribution to Settlement Class Members: Distribution of the Net Settlement Fund shall be made by the Settlement Administrator as follows:

(a) After deductions of Court approved Class Counsel's attorneys' fees and costs, the Class Representative Payments, Defendants' portion of payroll taxes, and the payment for the services of the Settlement Administrator, the remainder of the Gross Settlement Amount (i.e., the Net Settlement Fund or NSF) shall be available to be distributed to the Settlement Class Members.

(b) Every Settlement Class Member as defined above will be entitled to an Individual Settlement Payment.

(c) The calculation of the Individual Settlement Payment is as follows and is based upon the information provided by Defendants to Plaintiffs' expert, by and

through Plaintiffs' counsel, who shall calculate the Individual Settlement Payments below:

- (i) Second Meal Period Class Settlement Payments. The Individual Settlement Payments for each Second Meal Period Class Member will be calculated by dividing the amount of second meal period damages calculated by Class Counsel's expert (including prejudgment interest) by the total second meal period damages calculated for all Members, and then multiplying the resulting ratio by the total amount of the Net Settlement Fund allocated to Second Meal Period Class settlement payments.
- (ii) Rounding Class Settlement Payments. All Rounding Class Members will receive a check in a minimum amount of \$25.00. The amount paid to each Rounding Class member will otherwise be calculated proportionally based on his or her net timeclock disfavorment (i.e., over the Rounding Settlement Class Period, the amount that timeclock rounding affected them adversely minus the amount that timeclock rounding affected them positively). In other words, the Net Settlement Fund amount allocated for Rounding Class payments will be reduced by the amount necessary to provide the minimum payment to Rounding Class Members whose net timeclock disfavorment is equal to or less than \$25.00. The net timeclock disfavorment for each remaining Rounding Class Member will be divided by the total net timeclock disfavorment for all remaining Rounding Class members to determine each Rounding Class members proportionate share of the remaining Net

Settlement Fund amount allocated for Rounding Class payments after the minimum payments.

(d) Twenty-five percent (25%) of each Individual Settlement Payment will represent wages allegedly due and will be subject to required legal deductions and reported on a Form W-2. Seventy-five percent (75%) of every Individual Settlement Payment will represent alleged statutory liquidated damages and pre-judgment interest and will be reflected on a Form 1099. The W-2s and 1099s will be prepared by the Settlement Administrator who will also be responsible for calculating and reporting the employee and employer payroll tax amounts to the relevant taxing authority. The Settlement Administrator will be responsible for calculating the employer-side taxes associated with the wage portions of the Individual Settlement Payments and forwarding all payroll taxes to the relevant taxing authority.

36. Settlement Payment Date: Within twenty business (20) days after the Settlement Effective Date, Defendants shall fund the Settlement. Within forty-five (45) days after the Settlement Effective Date, the Settlement Administrator shall mail the Individual Settlement Payments to Settlement Class Members; pay the appropriate taxes to the appropriate taxing authorities; make payment of Court approved attorneys' fees and costs to appropriate counsel; and make payment of the Class Representative Payments approved by the Court. Payments to Class Counsel shall be made by the Settlement Administrator via wire transfer.

**IV. NOTICE TO THE SETTLEMENT CLASS MEMBERS**

37. Within fourteen (14) days after the Court's entry of its order granting preliminary approval, Defendants will provide the Settlement Administrator with an updated list of Settlement Class Members' last known addresses, last known home or cell phone numbers and

Social Security numbers (“Class Member Contact Information”). The Settlement Administrator will use reasonable tracing to verify the accuracy of the addresses before the initial mailing to ensure that the Class Notice is sent to Settlement Class Members at the addresses most likely to result in prompt receipt. It will be presumed that if a Notice so mailed has not been returned within thirty (30) days of the mailing that the Settlement Class Member received the Notice. With respect to notices returned as undeliverable, the Settlement Administrator will use reasonable diligence to obtain a current address and re-mail the notice to such address. All re-mailing efforts shall be completed within 30 days of the original mailing.

**V. CLASS NOTICE DISSEMINATION PROCESS**

38. The Class Notice will consist of notice to be distributed to Settlement Class Members, in substantially the form hereto as Exhibit A, or as otherwise approved by the Court, by the Settlement Administrator by first-class mail within fifteen (15) days after the Settlement Administrator receives the Settlement Class Member Contact Information from Defendant as set forth above in Paragraph 37. The Class Notice should refer the Settlement Class Members to a website where they can retrieve additional documentation.

39. The Class Notice will explain that the Settlement Class Members do not need to do anything to receive payment under the Settlement, and that each Settlement Class Member will be bound for purposes of the Settlement in this Action by the releases set forth in this Settlement.

40. Settlement Class Members shall have sixty (60) calendar days from the initial mailing of the Notice to file an objection to the Settlement with the Settlement Administrator at the address listed on the Notice. To be valid, the objection must be postmarked within sixty (60) calendar days from the initial mailing of the Notice. No objection will be honored if postmarked after this deadline.

41. Class members shall have the right to comment on or object to the settlement. The Class Notice shall inform Settlement Class Members how they may object to the Settlement. To be valid, an objection must be written and contain the following information: the Class Member's name, address, and signature, that the class member wishes to object to the settlement, the reason for the objection, and the case name, "Callister v. Swedish".

42. In the event of objection, the Settlement Administrator will provide the objections to Class Counsel and counsel for Defendants within five (5) business days after the objection is received.

43. The Settlement Administrator shall provide updates to Class Counsel and Defendants' counsel every week with (1) the number of undeliverable notices/forms; (2) actions and results of efforts to re-mail notices/forms; and (3) any objections or comments by Settlement Class Members. Both parties shall have equal access to the Settlement Administrator.

44. Within fifteen (15) days after the Response Deadline, the Settlement Administrator will provide to Class Counsel and Defendants' counsel a declaration including a statement of due diligence and proof of mailing of the Class Notice to the Settlement Class Members, and a statement of the number of comments or objections received, the name of the objector(s) or commentor(s) if any, and the text of the complaint, comment or objection. Class Counsel shall provide this information to the Court with its Motion for Final Approval of Settlement. The Settlement Administrator shall be responsible for distributing the payments pursuant to this Settlement, and for paying the applicable taxes to the appropriate taxing authorities.

## **VI. RELEASE OF CLAIMS**

45. Released Claims by Plaintiffs and Settlement Class Members: In consideration of their Individual Settlement Payments and the other terms and conditions of the

Settlement, and understanding that Defendants dispute whether wages are owed, among other things, each Plaintiff and Settlement Class Member irrevocably releases and discharges Defendants and all 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 (the “Released Claims”), 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 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 the 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.

46. Released Claims by Named Plaintiffs: In consideration of their awarded Class Representative Payments, and understanding that there is a *bona fide* dispute regarding wages they are owed, among other things, the Named Plaintiffs irrevocably release and discharge Defendants 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 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 all known and unknown claims, promises, or causes of action, that they presently may have related to their employment with Defendants (including but not limited to those pursuant to the Fair Labor Standards Act, Washington Minimum Wage Act, Washington Wage Rebate Act, and any other federal, state, or local law related to wages and meal periods), including any related penalties, liquidated damages, punitive damages, and attorneys’ fees with respect to any of the Released Parties through the date of preliminary approval by the court. This Release does not release any claims that the law does not permit Named Plaintiffs to release. Named Plaintiffs agree that they are solely responsible for payment of any taxes that may be found to be due from Named Plaintiffs for any of the proceeds received under this Agreement. Named Plaintiffs further agree to hold the Released Parties harmless from any tax liability (including any and all loss, cost, damage or expense, attorneys’ fees, interest, assessments, or penalties) imposed on the Named Plaintiffs by the IRS or state or local taxing authorities over the tax treatment of any of the proceeds under this Agreement. In consideration of their Class Representative Payments, and any individual share of the Gross Settlement Amount as Participating Settlement Class Members, Named Plaintiffs further agree not to object to the Settlement.

**VII. NO EFFECT ON OTHER BENEFITS**

47. The Parties agree that the calculations made regarding the Settlement amounts and the pro-ration of the same among the Settlement Class Members, are for purposes of this Settlement only, and do not give rise to any other rights under any benefit plans or otherwise.

48. Payments under this Settlement shall not be considered compensation under any of Defendants employee benefit plans.

**VIII. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

49. Cooperation: The Parties and their counsel agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to dismiss the Action with prejudice. The Parties further agree that neither they nor their counsel will solicit or otherwise encourage Settlement Class Members to object to the Settlement.

50. Fair, Reasonable and Adequate Settlement: The Parties do not dispute that the Settlement is fair, reasonable, and adequate, and will so represent to the Court.

51. Unopposed Motion for Preliminary Approval of Settlement: Class Counsel will move the Court for an Order Granting Preliminary Approval of the Settlement and Notice and will provide Defense Counsel two (2) weeks' notice in advance of that filing. Not later than five (5) business days before filing the Motion for Preliminary Approval, Class Counsel will submit a draft thereof (including all supporting papers and proposed order) to Defense Counsel for review and comment. Defense Counsel shall have five (5) business days to provide Class Counsel a redline draft with any proposed changes. Failure to timely provide Class Counsel a redline draft with any proposed changes will be deemed a waiver to suggest changes. The Motion for Preliminary Approval will be substantially in the following form:

- (a) Setting a date for a final approval hearing on the question whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the Class;
- (b) Approving as to form, content and distribution of the proposed Notice;
- (c) Directing the mailing of the Notice to the Settlement Class Members consistent with this Agreement;
- (d) Preliminarily approving the Settlement;

(e) Approving an administrator selected by Plaintiffs and approved by the Parties as the Parties' mutually agreed upon Settlement Administrator.

**IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY APPROVAL**

52. Within fourteen (14) days of the Order Granting Preliminary Approval of Settlement, Defendant will provide the Settlement Administrator with updated contact information for members of the Settlement Class, including their last known address, home or cell phone number, and social security number.

53. No sooner than all of the preconditions have been met in Paragraphs 37-44, Class Counsel will move the Court for an Order Granting Final Approval of the Settlement and Notice. Not later than five (5) business days before filing the Motion for Final Approval, Class Counsel will submit a draft thereof (including all supporting papers and proposed order) to Defense Counsel for review and comment. Defense Counsel shall have five (5) business days to provide Class Counsel a redline draft with any proposed changes. Failure to timely provide Class Counsel a redline draft with any proposed changes will be deemed a waiver to suggest changes.

**X. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

54. Class Counsel will submit a proposed Final Judgment approving the Settlement, adjudging the terms to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

**XI. PARTIES' AUTHORITY**

55. The respective signatories to the Settlement represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

**XII. MUTUAL FULL COOPERATION**

56. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such

other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the cooperation of Defendants and their counsel, take all steps necessary to secure the Court's Final Judgment.

**XIII. NO PRIOR ASSIGNMENTS**

57. 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.

**XIV. NO ADMISSION**

58. Nothing contained in this Settlement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Defendants deny any such liability.

**XV. ENFORCEMENT ACTIONS**

59. In the event that one or more of the Parties institutes any legal action against any other party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful party or Parties reasonable attorneys' fees and costs, including expert witness fees and costs incurred in connection with any enforcement actions.

**XVI. NOTICES**

60. Unless otherwise specifically provided, all notices, demands or other communications shall be in writing and shall be deemed to have been duly given as of the fifth

(5th) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Settlement Class:

Peter Stutheit, Esq.  
Stutheit Kalin LLC  
208 SW 1st Avenue, Suite 260  
Portland, OR 97204

Jason A. Rittereiser, Esq.  
HKM Employment Attorneys LLP  
600 Stewart Street, Suite 901  
Seattle, WA 98101

Dan Johnson, Esq.  
Cynthia Heidelberg, Esq.  
Breskin Johnson Trial Attorneys PLLC  
506 2<sup>nd</sup> Avenue, Suite 2400  
Seattle, WA 98104

To Defendants:

Paula Lehman, Esq.  
Melissa Mordy, Esq.  
Kathryn Rosen, Esq.  
Davis Wright Tremaine LLP  
920 5<sup>th</sup> Avenue #3300  
Seattle, WA 98104

A courtesy copy of notice shall also be provided by email to the parties.

**XVII. VOIDING THE AGREEMENT**

61. If this Settlement is not approved, then this Settlement will become null and void, no payment under this Settlement will be made, and the Settlement shall not be used nor be admissible in any subsequent proceeding either in this Court or in any other Court or forum, and the status of the Action shall revert to its status prior to the parties' Settlement. If there is any reduction in the attorneys' fees and cost award and/or the Class Representative Payments, as

requested, such reduction may be appealed as set forth below but is not a basis for rendering the Settlement voidable and unenforceable.

**XVIII. CONSTRUCTION**

62. The Parties agree that the terms and conditions of this Settlement are the result of intensive arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their or its counsel participated in the drafting of this Settlement.

**XIX. CAPTIONS AND INTERPRETATIONS**

63. Paragraph titles or captions contained in this Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and not merely a recital.

**XX. MODIFICATION**

64. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court.

**XXI. INTEGRATION CLAUSE**

65. This Settlement contains the entire agreement between the Parties, and, once it is fully executed, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, relating to the resolution of the Action, are merged in this Settlement. No rights under this Settlement may be waived except in writing.

**XXII. BINDING ON ASSIGNS**

66. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

**XXIII. CLASS COUNSEL SIGNATORIES**

67. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice will advise all Settlement Class Members of the binding nature of the release. The Notice shall have the same force and effect as if this Settlement Agreement were executed by Plaintiff and each Settlement Class Member with regard to the Release of Claims recited in Paragraphs 45 and 46.

**XXIV. COUNTERPARTS**

68. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, either by original signature, facsimile signature, or electronic DocuSign signature, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

69. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or court holiday, such time period shall be continued to the following business day. The term “days” shall mean calendar days unless otherwise noted.

70. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

**XXV. RIGHT OF APPEAL**

71. The Parties agree to waive all appeals from the Court’s Final Judgment of this Settlement, unless the Court materially modifies the Settlement, provided, however, that Plaintiffs


may appeal any reduction in the requested amount of attorneys' fees and/or costs, or Class Representative Payments.

72. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of Washington.


73. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

**COUNSEL AND THE PARTIES**

DATED: April 9, 2026

By:   
PETER STUTHEIT, ESQ.  
JASON A. RITTEREISER, ESQ.  
DAN JOHNSON, ESQ.  
CYNTHIA HEIDELBERG, ESQ.  
ATTORNEYS FOR PLAINTIFFS


DATED: 4/9/2026, 2026

By:   
PAULA LEHMAN, ESQ.  
MELISSA MORDY, ESQ.  
KATHRYN ROSEN, ESQ.  
ATTORNEYS FOR DEFENDANTS

DATED: 8, 2026

By:   
YOLANDA CALLISTER  
PLAINTIFF

DATED: April 09, 2026

By:   
NANCY GLADSSJO  
PLAINTIFF

DATED: 04/08/, 2026

*Kendall Wallace*

By: \_\_\_\_\_  
KENDALL WALLACE  
PLAINTIFF

DATED: \_\_\_\_\_, 2026

Signed by:  
*Dr. Elizabeth Wako* 4/13/2026

By: \_\_\_\_\_  
SWEDISH HEALTH & SERVICES  
DEFENDANT

**EXHIBIT A**

**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 DATE (60 days after the initial mailing of this Notice).
<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 DATE (60 days after the initial mailing of the Notice).

- **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 DATE. 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 Attorneys PLLC as attorneys for Plaintiffs and 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.

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 thirty (30) 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. Rittreiser, Esq.  
600 Stewart Street, Suite 901  
Seattle, Washington 98101  
jrittreiser@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 Attorneys 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 \_\_\_\_\_:

Apex Class Action Administration

**ADMINISTRATOR ADDRESS**

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 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**  
**INSERT ADDRESS**  
**Toll free telephone number: (800) XXX-XXXX**

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 \_\_\_\_\_.

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.

## Certificate Of Completion

Envelope Id: ED1D2403-546A-4D3D-98ED-035A88A5ADB9

Status: Completed

Subject: Complete with Docusign: Settlement Agreement executed by plaintiff.pdf

Source Envelope:

Document Pages: 28

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

V-Jarett Revell

AutoNav: Enabled

920 Fifth Avenue

Envelopeld Stamping: Enabled

Suite 3300

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98104-1610

V-JarettRevell@dwt.com

IP Address: 155.130.12.68

## Record Tracking

Status: Original

Holder: V-Jarett Revell

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V-JarettRevell@dwt.com

## Signer Events

Dr. Elizabeth Wako

Elizabeth.Wako@providence.org

Security Level: Email, Account Authentication (None)

## Signature

Signed by:  
  
 F88E8D4EB0B64E4...

Signature Adoption: Pre-selected Style

Using IP Address: 170.173.74.55

## Timestamp

Sent: 4/13/2026 12:05:36 PM

Viewed: 4/13/2026 12:32:20 PM

Signed: 4/13/2026 4:30:15 PM

## Electronic Record and Signature Disclosure:

Accepted: 4/13/2026 12:32:20 PM

ID: 4f690049-88d5-4b61-a628-8cf6facb3c51

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

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## Agent Delivery Events

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## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Susan Bright

susanbright@dwt.com

Executive Legal Assistant

Davis Wright Tremaine LLP

Security Level: Email, Account Authentication (None)

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## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

4/13/2026 12:05:37 PM

Certified Delivered

Security Checked

4/13/2026 12:32:20 PM

Signing Complete

Security Checked

4/13/2026 4:30:15 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	4/13/2026 4:30:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Davis Wright Tremaine LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Davis Wright Tremaine LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DocuSignAdmin@dwt.com](mailto:DocuSignAdmin@dwt.com)

### **To advise Davis Wright Tremaine LLP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DocuSignAdmin@dwt.com](mailto:DocuSignAdmin@dwt.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Davis Wright Tremaine LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [DocuSignAdmin@dwt.com](mailto:DocuSignAdmin@dwt.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Davis Wright Tremaine LLP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DocuSignAdmin@dwt.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Davis Wright Tremaine LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Davis Wright Tremaine LLP during the course of your relationship with Davis Wright Tremaine LLP.