

FILED HONORABLE SANDRA WIDLAN
HEARING: SEPTEMBER 18, 2026 AT 11:00 A.M.
2026 SEP 18 11:15 AM
KING COUNTY WITH 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.

No. 21-2-16148-7 SEA

ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

(CLERK'S ACTION REQUIRED)

This matter comes before the Court on Plaintiffs' Motion for Final Approval of Class Action Settlement. The Court has reviewed the Class Notice and related forms, including the notice procedures the Parties implemented in accordance with the Court's Order Granting Preliminary Approval of Class Settlement. The Court finds that Class Members have been given notice of the settlement and the opportunity to comment on, or object to, the settlement or any of its terms.

Having read and considered the Settlement Agreement, the papers filed in support of Plaintiffs' Motion, the evidence and argument received by the Court, and the other

ORDER AND JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT [PROPOSED] - 1

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1 papers and pleadings on file in this matter, the Court GRANTS final approval of the
2 settlement. The Court further ORDERS AND MAKES THE FOLLOWING FINDINGS
3 AND DETERMINATIONS:

4 1. All terms used in this Order and Judgment Granting Final Approval of Class
5 Action Settlement (the "Order") shall have the same meanings given those terms in the
6 Parties' Settlement Agreement (the "Settlement Agreement"). A copy of the Settlement
7 Agreement is attached as Exhibit 1 to the Declaration of Daniel Johnson in Support of
8 Plaintiffs' Motion for Final Approval of Class Action Settlement and is made a part of this
9 Order.

10 2. The Court is satisfied that Apex Class Action Administration, which
11 functioned as the Settlement Administrator, completed distribution of the Class Notice to
12 the Class in a manner that is constitutionally sound. The Settlement Administrator mailed
13 the Class Notice by first-class mail to all 13,843 Class Members, using reasonable tracing
14 to verify addresses and re-mailing notices returned as undeliverable; only 279 notices
15 were ultimately undeliverable. The Class Notice advised Class Members of the
16 settlement terms, their rights to comment on or object to the settlement, and their rights
17 to appear at the Final Settlement Hearing and be heard regarding approval of the
18 settlement. Adequate periods of time to respond and to act were provided by each of
19 these procedures. The Court finds that Apex's notice procedures satisfied the Class
20 Members' due process rights.

21 3. No objections to the settlement were received.

22 4. The terms of the Settlement Agreement, including the Gross Settlement
23 Amount of \$86,000,000.00 and the individual payments to participating Class Members,
24 are fair, adequate, and reasonable to the Class and to each Class Member, and the Court
25 grants final approval of the settlement set forth in the Settlement Agreement. The Court
26 orders the Parties to comply with and carry out all terms and provisions of the Settlement
27

1 Agreement, to the extent that the terms thereunder do not contradict or conflict with this
2 Order and Judgment, in which case the provisions of this Order and Judgment shall take
3 precedence and supersede the Settlement Agreement. In making this finding, the Court
4 has considered the strength of Plaintiffs' case, including the Court's prior orders granting
5 summary judgment on liability; the risk, expense, complexity, and likely duration of further
6 litigation, including a damages trial and any appeal; the amount offered in settlement,
7 which will provide Class Members with approximately 93% of their calculated wage
8 damages; the extent of discovery completed and the advanced stage of the proceedings;
9 the experience and views of Class Counsel; the absence of any objection by any Class
10 Member; and the absence of any indication of collusion. *See Pickett v. Holland Am. Line-*
11 *Westours, Inc.*, 145 Wn.2d 178, 188-89 (2001).

12 5. The \$88,930.00 estimated payment to Apex, the Settlement Administrator,
13 is fair and reasonable. The Court grants final approval of payment to the Settlement
14 Administrator from the Gross Settlement Amount, in accordance with the Settlement
15 Agreement.

16 6. The \$25,800,000.00 amount requested by Plaintiffs and Class Counsel for
17 Class Counsel's attorneys' fees, representing 30% of the Gross Settlement Amount, is
18 fair and reasonable given the contingent nature and risks of this litigation, its length and
19 complexity over more than four years through summary judgment and to the eve of a
20 damages trial, the quality of Class Counsel's work, and the results obtained for the Class.
21 The Court grants final approval of, awards, and orders that Class Counsel's attorneys'
22 fees be paid in accordance with the Settlement Agreement from the Gross Settlement
23 Amount.

24 7. The \$302,058.56 requested by Plaintiffs and Class Counsel for Class
25 Counsel's litigation costs is fair, reasonable, and equal to the amount actually incurred by
26 Class Counsel. The Court grants final approval of, awards, and orders the Class Counsel
27

1 cost reimbursement of \$302,058.56 be paid in accordance with the Settlement Agreement
2 from the Gross Settlement Amount.

3 8. The Class Representative Payments of \$25,000.00 to each of Plaintiffs
4 Yolanda Callister, Nancy Gladsjo, and Kendall Wallace (\$75,000.00 in total), requested
5 in recognition of their service as the class representatives, are fair and reasonable. The
6 Court grants final approval of, and orders that, the Class Representative Payments be
7 paid in accordance with the Settlement Agreement from the Gross Settlement Amount.

8 9. The Court approves the Legal Foundation of Washington as the cy pres
9 recipient designated in the Settlement Agreement. Any funds remaining after the check-
10 cashing and reissuance periods provided in the Settlement Agreement shall be distributed
11 to the Legal Foundation of Washington upon the Settlement Administrator's report to the
12 Court and further order of the Court.

13 10. All Class Members shall be bound by the Settlement Agreement and this
14 Order, including specifically the Release of Claims set forth in the Agreement, and such
15 Class Members are now permanently barred from prosecuting against Defendants and
16 the other Released Parties any and all of the Released Claims, as defined in the
17 Settlement Agreement.

18 11. Plaintiffs Yolanda Callister, Nancy Gladsjo, and Kendall Wallace are bound
19 by the general release of claims as set forth in the Settlement Agreement, and are
20 permanently barred from prosecuting those released claims against Defendants and the
21 other Released Parties.

22 12. The Parties shall bear their own respective attorneys' fees and costs except
23 as otherwise provided in the Settlement Agreement.

24 13. Final Judgment is hereby entered in this matter based on this Order and the
25 terms of the Settlement Agreement, which has now been finally approved, and this action
26
27

1 is dismissed with prejudice as to Plaintiffs and all Class Members, subject to the Court's
2 continuing jurisdiction as set forth below.

3 14. The Court retains continuing jurisdiction over the action and the settlement
4 solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement
5 administration matters, and (c) addressing such post-judgment matters as may be
6 appropriate under court rules or applicable law.

7
8 IT IS SO ORDERED this ____ day of _____, 2026.

9
10 _____
11 HONORABLE SANDRA WIDLAN
12

13 Presented by:

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**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
Date Signed: 09/18/2026

A handwritten signature in dark ink, appearing to read "Sandra E. Widlan", is positioned above a horizontal line.

Judge: Sandra E Widlan

Key/ID Number: *414441371*
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