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|----|-----|---|---|
| 1  | 6.  | Judgment on July 14, 2023 jury verdict for Class on missed rest break claim (with double damages, as awarded)       | \$1,410,754.00  |
| 2  |     |   |   |
| 3  | 7.  | Prejudgment interest on Class missed rest break claim   | \$663,576.00  |
| 4  |     |   |   |
| 5  | 8.  | Judgment on July 14, 2023 jury verdict for Class on missed first meal break claim (with double damages, as awarded) | \$1,191,355.00  |
| 6  |     |   |   |
| 7  | 9.  | Prejudgment interest on Class missed first meal break claim   | \$485,011.00  |
| 8  |     |   |   |
| 9  | 10. | Judgment on July 14, 2023 jury verdict for Plaintiff McFarland on late rest break claim                             | \$655.00  |
| 10 |     |   |   |
| 11 | 11. | Judgment on July 14, 2023 jury verdict for Class on late rest break claim   | \$1,224,244.00  |
| 12 |     |   |   |
| 13 | 12. | Prejudgment interest on Class late rest break Claim   | \$581,671.00  |
| 14 |     |   |   |
| 15 | 13. | Judgment on July 14, 2023 jury verdict for Plaintiff McFarland on late meal break claim                             | \$1,725.00  |
| 16 |     |   |   |
| 17 | 14. | Judgment on July 14, 2023 jury verdict for Class on late meal break claim   | \$810,893.00  |
| 18 |     |   |   |
| 19 | 15. | <b>JUDGMENT TOTAL</b>   | <b>\$17,782,273.00</b>  |
| 20 |     |   |   |
| 21 | 16. | Attorneys for Judgment Creditor   | David Breskin<br>Cynthia Heidelberg<br>Breskin Johnson & Townsend PLLC<br>1000 Second Avenue, Suite 3670<br>Seattle, WA 98104<br>(206) 652-8660<br><a href="mailto:dbreskin@bjtlegal.com">dbreskin@bjtlegal.com</a><br><a href="mailto:cheidelberg@bjtlegal.com">cheidelberg@bjtlegal.com</a> |
| 22 |     |   |   |
| 23 | 17. | Attorneys for Judgment Debtors  | John J. White<br>Kevin B. Hansen<br>Marcia P. Ellsworth<br>Peterson Russell Kelly Livengood PLLC<br>1850 Skyline Tower  |
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9 THIS MATTER comes before the Court for entry of judgment on the individual  
 10 claim of Plaintiff Sheri McFarland and on the Class claim that Defendant Evergreen  
 11 Hospital Medical Center (“Evergreen”) violated Washington law by failing to provide all  
 12 rest and meal periods required by Washington law (WAC 296-126-092) and by failing  
 13 to pay Class members wages owed for work performed when the breaks were not  
 14 provided pursuant to Evergreen’s payment obligations under its contract with the  
 15 Class members’ union, the Washington State Nurses Association (WSNA).

16 Plaintiff and the Class seek judgment as follows:

17 1. On the Court’s May 16, 2023 order granting judgment in the amount of  
 18 \$7,851,500 on the Class claim that Defendant Evergreen Hospital Medical Center  
 19 (“Evergreen”) violated Washington law by failing to provide Class members with a  
 20 meal break for every five hours of work on 12-hr shifts (a “missed second meal break”)  
 21 and failing to pay Class members wages owed for work performed when the breaks  
 22 were not provided pursuant to Evergreen’s contract with the Class members’ union,  
 23 the Washington State Nurses Association (WSNA).

24 2. For prejudgment interest on the \$7,851,500 award in the amount of  
 25 \$3,560,299.

1           3.     On the July 14, 2023, jury verdict awarding \$1,410,754 for missed rest  
2 periods not provided consistent with Washington law (WAC 296-126-092).

3           4.     For prejudgment interest on the \$1,410,754 award in the amount of  
4 \$663,576 .00.

5           5.     On the July 14, 2023, jury verdict awarding Plaintiff McFarland \$590 for  
6 missed periods not provided consistent with Washington law

7           6.     For prejudgment interest on the jury award of \$590 in the amount of  
8 \$868.22.

9           7.     On the July 14, 2023, jury verdict awarding \$1,191,355 for missed first  
10 meal periods not provided consistent with Washington law (WAC 296-126-092).

11          8.     For prejudgment interest on the \$1,191,355 award in the amount of  
12 \$485,011.00.

13          9.     On the July 14, 2023, jury verdict awarding Plaintiff McFarland \$655 for  
14 late rest periods not provided consistent with Washington law

15          10.    For prejudgment interest on the jury award of \$655 in the amount of  
16 \$963.87

17          11.    On the July 14, 2023, jury verdict awarding \$1,224,224 for late rest  
18 periods not provided consistent with Washington law (WAC 296-126-092).

19          12.    For prejudgment interest on the \$1,224,224 award in the amount of  
20 \$581,671 .00.

21          13.    On the July 14, 2023, jury verdict awarding Plaintiff McFarland \$1,725 for  
22 late meal periods not provided consistent with Washington law

23          14.    On the July 14, 2023, jury verdict awarding \$810,893 for late meal  
24 periods not provided consistent with Washington law (WAC 296-126-092).

1 The total judgment requested is **\$17,782,273.00** exclusive of any award of  
2 attorney fees or costs pursuant to Washington law and RCW 48.49.30 or such other  
3 relief as available to Plaintiff and the Class.

## 4 5 **II. JUDGMENT**

6 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that judgment is  
7 entered in favor of Plaintiff McFarland and the Class as follows:

8 1. On the Court's May 16, 2023 order granting judgment in the amount of  
9 **\$7,851,500** on the Class claim that Defendant Evergreen Hospital Medical Center  
10 ("Evergreen") violated Washington law by failing to provide Class members with a  
11 meal break for every five hours of work on 12-hr shifts (a "missed second meal break")  
12 and failing to pay Class members wages owed for work performed when the breaks  
13 were not provided pursuant to Evergreen's contract with the Class members' union,  
14 the Washington State Nurses Association (WSNA).

15 2. For prejudgment interest on the \$7,851,500 award in the amount of  
16 **\$3,560,299.**

17 3. On the July 14, 2023, jury verdict awarding \$1,410,754 for missed rest  
18 periods not provided consistent with Washington law (WAC 296-126-092).

19 4. For prejudgment interest on the \$1,410,754 award in the amount of  
20 **\$663,576 .00.**

21 5. On the July 14, 2023, jury verdict awarding Plaintiff McFarland **\$590** for  
22 missed periods not provided consistent with Washington law

23 6. For prejudgment interest on the jury award of \$590 in the amount of  
24 **\$868.22.**

25 7. On the July 14, 2023, jury verdict awarding **\$1,191,355** for missed first  
26 meal periods not provided consistent with Washington law (WAC 296-126-092).

1 8. For prejudgment interest on the \$1,191,355 award in the amount of  
2 **\$485,011.00.**

3 9. On the July 14, 2023, jury verdict awarding Plaintiff McFarland **\$655** for  
4 late rest periods not provided consistent with Washington law

5 10. For prejudgment interest on the jury award of \$655 in the amount of  
6 **\$963.87.**

7 11. On the July 14, 2023, jury verdict awarding **\$1,224,224** for late rest  
8 periods not provided consistent with Washington law (WAC 296-126-092).

9 12. For prejudgment interest on the \$1,224,224 award in the amount of  
10 **\$581,671 .00.**

11 13. On the July 14, 2023, jury verdict awarding Plaintiff McFarland **\$1,725** for  
12 late meal periods not provided consistent with Washington law

13 14. On the July 14, 2023, jury verdict awarding **\$810,893** for late meal  
14 periods not provided consistent with Washington law (WAC 296-126-092).

15 15. The total judgment awarded herein is **\$17,782,273.00** exclusive of any  
16 award of attorney fees or costs pursuant to Washington law and RCW 48.49.30 or  
17 such other relief as available to Plaintiff and the Class including allocation of the  
18 “common fund” created by this judgment and the judgment on fees and costs.

19 16. The fee and cost award shall be considered on motion filed by Plaintiff  
20 and the Class within 10 days of entry of this judgment or such other date as set by the  
21 Court along with any other requested relief.

22 DATED this 10<sup>th</sup> day of August, 2023.

23  
24 /s/ \_\_\_\_\_  
25 HONORABLE ANDREA DARVAS  
26 KING CO. SUPERIOR COURT JUDGE  
27

1 *Presented by:*

2 BRESKIN JOHNSON & TOWNSEND, PLLC

3 BY: S/ CYNTHIA HEIDELBERG

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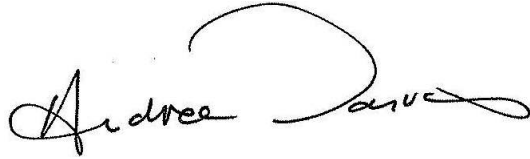
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King County Superior Court  
Judicial Electronic Signature Page

Case Number: 16-2-27488-9  
Case Title: MCFARLAND ET ANO VS EVERGREEN HOSPITAL MEDICAL  
CENTER  
Document Title: ORDER RE JUDGMENT  
  
Signed By: Andrea Darvas  
Date: August 10, 2023



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Judge: Andrea Darvas

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 904DAED763572BCCA10953B0B64F1AC58703963A  
Certificate effective date: 7/17/2023 11:32:01 AM  
Certificate expiry date: 7/17/2028 11:32:01 AM  
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,  
O=KCDJA, CN="Andrea Darvas:  
SBOI2y7w7RG/CMIM/CyjcQ=="