

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

FILED THE HONORABLE SANDRA WIDLAN  
2026 MAY 08 09:38 AM HEARING: MAY 8, 2026  
KING COUNTY WITHOUT ORAL ARGUMENT  
SUPERIOR COURT CLERK  
E-FILED  
CASE #: 21-2-16148-7 SEA

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

YOLANDA CALLISTER, NANCY  
GLADSJO, and KENDALL WALLACE,  
on their own behalf and on behalf of all  
persons similarly situated,

Plaintiffs,

v.

SWEDISH HEALTH SERVICES, a  
Washington Nonprofit Corporation,  
dba SWEDISH MEDICAL CENTER;  
And SWEDISH EDMONDS, a  
Washington Nonprofit Corporation,

Defendants.

**CLASS ACTION**

NO. 21-2-16148-7 SEA

ORDER GRANTING PLAINTIFFS'  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT

This matter comes before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Plaintiff's Motion"). In conjunction with Plaintiffs' Motion, Plaintiffs have filed a copy of the Parties' signed Settlement Agreement, attached as Exhibit 1 to the Declaration of Daniel Johnson in support of Plaintiffs' Motion.

The Court has considered Plaintiffs' Motion, the Parties' signed Settlement Agreement, and the other pleadings, papers, and filings in the Court record. All terms defined in the Settlement Agreement shall have the same meaning here. Based on its review, the Court hereby GRANTS Plaintiffs' Motion and ORDERS as follows:

1 The Court preliminarily finds that the Parties' Settlement Agreement is within the  
2 range of reasonableness, is presumptively valid, and warrants notice to the Class. The  
3 Court finds that the Settlement Agreement resulted from extensive arm's-length  
4 negotiations between experienced attorneys who are familiar with class action litigation  
5 in general and with the legal and factual issues of this case in particular.

6 Class Counsel is authorized to act on behalf of the Class with respect to all acts  
7 or consents required by or which may be required pursuant to the Settlement  
8 Agreement.

9 The Court approves the proposed form and content of the Notice of Class Action  
10 Settlement ("Class Notice") attached as Exhibit A to the Settlement Agreement. The  
11 Court appoints Apex Class Action Administration as Settlement Administrator  
12 responsible for establishing a Qualified Settlement Fund ("QSF") pursuant to Treasury  
13 Regulation § 468B(g), mailing Class Notices and settlement awards to Class Members,  
14 and processing and filing all appropriate tax forms and documents including but not  
15 limited to W2s, 1099s, etc.

16 Consistent with the terms of the Settlement Agreement, Defendants are directed  
17 to provide the Settlement Administrator an updated list of Class Members' last known  
18 addresses, phone numbers, and Social Security numbers. The Settlement  
19 Administrator is hereby directed to, no later than fifteen (15) calendar days following  
20 receipt of such class list, mail the Class Notice to all Class Members.

21 Pursuant to CR 23, the Court hereby finds and concludes that the form and  
22 manner of giving notice, as required by the Settlement Agreement and by this Order, is  
23 the best notice practicable under the circumstances, including but not limited to notice  
24 that each Class Member will be bound by the release of claims in the Settlement. Said  
25 notice procedures fully satisfy the requirements of CR 23(c)(2) and CR 23(e) and the  
26 requirements of due process.

1 The Court conditionally approves Class Counsel's request for an attorneys' fees  
2 award of 30% of the Gross Settlement Amount, plus actual litigation costs. This  
3 approval is preliminary and is subject to modification at the time of final settlement  
4 approval.

5 The Court preliminarily approves a service award of \$25,000 to each of the three  
6 class representative plaintiffs, in recognition of their role in this case and service to the  
7 Class, and in recognition of their full, general release of claims. This approval is  
8 preliminary and is subject to modification at the time of final settlement approval.

9 On September 18, 2026, at 11:00 a.m., a Final Settlement Hearing shall be held  
10 at King County Superior Court in Seattle, Washington, to determine whether the Court  
11 should approve the fairness, adequacy, and reasonableness of the terms and  
12 conditions of the Settlement Agreement and whether the Court should enter the  
13 Parties' proposed Final Judgment.

14 Any Class Member may enter an appearance through counsel of such Class  
15 Member's own choosing and at such Class Member's own expense. Any Class  
16 Member who does not personally appear or otherwise enter an appearance at the Final  
17 Settlement Hearing shall be deemed to be represented by Class Counsel in this  
18 litigation as provided above.

19 Any Class Member may submit written objections to the settlement, the fee  
20 award to Class Counsel, or the Service Award to the Class Representative by mailing  
21 to the Settlement Administrator, at the addresses provided in the Class Notice, a  
22 written statement containing the Class Member's name, current address, and the  
23 substance of his or her objection (including any briefs and supporting papers) no later  
24 than 60 days after the date of mailing of the Class Notice. Any Class Member who  
25 presents written objections in the manner prescribed above may also appear  
26 personally or through counsel at the Final Settlement Hearing to express the Class  
27 Member's views regarding the Settlement Agreement. Failure to follow the procedures

1 for objecting set forth herein shall constitute a waiver of a Class Member's right to  
2 object to the Settlement Agreement.

3 Pending this Court's ruling on final approval of the Settlement Agreement, the  
4 named Plaintiffs and all Class Members are enjoined from filing or prosecuting any  
5 claims, suits, or administrative proceedings regarding claims released in the Settlement  
6 Agreement, unless and until the Court's Final Settlement Hearing.

7 The Final Settlement Hearing, and all dates provided for herein, may, without  
8 further notice to the Class, be continued or adjourned by order of this Court.

9 Consistent with the Settlement Agreement, neither this Order, nor the fact or  
10 substance of the Settlement Agreement, shall be considered a concession or  
11 admission, nor shall they be used as evidence in any proceeding for the purpose of  
12 establishing Defendants' liability or wrongdoing.

13 In the event the Settlement does not become effective in accordance with the  
14 terms of the Settlement Agreement, or the Settlement is not finally approved, or the  
15 Settlement Agreement fails to become effective for any reason, this Order shall be  
16 vacated and rendered null and void.

17 IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2026

18  
19 \_\_\_\_\_  
20 THE HONORABLE SANDRA WIDLAN

21 Presented by:

22 BRESKIN JOHNSON TRIAL LAWYERS, PLLC

23 By: Is Daniel F. Johnson

24 Daniel F. Johnson, WSBA # 27848  
25 Cynthia J. Heidelberg, WSBA # 44121  
26 506 2nd Avenue, Suite 2400  
27 Seattle, Washington 98104  
Tel: (206) 652-8660  
djohnson@bjtlawyers.com  
cheidelberg@bjtlawyers.com  
Attorneys for Plaintiffs

**King County Superior Court  
Judicial Electronic Signature Page**

Case Number: 21-2-16148-7 SEA  
Case Title: CALLISTER ET AL VS SWEDISH HEALTH SERVICES ET ANO  
Document Title: Order Granting Motion / Petition  
Date Signed: 05/08/2026



---

Judge: Sandra E Widlan

Key/ID Number: \*370707589\*  
Page Count: This document contains 4 page(s) plus this signature page.