EXHIBIT 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

VICTORIA HALTER, Plaintiff, v. PROVIDENCE HEALTH & SERVICES et al., Defendants.	Case No. 2:25-cv-00210-JNW

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into as of the Settlement Agreement Execution Date by and among:

A. Plaintiff Victoria Halter, individually and as a representative of the proposed Settlement Class, the Plan, and all Class Members, as defined below; and

B. Defendants Providence Health & Services and the Providence Health & Services Total Rewards Management Committee.

RECITALS

A. Plaintiff filed the Action against Defendants with the caption *Halter v. Providence Health & Services, et al.*, Case No. 2:25-cv-00210-JNW (W.D. Washington). The Action is pending in the United States District Court for the Western District of Washington and is assigned to the Honorable Jamal N. Whitehead. Plaintiff claims that Defendants committed prohibited transactions and breached their fiduciary duties to her, the Plan, and members of the proposed Settlement Class in violation of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. §§ 1001, et seq.

B. The Action has been litigated for over a year. Plaintiff initially filed the lawsuit in the District of Oregon. The Action was then transferred to this Court. Plaintiff filed an amended complaint, which Defendants answered, and Defendants then filed a motion for judgment on the pleadings. The Parties subsequently conducted targeted discovery to facilitate settlement discussions and mediated their dispute with Robert A. Meyer, an experienced and respected mediator, before reaching the settlement embodied in this Settlement Agreement.

[1] All capitalized terms herein shall have the meaning assigned to them in Article 1, "Definitions."

C. Defendants deny all liability to Plaintiff and the Class Members, deny all Claims made in the Action, deny all allegations of wrongdoing made or that could have been made in this Action, and deny that Plaintiff, the Class Members, the Plan, or any of the Plan's Participants, Class Members, or any Beneficiary suffered any losses. Defendants further maintain that they acted prudently, loyally and in accordance with all applicable laws at all times when acting in any fiduciary capacity with respect to the Plan. This Settlement Agreement, and the discussions between the Settling Parties preceding it, shall in no event be construed as, or be deemed to be evidence of, an admission or concession on Defendants' part (or the part of any officers, directors, or employees of Defendants with responsibility for the Plan) of any fault or liability whatsoever. Nevertheless, without admitting or conceding liability, Defendants desire to settle the Action on the terms and conditions described in this Settlement Agreement to avoid the burden, expense, and uncertainty of continuing litigation and to resolve all claims that were, or could have been, brought in the Action.

D. Class Counsel, as defined below, have analyzed and evaluated the merits of all Parties' contentions and the impact of this Settlement on the members of the Settlement Class. Based on this analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay or prevent any relief to the proposed class, Plaintiff and Class Counsel, without admitting any lack of merit to the claims, are satisfied that the terms and conditions of the Settlement Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action on the terms described herein is in the best interests of the Settlement Class. Plaintiff and Class Counsel make this determination, in part, on representations from Defendants that their financial condition will make satisfying a large judgment impossible.

NOW, THEREFORE, without any admission or concession on the part of the Plaintiff of any lack of merit of Action, and without any admission or concession on the part of Defendants as to the merits of the allegations or claims asserted in the Action, it is hereby STIPULATED AND AGREED, by and among the Settling Parties to this Settlement Agreement, through their respective attorneys, subject to approval of the Court pursuant to Federal Rule of Civil Procedure 23(e), in consideration of the benefits flowing to the Settling Parties hereto from the Settlement Agreement, that all Released Claims as against the Released Parties shall be compromised, settled, released, and dismissed with prejudice, upon and subject to the following terms and conditions:

1. DEFINITIONS

1.1 "Action" means *Halter v. Providence Health & Services, et al.*, Case No. 2:25-cv-00210-JNW, in the United States District Court for the Western District of Washington.

1.2 "Alternate Payee" means a Person other than a Participant or Beneficiary in the Plan who is entitled to a benefit under the Plan as a result of a QDRO.

1.3 "Attorneys' Fees and Costs" means the amount awarded by the Court as compensation for the services provided by Class Counsel. The amount of attorneys' fees shall be recovered from the Cash Fund and is included in the Gross Settlement Amount. Class Counsel also will seek reimbursement for all litigation costs and expenses advanced and carried by Class Counsel for the duration of this Action, including the pre-litigation investigation period, which also shall be recovered from the Cash Fund and are a part of the Gross Settlement Amount.

1.4 "Authorized Administrator" means any entity, other than the Recordkeeper, with appropriate administrative authority under the Plan.

1.5 "Beneficiary" means any individual, trust, estate, or other recipient entitled to receive death benefits payable under the Plan, on either a primary or contingent basis, other than an Alternate Payee.

1.6 "CAFA" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1171-1715.

1.7 "CAFA Notice" means notice of this Settlement to the appropriate federal and state officials pursuant to CAFA, substantially in the form described in Exhibit G to this Settlement Agreement.

1.8 "Cash Fund" means the cash components of the Gross Settlement Amount composed of $6,000,000.00 payment by Defendants to the Settlement Class and any interest that accrues on the $6,000,000 payment after it is deposited in the Qualified Settlement Fund. The Cash Fund does not include future payments that Providence has agreed to make for Recordkeeping Expenses and Plan Administrative Expenses under paragraph 4.3 or Unallocated Plan Assets.

1.9 "Class Counsel" means Terrell Marshall Law Group PLLC, the Sharman Law Firm LLC, and Geist Law Group, LLC.

1.10 "Class Members" means all individuals in the Settlement Class, including the Class Representative.

1.11 "Class Representative" means Plaintiff Victoria Halter.

1.12 "Committee" means the Providence Health & Services Total Rewards Management Committee and any of its predecessor or successor committees.

1.13 "Complaint" means the Amended Class Action Complaint Plaintiff filed in this Action on February 20, 2025.

1.14 "Court" means the United States District Court for the Western District of Washington.

1.15 "Defendants" means Providence and the Committee.

1.16 "Defense Counsel" means Morgan, Lewis & Bockius LLP.

1.17 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1101 et seq.

1.18 "Escrow Agent" means an entity agreed to by the Parties.

1.19 "Execution Date" means the last date of any signature by the signatories to this Settlement Agreement.

1.20 "Fairness Hearing" means the hearing scheduled by the Court to consider (a) any objections of Class Members or CAFA Notice recipients to the Settlement; (b) Class Counsel's petition for Attorneys' Fees and Costs, Settlement Administration Expenses, and a Class Representative Service Award; and (c) whether to finally approve the Settlement under Fed. R. Civ. P. 23(e).

1.21 "Final" means, with respect to any judicial ruling, order, or judgment, that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like ("Review Proceeding") has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur, or modification of any judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand. The Parties agree that absent an appeal or other attempted Review Proceeding, the period after which the Final Approval Order becomes Final is thirty-five (35) calendar days after its entry by the Court.

1.22 "Final Approval Order" means the entry of the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Action with prejudice, to be proposed by the Parties for approval by the Court, in substantially the form attached as Exhibit B to this Settlement Agreement.

1.23 "Forfeiture Account" means the Plan account that holds all amounts that are forfeited in accordance with the terms of the Plan, whether temporarily or permanently.

1.24 "Gross Settlement Amount" means approximately $42,724,532.00, contributed by or on behalf of Defendants for the benefit of the Settlement Class in accordance with Article 4. The Gross Settlement Amount shall be the value of the full amount of the benefits paid to or on behalf of the Settlement Class, Plaintiff, and Class Counsel by or on behalf of Defendants in connection with the Settlement effectuated through this Settlement Agreement. Neither Defendants nor their insurer(s) will make any additional payment in connection with the Settlement of the Action.

1.25 "Independent Fiduciary" means an independent fiduciary who will serve as a fiduciary to the Plan to approve and authorize the settlement of Released Claims on behalf of the Plan in accordance with paragraph 2.1 that has no relationship or interest in any of the Parties. Defendants will select the Independent Fiduciary.

1.26 "Individual Expenses" means fees or expenses charged to an individual Plan Participant's account such as Investment Fees (defined below), fees for personalized planning and advice, investment management fees, loan fees, check and wire transfer fees, mail and overnight delivery fees, fees for drafting or implementing QDROs and any other fees resulting from Participant-directed transactions in the Participant's Plan account.

1.27 "Investment Fees" means any fees charged by the Plan trustee, Plan Recordkeeper, any Plan investment fund or any investment manager for the maintenance of, and transactions relating to, the investment of a Plan Participant's account, such as brokerage fees, investment management fees, account investment transaction fees, and similar fees or expenses.

1.28 "Mediator" means Robert A. Meyer, Esq., of JAMS.

1.29 "Net Cash Fund" means the Cash Fund, minus (a) all Attorneys' Fees and Costs paid to Class Counsel as authorized by the Court; (b) any Service Award as authorized by the Court; and (c) all Settlement Administration Expenses approved by the Court.

1.30 "Participant" means any individual who participated in the Plan from January 1, 2018, through the date the Preliminary Approval Order is entered by the Court and who had an account balance greater than $0.

1.31 "Person" means an individual, partnership, corporation, governmental entity, or any other form of entity or organization.

1.32 "Plaintiff" means Victoria Halter, who Class Counsel will request be appointed Class Representative by the Court.

1.33 "Plan" means the Providence Health & Services 401(k) Savings Plan and any of its predecessor or component plans.

1.34 "Plan Administrative Expenses" means the expenses of administering the Plan, including consulting, auditor, accounting, communications, and similar expenses.

1.35 "Plan of Allocation" means the method of allocating settlement funds to Class Members. A proposed form of the Plan of Allocation is attached to this Settlement Agreement as Exhibit C.

1.36 "Preliminary Approval Order" means the order of the Court preliminarily approving the Settlement, in substantially the form attached to this Settlement Agreement as Exhibit A.

1.37 "Providence" means Providence Health & Services and all of its past and present parent, subsidiary and affiliated corporations, organizations and entities, and all of their respective past and present affiliates, partners, joint ventures, stockholders, predecessors, successors, assigns, insurers, officers, directors, employees, agents, representatives, attorneys, administrators, adjustors and independent contractors of all such released individuals, corporations, organizations and entities, as well as their employee benefit plans, and the trustees, administrators, fiduciaries and insurers of such plans.

1.38 "Qualified Settlement Fund" means the interest-bearing settlement fund account to be established and maintained by the Escrow Agent in accordance with paragraph 4.10 herein and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).

1.39 "QDRO" means a Qualified Domestic Relations Order within the meaning of 26 U.S.C. § 414(p).

1.40 "Recordkeeper" means the entity or entities that maintain electronic records of the Plan's participants and their individual accounts.

1.41 "Recordkeeping Expenses" means the fees charged by the Plan Recordkeeper to recordkeep the Plan.

1.42 "Released Claims" means any and all actual or potential claims (including claims for any and all losses, damages, unjust enrichment, attorneys' fees, disgorgement, litigation costs, injunction, declaration, contribution, indemnification, or any other type or nature of legal or equitable relief), actions, demands, rights, obligations, liabilities, expenses, costs, and causes of action, whether arising under federal, state, or local law, whether by statute, regulation, common law, contract, or equity, whether brought in an individual or representative capacity, whether accrued or not, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, against any of the Released Parties and Defense Counsel based in whole or in part on any actual or alleged acts or failures to act through the end of the Class Period:

1.42.1 That were asserted in the Action, or that arise out of, relate to, or are based on, or have any connection with any of the allegations, acts, omissions, facts, events, matters, transactions, or occurrences that were alleged, or could have been alleged or asserted in the Action or could have been alleged or asserted based on the same factual predicate, whether or not pleaded in the Complaint; and/or

1.42.2 That arise out of, relate in any way to, are based on, or have any connection with (a) Defendants' or the Plan's treatment, provision or use of Plan forfeitures during the Settlement Class Period through the end of the Settlement Class Period; (b) the fees, costs, or expenses charged to, paid, or reimbursed by the Plan or the Class Members, including but not limited to Plan Administrative Expenses, Recordkeeping Expenses, Individual Expenses and Investment Fees; (c) any alleged disclosures or failures to disclose information regarding the Plan's forfeitures, fees, expenses or service providers; (d) the compensation received by the Plan's service providers; (e) the services provided to the Plan or the costs of those services; (f) the management, oversight or administration of the Plan or its fiduciaries; (g) alleged breach of the duty of loyalty, care, prudence, anti-inurement provision, or any other fiduciary duties or prohibited transactions under ERISA; and/or (h) any assertions with respect to any fiduciaries of the Plan (or the selection or monitoring of those fiduciaries) in connection with the foregoing; or

1.42.3 That would be barred by res judicata based on entry of the Final Approval Order; or that relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Qualified Settlement Fund to the Plan or any Class Member in accordance with the Plan of Allocation or to any action taken or not taken by the Settlement Administrator in the course of administering the Settlement; or

1.42.4 That relate to the approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone.

1.42.5 Plaintiff, the Class Members, and the Plan expressly waive and relinquish, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides that a "general release does not extend to claims that the creditor or the releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party," and any similar state, federal or other law, rule or regulation or principle of common law of any domestic governmental entity.

1.43 "Released Parties" means Defendants, and each and all of their respective past and present predecessors, successors, parents, subsidiaries, affiliates, members, officers, employees, directors, trustees, auditors, consultants, attorneys and insurers, including any of the foregoing who have acted as a fiduciary or provided services to the Plan during the Settlement Class Period, and each person that controls, is controlled by, or is under common control with them; the Plan and the Plan's current and past fiduciaries, administrators, plan administrators, recordkeepers, service providers, consultants, attorneys, agents, insurers and parties-in-interest; and Defendants' independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accounts, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, service providers to the Plan (including their owners and employees), consultants, subcontractors, and all persons acting under, by, through or in concert with any of them.

1.44 "Representatives" shall mean representatives, attorneys, agents, directors, officers, or employees.

1.45 "Review Proceeding" shall have the meaning described in paragraph 1.21.

1.46 "Service Award" means any monetary amount awarded by the Court to the Class Representative in recognition of the Class Representative's assistance in the prosecution of this Action and service to the Settlement Class. Any Service Award will be payable from the Cash Fund.

1.47 "Settlement" means the settlement to be consummated under this Settlement Agreement and its exhibits, including any modifications or amendments adopted pursuant to paragraph 14.12.

1.48 "Settlement Administration Expenses" means expenses incurred in the administration of this Settlement, including (a) all fees, expenses, and costs associated with providing the Settlement Notice to the Class Members; (b) all fees and expenses of the Independent Fiduciary; (c) all fees, expenses, and costs associated with providing CAFA Notices; and (d) all taxes and tax expenses associated with the Settlement, including taxes and tax expenses as described in paragraph 4.2.

1.49 "Settlement Administrator" means Analytics Consulting LLC, the entity selected after a bidding process and retained by Class Counsel and subject to approval by Defense Counsel. The Settlement Administrator shall be responsible for administering the Settlement and Plan of Allocation, including preparing and disseminating CAFA Notices, sending the Settlement Notices to the Class Members, and establishing the Settlement Website and telephone support line.

1.50 "Settlement Agreement" means this agreement embodying the terms of the Settlement, including any modifications or amendments.

1.51 "Settlement Agreement Execution Date" means the date on which the final signature is affixed to this Settlement Agreement.

1.52 "Settlement Class" means all Participants or Beneficiaries of the Plan, including any Alternate Payee who is entitled to a benefit under the Plan as a result of a QDRO, from January 1, 2018, through the date the Preliminary Approval Order is entered by the Court.

1.53 "Settlement Class Period" means January 1, 2018, through the date the Preliminary Approval Order is entered by the Court.

1.54 "Settlement Effective Date" means the date on which the Final Approval Order is Final, provided that by such date the Settlement has not been terminated in accordance with Article 11.

1.55 “Settlement Notice” means the notice provided to the Settlement Class of the Action’s status and proposed Settlement of the Action in substantially the form of Exhibits D-F, including the long form notice (Exhibit D), the email notice (Exhibit E), and the postcard notice (Exhibit F). The Settlement Notice shall inform Class Members of a Fairness Hearing to be held with the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Approval Order and Settlement Notice may be heard regarding the terms of the Settlement Agreement; and the petition of Class Counsel for Award of Attorneys’ Fees and Costs, payment of Settlement Administration Expenses, and Class Representative’s proposed Service Award.

1.56 “Settlement Website” means the internet website established in accordance with paragraph 2.3.1.

1.57 “Settling Parties” or “Parties” means the Defendants and the Plaintiff, on behalf of herself, the Plan, and each of the Class Members.

1.58 “Special Unallocated Account” means the Plan account that holds expense reimbursement credits, performance penalty payments, amounts earned through revenue sharing arrangements, and other similar amounts credited to the Plan in accordance with the terms of an applicable third-party service provider agreement.

1.59 “Successor-in-Interest” means a Person or Person’s estate, legal representatives, heirs, successors or assigns, including successors or assigns that result from corporate mergers or other structural changes.

1.60 “Transferor” means Providence, as the “transferor” within the meaning of Treas. Reg. § 1.468B-1(d)(1).

1.61 “Unallocated Plan Assets” means a total of $21,424,532.72 held in the Forfeiture Account and Special Unallocated Account as of December 31, 2025, which will be allocated to the Plan accounts of Class Members in accordance with paragraph 4.3.

2. REVIEW AND APPROVAL BY INDEPENDENT FIDUCIARY, PRELIMINARY SETTLEMENT APPROVAL, NOTICE TO THE CLASS, AND OBJECTIONS

2.1 Independent Fiduciary. The Independent Fiduciary, retained by Defendants on behalf of the Plan, shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Plan.

2.1.1 The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 76,632, as amended (“PTE 2003-39”), in making its determination.

2.1.2 The Independent Fiduciary shall notify Defendants directly of its determination, in writing (with copies to Class Counsel and Defense

Counsel), which notification shall be delivered no later than thirty-five (35) calendar days before the Fairness Hearing.

2.1.3 All fees and expenses associated with the Independent Fiduciary's determination and performance of its other obligations in connection with the Settlement will constitute Settlement Administration Expenses to be deducted from the Cash Fund.

2.1.4 Defendants, Defense Counsel, and Class Counsel shall respond to reasonable requests by the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.

2.1.5 If Defendants conclude that the Independent Fiduciary's determination does not comply with PTE 2003-39 or is otherwise deficient, Defendants shall so inform the Independent Fiduciary and Class Counsel within ten (10) calendar days of receipt of the determination.

2.1.6 If the Independent Fiduciary declines to approve the Settlement and execute the release on behalf of the Plan described in paragraph 11.4, Defendants have the right to terminate the Settlement and the obligations set forth herein, and the Cash Fund shall be returned to Defendants.

2.1.7 Class Counsel may file a copy of the Independent Fiduciary's determination with the Court in support of Final approval of the Settlement.

2.2 Preliminary Approval. As soon as reasonably possible and subject to any relevant Court Order, upon the full execution of this Settlement Agreement by the Parties, Plaintiff, through Class Counsel, shall file with the Court a motion seeking preliminary approval of this Settlement Agreement and for entry of the Preliminary Approval Order in substantially the form attached to this Settlement Agreement as Exhibit A. The Preliminary Approval Order to be presented to the Court shall, among other things:

2.2.1 Certify the Settlement Class for settlement purposes only under Fed. R. Civ. P. 23(b)(1);

2.2.2 Approve the text of the Settlement Notice for emailing and mailing to Class Members;

2.2.3 Determine that under Fed. R. Civ. P. 23(c)(2), the Settlement Notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and complies fully with the requirements of Fed. R. Civ. P. 23 and due process;

2.2.4 Cause the Settlement Administrator to commence sending the Settlement Notice to each Class Member identified by the Settlement Administrator as described in paragraph 2.4 within forty-five (45) calendar days of the date of the Preliminary Approval Order, based upon the data provided by the Plan's Recordkeeper;

2.2.5 Provide that, pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against Defendants, the Released Parties, and/or the Plan;

2.2.6 Set the Fairness Hearing for no sooner than one hundred twenty (120) calendar days after the date on which the Preliminary Approval Order is issued, in order to determine whether (a) the Court should approve the Settlement as fair, reasonable, and adequate; (b) the Court should enter the Final Approval Order; and (c) the Court should approve the application for Attorneys' Fees and Costs, Settlement Administration Expenses, and Class Representative's Service Award;

2.2.7 Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any documents or information submitted in support of said objections shall be considered by the Court at the Fairness Hearing if they have been filed validly with the Clerk of the Court. To be filed validly, the objection and any notice of intent to participate or supporting documents must be filed at least fourteen (14) calendar days before the scheduled Fairness Hearing. Any Person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to participate within the time limitations described above;

2.2.8 Provide that any of the Parties may file a response to an objection by a Class Member at least seven (7) calendar days before the Fairness Hearing; and

2.2.9 Provide that the Fairness Hearing may, without further direct notice to the Class Members, other than by notice via the Court's docket or the Settlement Website, be adjourned, modified, or continued by order of the Court.

2.3 Settlement Administrator. Class Counsel will select a Settlement Administrator to assist with Settlement Notice and administration of the Settlement, subject to the agreement of Defendants, which agreement shall not unreasonably be withheld. The Settlement Administrator shall enter into a confidentiality agreement and information security agreement to adequately protect information provided to the Settlement Administrator relating to the Settlement. Any costs, expenses, or fees incurred in connection with the administration of this Settlement shall be paid out of the Cash Fund. Defendants and Defense Counsel shall use reasonable efforts to respond timely to written requests, including by email, from the Settlement Administrator for readily accessible data that is reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation. The actual and reasonable expenses of any third party that are necessary to perform such work shall be Settlement Administration Expenses to be deducted from the Cash Fund, other than the costs associated with reinstating the accounts of Former Participants, which shall be borne by Defendants. The Settlement Administrator shall, within ten (10) calendar days of Class Representative's filing of the Settlement Agreement and proposed Preliminary Approval Order, have prepared and provided CAFA notices to the Attorney General of the United States, the Secretary of the Department of Labor of the United States, and the Attorneys General of all states in which Class Members reside, as specified by 28 U.S.C. § 1715. The Settlement Administrator shall provide the Parties with notice in writing upon completion of the provision of CAFA notices to the above-referenced persons.

2.3.1 The Settlement Administrator will establish a Settlement Website on which it will post the following documents, or links to the following documents, on or following the date of the Preliminary Approval Order: the Complaint; the Settlement Agreement and its Exhibits; Settlement Notice; the Motion for Attorneys' Fees and Costs, Settlement Administration Expenses, and Service Award; any Court orders related to the Settlement; any amendments or revisions to these documents; any other documents or information mutually agreed upon by the Parties; and any documents or information the Court orders. The Settlement Website shall remain active for three (3) years following the Settlement Effective Date.

2.3.2 The Settlement Administrator shall be bound by any confidentiality, non-disclosure, or security protocol required by the Parties.

2.3.3 The Settlement Administrator shall use the data provided by Defendants and the Plan's Recordkeeper solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.

2.3.4 At the request of the Parties, the Settlement Administrator shall provide a written protocol addressing how the Settlement Administrator will maintain and store information provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.

2.4 Settlement Notice. The Parties will request that the Preliminary Approval Order direct that the Settlement Administrator shall commence providing Settlement Notice to all Class Members as described below.

2.4.1 **Compiling the Settlement Notice List**. After receiving the data from Defendants provided in paragraph 8.1.2, the Settlement Administrator will create a list of persons that will receive individual notice via email, or if email is unavailable, by mail. The Settlement Administrator will use standard industry practices to locate contact information for persons for whom an email or U.S. mail address cannot be located in Defendants' records.

2.4.2 **Settlement Website**. The Settlement Administrator shall post a downloadable copy of the long form notice, substantially in the form of Exhibit D, in .pdf format on the Settlement Website. Other key legal documents, such as the operative Complaint, the motion for preliminary approval, any motion for attorneys' fees, costs, and expenses and Service Awards, and any Court orders relating to the Settlement shall be made available on the website. The internet address of the website or a hyperlink to the website shall be included prominently on the notices described in this paragraph 2.4.2. The Settlement Website shall be active and accessible within forty-five (45) days following the issuance of the Preliminary Approval Order.

2.4.3 **IVR Telephone Line**. The Settlement Administrator shall establish and maintain a toll-free IVR telephone line for Class Members to call with Settlement-related inquiries until the date the Settlement is Final. Class Members that wish to obtain live assistance will be provided contact information for Class Counsel.

2.4.4 **Email Notice**. The Settlement Administrator will provide notice to the Class Members via email where at least one email address is available for the Class Member. The email notice will be provided by an email sent by the Settlement Administrator containing text substantially in the form of Exhibit E and will direct recipients to the Settlement Website. The Settlement Administrator must resend any email notice returned as undeliverable to the next available email address or, if none is available, send the Class Member the postcard notice described in paragraph 2.4.5 below.

2.4.5 **Postcard Notice**. For any Class Member who does not have an email address available, the Settlement Administrator will provide notice to the Class Members via U.S. mail containing text substantially in the form of Exhibit F. Before mailing under this paragraph, the Settlement Administrator shall run the last known postal addresses of the Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS. The postcard notice will be provided by a postcard sent via U.S. mail containing text in the form of Exhibit F and will direct recipients to the Settlement Website. The Settlement Administrator must re-mail any postcard returned by the USPS with updated address information through a skip tracing process before re-mailing.

2.5 Objections. Any objections to the Settlement must be in writing and include the case name, *Halter v. Providence Health & Services, et al.*, Case No: 2:25-cv-00210-JNW (W.D. Wash.), and (a) the objector's name; (b) the objector's address; (c) a statement that the objector is a Settlement Class Member; (d) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (e) all documents, information or writings that the objector wants the Court to consider (including copies of any documents relied upon in the objection); (f) the objector's signature; and (g) a notice of intention to participate at the Fairness Hearing (if applicable). (If the objector is represented by counsel, the objector or his counsel must file the objection through the Court's CM/ECF system.) The Court will consider all properly filed and timely objections from Class Members. If the objector wishes to participate and be heard at the Fairness Hearing in addition to submitting a written objection to the Settlement, the objector or his attorney must say so in the written objection or file and serve a notice of intent to participate at the Fairness Hearing. A Settlement Class Member may withdraw an objection by communicating the withdrawal in writing to the Court and Class Counsel. Objections must be submitted at least fourteen (14) days before the Fairness Hearing.

3. FINAL SETTLEMENT APPROVAL

3.1 No later than fifty (50) calendar days before the Fairness Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Approval Order (Exhibit B) in the form approved by Class Counsel and Defense Counsel. The motion for entry of the Final Approval Order shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Approval Order in accordance with this Settlement Agreement. The Final Approval Order as proposed by the Parties shall provide for the following, among other things, as is necessary to carry out the Settlement consistent with applicable law and governing Plan documents:

3.1.1 Approval of the Settlement and the release of the Released Claims covered by this Settlement Agreement, adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate to the Class Members, and directing the Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;

3.1.2 A determination under Fed. R. Civ. P. 23(c)(2) that the Settlement Notice constitutes the best notice practicable under the circumstances and that due and sufficient notice of the Fairness Hearing and the rights of all Class Members has been provided and the requirements of due process have been met;

3.1.3 Dismissal with prejudice of the Action and all Released Claims asserted in the Action, whether asserted by the Class Representative on her own behalf or on behalf of the Class Members, without costs to any of the Parties other than as provided for in this Settlement Agreement;

3.1.4 That the Class Representative and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be (a) conclusively deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims; and (b) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims;

3.1.5 That the Class Representative and each Class Member shall release the Defendants, the Released Parties, Defense Counsel, the Plan, and Class Counsel for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Net Cash Fund and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;

3.1.6 That all applicable CAFA requirements have been satisfied;

3.1.7 That the Settlement Administrator shall have final authority to determine the share of the Net Cash Fund to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court;

3.1.8 That, with respect to any matters that arise concerning the implementation of distributions to Class Members (after allocation decisions have been made by the Settlement Administrator, in its sole discretion pursuant to the Plan of Allocation), all questions not resolved by the Settlement Agreement shall be resolved by the Plan Administrator or other fiduciaries of the Plan, in accordance with applicable law and the governing terms of the Plan; and

3.1.9 That within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members from the Net Cash Fund as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each Person who received a settlement payment or contribution from the Net Cash Fund and the amount of such payment or contribution.

3.2 The Final Approval Order entered by the Court approving the Settlement Agreement shall provide that upon its entry and the Settlement Effective Date, all Parties of the Settlement Class shall be bound by the Settlement.

4. FUNDING THE SETTLEMENT – ESTABLISHMENT OF QUALIFIED SETTLEMENT FUND

4.1 Defendants have agreed to make available approximately $42,724,532.00 for the benefit of Class Members. This is the Gross Settlement Amount. The Gross

Settlement Amount contains three elements described in paragraphs 4.2, 4.3, and 4.4 below.

4.2 Payment for Fees, Costs, and Settlement Administration Expenses. Defendants will pay a total of $6,000,000.00 to the Settlement Class. This is an "all-in" number that includes Attorneys' Fees and Costs, any Service Award, Settlement Administration Expenses, and any taxes and tax-related costs. Defendants will pay the $6,000,000.00 as follows:

4.2.1 Within thirty (30) calendar days after the later of (a) the date the Preliminary Approval Order is entered, or (b) the date the Qualified Settlement Fund is established and the Settlement Administrator (or Class Counsel) has furnished to Defense Counsel in writing the Qualified Settlement Fund name, IRS W-9 Form, and all necessary wiring instructions, Defendants shall pay $100,000.00 to the Settlement Administrator that shall be used to establish the Qualified Settlement Fund.

4.2.2 Within ten (10) calendar days after the Settlement Effective Date, Defendants shall make a second payment of $5,900,000.00 to the Settlement Administrator.

4.3 Unallocated Plan Assets – Forfeiture and Special Unallocated Account Allocation. Within a reasonable period after the Settlement Effective Date, Defendants will allocate to the Plan accounts of the Class Members a total of $21,424,532.72 that was held in the Forfeiture Account and Special Unallocated Account as of December 31, 2025, in accordance with the Plan of Allocation. Solely for purposes of allocating the amounts described in this paragraph, Defendants shall reactivate the accounts of former Participants in the Plan who are members of the Settlement Class and no longer have an active Plan account on the date the Preliminary Approval Order is entered by the Court. Defendants will pay all fees associated with reactivating the accounts of these former Participants. Defense Counsel will notify Class Counsel when the accounts have been reinstated.

4.4 Prospective Relief: Payment of Future Recordkeeping and Plan Administrative Expenses. For calendar years 2026, 2027, and 2028, Providence shall pay (1) the Plan Recordkeeping Expenses and (2) Plan Administrative Expenses. The value of this benefit to Plan Participants is estimated to be approximately $5,100,000.00 each year but may fluctuate in the event of changes in the number of Plan Participants or the amount of the annual Plan Recordkeeping Expenses or Plan Administrative Expenses.

Defendants **shall not** be responsible for Individual Expenses or Investment Fees. Individual Expenses and Investment Fees shall be charged against a Participant's Plan account and shall not be paid by Defendants.

Notwithstanding anything else in this Agreement, Defendants represent that, since 2018 and where administratively feasible, all revenue sharing associated with investments held in the accounts of Plan Participants has been credited back to the accounts of Plan Participants who invest(ed) in the investment options that generated the revenue sharing. Defendants agree that for calendar years 2026, 2027, and 2028, and where administratively feasible, all revenue sharing associated with investments held in the accounts of Plan Participants will continue to be credited back to the accounts of Plan Participants who invest in the investment options that generate the revenue sharing. Within thirty (30) days of a written request to Defense Counsel, or within a reasonable period following the written request if the documents are not available at the time of the written request, Defendants shall provide to Class Counsel, on an annual basis for Plan years 2026, 2027, and 2028, a copy of the annual fee disclosure provided to Plan Participants, a copy of the Fidelity 408(b)(2) fee disclosure document provided to Providence, and an anonymized report showing the revenue sharing credits to the Plan participant accounts in the form of the document that Defendants provided to Class Counsel by email on February 6, 2026. Class Counsel agrees to treat these documents as CONFIDENTIAL within the meaning of the "Agreement Regarding Confidentiality of Documents Exchanged in Support of Private Mediation" executed by the Parties on July 8, 2025, and to use these documents for no other purpose. Defendants shall respond to a single written request for each year, i.e., one request for 2026, one for 2027, and one for 2028, and shall have no further obligations in this respect.

4.5 The Settlement Administrator shall not disburse the Cash Fund or any portion of the Cash Fund except as provided in this Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Settlement Administrator is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.

4.6 The Settlement Administrator shall be responsible for making provision for the payment of any taxes owed as part of the Settlement, other than taxes due when a Plan Participant receives a distribution from the Plan that might include a portion of the Unallocated Plan Assets. The Released Parties, Defense Counsel, and Class Counsel shall have no responsibility or any liability for any taxes or tax expenses owed, or any tax reporting or withholding obligations, if any.

4.7 Taxes and tax expenses are Settlement Administration Expenses to be deducted and paid from the Cash Fund, including but not limited to: (a) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Qualified Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendants or Defense Counsel with respect to any income earned by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund does not qualify as a "qualified settlement fund" within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1; and (b) all tax expenses and costs incurred in connection with the operation and implementation of this Article 4 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article 4). Such taxes and tax expenses shall be Settlement Administration Expenses and shall be paid timely by the Settlement Administrator out of the Cash Fund without prior order from the Court.

4.8 The Settlement Administrator, as the "administrator" within the meaning of Treas. Reg. § 1.468B-2(k)(3), shall ensure compliance with all applicable withholding and reporting requirements, including the provisions of Treas. Reg. § 1.468B-2(l) and shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution of the Cash Fund to any Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses; neither the Released Parties, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Administrator, Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article.

4.9 The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph. If applicable, the Settlement Administrator and the Transferor shall fully cooperate in filing the "relation-back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) to treat the Qualified Settlement Fund as coming into existence as a "qualified settlement fund" within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1 as of the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to be timely made.

4.10 The Settlement Administrator shall, at the written direction of Class Counsel, cause the Escrow Agent to invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the Full Faith and Credit of the United States Government or an agency thereof, or fully insured by the United States Government or an agency thereof, and shall cause the Escrow Agent to reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates.

4.11 No later than February 15 of the year following the calendar year in which Transferor makes any transfer of the Cash Fund, or any other amount, to the Qualified Settlement Fund on behalf of the Transferor pursuant to the terms of this Article 4, the Transferor shall timely furnish a statement to the Settlement Administrator that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468B-3(e)(2)(ii), and shall attach a copy of the statement to its federal income tax return filed for the taxable year in which Defendants make a transfer on its behalf to the Qualified Settlement Fund.

5. PAYMENTS FROM THE CASH FUND

5.1 Disbursements from the Cash Fund before Settlement Effective Date. Class Counsel, subject to the approval of Defendants, which approval shall not be unreasonably withheld, shall direct the Settlement Administrator to disburse money from the Cash Fund as follows:

5.1.1 For costs and expenses of the Settlement Notice. The Settlement Administrator shall disburse money from the Cash Fund to pay the reasonable costs and expenses it incurs providing the Settlement Notice. On a monthly basis, the Settlement Administrator shall provide Class Counsel and Defense Counsel with invoices detailing the Settlement Notice costs and expenses incurred that month.

5.1.2 For fees and expenses of the Independent Fiduciary. The Settlement Administrator shall be directed to disburse money from the Cash Fund to pay the reasonable fees and expenses of the Independent Fiduciary retained pursuant to paragraph 2.1.

5.1.3 For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement.

5.2 Following the payment of the second installment of the Cash Fund as set forth in paragraph 4.2.2, Class Counsel shall direct the Settlement Administrator to disburse money as follows:

5.2.1 For Attorneys' Fees and Costs, as approved by the Court notwithstanding the existence of any appeal therefrom, and no later than fifteen (15) business days following the Settlement Effective Date. The Court's failure to approve in part any application for Attorneys' Fees and Costs sought by Class Counsel shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Settlement. Under no circumstances will any fee not approved by the Court be returned to the Defendants. Instead, the unapproved portion of the fee will be allocated to the Settlement Class as described in the Plan of Allocation.

5.2.2 For the Class Representative's Service Award, as approved by the Court, and no later than fifteen (15) business days following the Settlement Effective Date.

5.2.3 For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement that were not previously paid.

5.2.4 Amounts remaining in the Cash Fund after disbursement of the funds described in paragraphs 5.2.1 to 5.2.3 will be distributed in accordance with the Plan of Allocation. The Settlement Administrator will maintain the amounts in an interest-bearing account pending final distribution of the entirety of the Cash Fund.

5.3 Implementation of the Plan of Allocation. Class Counsel shall propose to the Court a Plan of Allocation, in substantial conformity to the one attached hereto as Exhibit C, which shall provide for the calculation, allocation, and distribution of the Net Cash Fund and Unallocated Plan Assets. The Settlement Administrator shall be exclusively responsible and liable for calculating the amounts payable to the Class Members pursuant to the Plan of Allocation. Upon the Settlement Effective Date, and after the amounts payable pursuant to paragraphs 5.1 and 5.2.1 through 5.2.4 have been disbursed, Class Counsel shall direct the Settlement Administrator to disburse the Net Cash Fund as provided by this Settlement Agreement and the Plan of Allocation.

5.4 Final List of Class Members. Before the disbursement of the Net Cash Fund to the Class Members, the Settlement Administrator shall provide to Defense Counsel and Class Counsel a final list of Class Members, in electronic format, to whom the Net Cash Fund will be distributed in accordance with the Plan of Allocation. Such list shall be final, and only persons on the list or their Beneficiaries or Alternate Payees shall be eligible to receive any recovery from the Settlement.

5.5 Allocation of Amounts to Plan Participants. Within sixty (60) days following the date the Settlement becomes Final, Defendants shall allocate to the Plan accounts of the Class Members the Net Cash Fund and Unallocated Plan Assets payable to Class Members per the Plan of Allocation, attached to this Agreement as Exhibit C, and instructions from the Settlement Administrator.

5.6 Prospective Relief. The Gross Settlement Amount includes amounts that Defendants will pay for Recordkeeping Expenses and Plan Administrative Expenses in 2026, 2027, and 2028.

6. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARD

6.1 Class Counsel will file a motion for an award of Attorneys' Fees and Costs, Settlement Administration Expenses, and Service Award at least thirty-five (35) days before the deadline for Class Members to object to the Settlement.

7. RELEASE AND COVENANT NOT TO SUE

7.1 As of the date the Final Approval Order becomes Final, the Plan (subject to Independent Fiduciary approval as required by paragraph 2.1) and all Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), on their own behalf and on behalf of the Plan, shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged all Released Parties from the Released Claims.

7.2 As of the date the Final Approval Order becomes Final, the Plan (subject to Independent Fiduciary approval as required by paragraph 2.1) and all Class Members expressly agree that they, acting individually or together, or in combination with others, shall not sue or seek to institute, maintain, prosecute, argue, or assert in any action or proceeding (including but not limited to an Internal Revenue Service determination letter proceeding, a Department of Labor proceeding, an arbitration or a proceeding before any state insurance or other department or commission), any cause of action, demand, or claim adverse to the Released Parties on the basis of, connected with, or arising out of any of the Released Claims. Class Counsel, Class Members, or the Plan may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with the Defendants or the Released Parties, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, each Class Member and the Plan shall expressly, upon the entry of the Final Approval Order, be deemed to have, and, by operation of the Final Approval Order, shall have fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Class Representative, Class Members and the Plan acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement of which this release is a part.

7.3 Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement in accordance with the procedures set forth in this Settlement Agreement. Nothing herein shall preclude any Class Member from cooperating with or participating in any investigation, inquiry or proceeding conducted by any federal, state, or local governmental entity or subdivision.

7.4 The Action and all Released Claims shall be dismissed with prejudice.

8. COVENANTS

The Parties covenant and agree as follows:

8.1 Cooperation. Defendants shall cooperate with Class Counsel by using reasonable efforts to provide, to the extent reasonably accessible, information to identify Class Members and to implement the Plan of Allocation.

8.1.1 Defendants or Defense Counsel shall work with the Recordkeeper to provide the following to the Settlement Administrator and/or Class Counsel within ten (10) business days following entry of the Preliminary Approval Order: (a) the names and last known addresses and email addresses of members of the Settlement Class, as compiled from reasonably accessible electronic records maintained by the Recordkeeper; and (b) the Social Security numbers of Class Members in order for the Settlement Administrator to perform a National Change of Address search to update out-of-date addresses and any skip-tracing required to locate Class Members.

8.1.2 With respect to the Plan of Allocation data provided, the Plan's Recordkeeper shall take commercially reasonable steps to ensure the data provided is complete as it exists in the Recordkeeper's systems. Class Members, Class Counsel, Defendants, and Defense Counsel will not be responsible or liable in any way for ensuring the completeness or accuracy of the information provided by the Recordkeeper pursuant to this paragraph.

8.1.3 The Settlement Administrator shall use the information provided by Defendants, Defense Counsel, and/or the Recordkeeper pursuant to paragraphs 8.1.1 and 8.1.2 to compile a preliminary list of Class Members for purposes of sending the Class Notice and calculating payments pursuant to the Plan of Allocation.

8.1.4 Class Counsel and their agents will use any information provided by Defendants, Defense Counsel, and/or the Recordkeeper pursuant to paragraph 8.1 solely for the purpose of providing notice and administering this Settlement and for no other purpose, and will take all reasonable and necessary steps as required by law to maintain the security and confidentiality of this information.

8.2 The Parties shall reasonably cooperate with each other to effectuate this Settlement, including with respect to the Plan of Allocation, and shall not do anything or take any position inconsistent with obtaining a prompt Final Approval Order approving the Settlement unless expressly permitted by the Settlement Agreement. The Parties shall suspend any and all efforts to prosecute and to defend the Action pending entry of the Final Approval Order or, if earlier, termination of the Settlement Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1 Parties' Representations and Warranties. The Parties, and each of them, represent and warrant as follows, and each Party acknowledges that each other Party is relying on these representations and warranties in entering into this Settlement Agreement:

9.1.1 That they have diligently prepared the case pursuant to the Court's orders; that they are voluntarily entering into this Settlement Agreement as a result of arm's length negotiations under the auspices of the Mediator and subsequent negotiations; that in executing this Settlement Agreement, they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter of this Settlement Agreement; and that, except as provided in this Agreement, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any Person representing any Party to this Settlement Agreement. Each Party further recognizes that additional evidence may have come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement.

9.1.2 That they have carefully read the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each Person executing this Settlement Agreement on behalf of the Parties. The Parties further represent and warrant to each other that he, she, they or it has made such investigation of the facts pertaining to the Settlement, this Settlement Agreement, and all of the matters pertaining to the Settlement Agreement as he, she, they or it deems necessary.

9.2 Signatories' Representations and Warranties. Each Person executing this Settlement Agreement on behalf of any other Person does hereby personally represent and warrant to the other Parties that he, she or they has/have the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal whom such individual represents or purports to represent.

10. NO ADMISSION OF LIABILITY

10.1 The Class Representative, Class Counsel, and Class Members agree that this Settlement Agreement, whether or not consummated, and any related negotiations or proceedings, are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of Defendants or Released Parties of any wrongdoing, fault, or liability whatsoever by any of Defendants or Released Parties, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Action or any other proceeding, and Defendants and Released Parties admit no wrongdoing or liability with respect to any of the allegations or claims in the Action. The Class Representative, Class Counsel, and the Class Members agree that this Settlement Agreement, whether or not consummated, and any related negotiations or proceedings, shall not constitute admissions of any liability of any kind, whether legal or factual.

10.2 The Class Representative, while believing that the claims brought in the Action have merit, has concluded that the terms of this Settlement Agreement are fair, reasonable, and adequate to the Plan, herself, and members of the Settlement Class given, among other things, the inherent risks, difficulties, and delays in complex ERISA litigation such as the Action. Neither the fact nor the terms of this Settlement Agreement shall be used or offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Settlement Agreement or arising out of or relating to the Final Approval Order.

11. CONDITIONS TO FINALITY OF SETTLEMENT

This Settlement shall be contingent upon each of the following conditions in this Article 11 being satisfied. The Parties agree that if any of these conditions are not satisfied, then this Settlement Agreement is terminated (subject to Defendants' right to waive the condition set forth in paragraph 11.4) and the Action will, for all purposes with respect to the Parties, revert to its status as of the Settlement Agreement Execution Date. In such event, Defendants will not be deemed to have consented to the class certification order referenced in paragraph 11.1, the agreements and stipulations in this Settlement Agreement concerning the class definition or class certification shall not be used as evidence or argument to support a motion for class certification, and Defendants will retain all rights with respect to challenging class certification.

11.1 Court Approval and Class Certification for Settlement Purposes. The Court shall have certified the Settlement Class for settlement purposes only (and Defendants will not object to this certification for settlement purposes only), the Settlement shall have been approved by the Court, the Court shall have entered the Final Approval Order substantially in the form attached as Exhibit B hereto, and the Settlement Effective Date shall have occurred.

11.2 Finality of Settlement. The Settlement shall have become Final.

11.3 Resolution of CAFA Objections (If Any). In the event that any of the government officials who received a CAFA Notice object to and request modifications to the Settlement, the Class Representative and Class Counsel agree to cooperate and work with Defendants and Defense Counsel to overcome such objection(s) and requested modifications. In the event such objection(s) or requested modifications are not overcome, the Parties shall have the right to terminate the Settlement Agreement.

11.4 Settlement Authorized by Independent Fiduciary. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then the Parties may mutually agree to modify the terms of this Settlement Agreement as necessary to facilitate an approval by the Independent Fiduciary and/or the Independent Fiduciary's release on behalf of the Plan. Otherwise, Defendants shall have the option to waive this condition, in which case such option is to be exercised in writing within ten (10) business days after the Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Parties.

12. TERMINATION, CONDITIONS OF SETTLEMENT, AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

12.1 The Settlement Agreement shall automatically terminate, and thereby become null and void with no further force or effect if:

12.1.1 Under paragraph 2.1, (a) either the Independent Fiduciary does not approve the Settlement Agreement or disapproves the Settlement Agreement for any reason whatsoever, or Defendants reasonably conclude that the Independent Fiduciary's approval does not include the determinations required by the PTE 2003-39; (b) the Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by PTE 2003-39; and (c) Defendants do not exercise their option to waive this condition as provided in paragraph 11.4;

12.1.2 The Preliminary Approval Order or the Final Approval Order is not entered by the Court in substantially the form submitted by the Parties or in a form which is otherwise agreed to by the Parties;

12.1.3 The Settlement Class is not certified as defined in this Settlement Agreement or in a form which is otherwise agreed to by the Parties;

12.1.4 This Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever and the Parties do not mutually agree to modify the Settlement Agreement in order to obtain the Court's approval or otherwise effectuate the Settlement; or

12.1.5 The Preliminary Approval Order or Final Approval Order is finally reversed on appeal, or is modified on appeal, and the Parties do not mutually agree to any such modifications.

12.2 If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Action and the Released Claims asserted by the Class Representative shall for all purposes with respect to the Parties revert to their status as though the Parties never executed the Settlement Agreement. All funds deposited with the Settlement Administrator except any funds used to send Settlement Notice, and any interest earned thereon, shall be returned to Defendants within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void.

12.3 It shall not be deemed a failure to approve the Settlement Agreement if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs, Settlement Administration Expenses, and Class Representative's Service Award and/or modifies any of the proposed orders relating to Attorneys' Fees and Costs, Settlement Administration Expenses and/or the Class Representative's Service Award.

13. CONFIDENTIALITY OF THE SETTLEMENT NEGOTIATIONS AND PERMITTED SETTLEMENT-RELATED COMMUNICATIONS

13.1 Except as set forth explicitly below, the Parties, Class Counsel, and Defense Counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Action and the Settlement Agreement, except that they may discuss the negotiations with the Class Members, the Independent Fiduciary, and the Parties' auditors, tax, legal, and regulatory advisors, provided in each case that they (a) secure written agreements with such persons or entities that such information shall not be further disclosed to the extent such persons are not already bound by confidentiality obligations at least as restrictive as those in this Article 13 and which would otherwise cover the Settlement Agreement; and (b) comply with this Article 13 in all other respects.

13.2 Class Representative and Class Counsel agree that they will not at any time publicly disparage or encourage or induce others to publicly disparage Defendants or any other Released Party.

13.3 Defendants, Class Representative, Class Counsel, and Defense Counsel agree that they will not issue any press release, advertise the Settlement, or communicate with any media sources regarding the Settlement.

13.4 Defendants, Class Representative, Class Counsel, and Defense Counsel agree that they will not publicly disclose the terms of the Settlement until after the motion for preliminary approval of the Settlement has been filed with the Court, other than as necessary to administer the Settlement, or unless such disclosure is pursuant to a valid legal process, a request by a regulatory agency, or as otherwise required by law, government regulations including corporate reporting obligations, or order of the Court.

14. GENERAL PROVISIONS

14.1 The Parties agree to cooperate fully with each other in seeking Court approval of the Preliminary Approval Order and the Final Approval Order, and to do all things as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms. The Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement reasonably in advance of filing.

14.2 This Settlement Agreement, whether or not consummated, and any negotiations or proceedings pertaining to the Settlement are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of any Released Party of any wrongdoing, fault, or liability whatsoever by any Released Party, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Action or any other proceeding.

14.3 Defendants deny all allegations of wrongdoing. Defendants believe that the Plan has been managed, operated, and administered at all relevant times reasonably and prudently, in the best interest of the Plan's participants, and in accordance with ERISA and federal tax law, including the fiduciary duty, anti-inurement and prohibited transaction provisions of ERISA.

14.4 Neither the Parties, Class Counsel, the Released Parties, nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement.

14.5 The Released Parties shall not have any responsibility for or liability whatsoever with respect to the Plan of Allocation, including, but not limited to, the determination of the Plan of Allocation or the reasonableness of the Plan of Allocation.

14.6 The Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, the Released Parties, Defense Counsel, Class Counsel, and the Class Representative will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in the Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments made as part of this Settlement shall not be treated as wages by the Parties.

14.7 Each Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each such Class Member shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.

14.8 Only Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of Plaintiff and Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may notify Class Counsel and direct any requests for enforcement to them. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any action, in response to such request. Any action by Class Counsel to monitor or enforce the Settlement Agreement shall be done without additional fee or reimbursement of expenses beyond the Attorneys' Fees and Costs determined by the Court.

14.9 This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, Washington law.

14.10 The Parties agree that the Court has personal jurisdiction over the Settlement Class and Defendants and shall maintain personal and subject-matter jurisdiction for purposes of resolving any disputes between the Parties concerning compliance with this Settlement Agreement. Any motion or action to enforce this Settlement Agreement—including by way of injunction—may be filed in the U.S. District Court for the Western District of Washington, or asserted by way of an affirmative defense or counterclaim in response to any action asserting a violation of the Settlement Agreement.

14.11 Each party to this Settlement Agreement hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement and that this Settlement Agreement has been explained to that party by his, her, or its counsel.

14.12 Before entry of the Preliminary Approval Order and approval of the Independent Fiduciary, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Parties. Following approval by the Independent Fiduciary, this Settlement Agreement may be modified or amended only if such modification or amendment is set forth in a written agreement signed by or on behalf of all Parties and only if the Independent Fiduciary approves such modification or amendment in writing. Following entry of the Preliminary Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and approved by the Court.

14.13 The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

14.14 Each of the Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.

14.15 All of the exhibits attached to this Settlement Agreement are incorporated by reference as though fully set forth in this Agreement. The exhibits are Exhibit A – Preliminary Approval Order; Exhibit B – Final Approval Order; Exhibit C – Plan of Allocation; Exhibit D – Long Form Notice of Class Action Settlement and Fairness Hearing; Exhibit E – Email Notice; Exhibit F – Postcard Notice; and Exhibit G – Form of CAFA Notice.

14.16 No provision of the Settlement Agreement or of the exhibits attached to the Settlement Agreement shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.

14.17 Principles of Interpretation. The following principles of interpretation apply to this Settlement Agreement:

14.17.1 Headings. Any headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Settlement Agreement or the Articles and paragraphs they caption.

14.17.2 Singular and Plural. Definitions apply to the singular and plural forms of each term defined.

14.17.3 Gender. Definitions apply to the masculine, feminine, non-binary, and neuter genders of each term defined.

14.17.4 References to a Person. References to a Person are also to the Person's permitted successors and assigns, except as otherwise provided herein.

14.17.5 Terms of Inclusion. Whenever the words "include," "includes," or "including" are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

14.18 Survival. All of the covenants, representations, and warranties, express or implied, oral or written, concerning the subject matter of this Settlement Agreement are contained in this Settlement Agreement. No Party is relying on any oral representations or oral agreements. All such covenants, representations, and warranties set forth in this Settlement Agreement shall be deemed continuing and shall survive the Settlement Effective Date.

14.19 Notices. Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier or via email:

IF TO CLASS REPRESENTATIVE:

Beth E. Terrell
Jennifer Rust Murray
TERRELL MARSHALL LAW GROUP PLLC
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
Facsimile: (206) 319-5450

Email: jmurray@terrellmarshall.com

Paul Sharman
THE SHARMAN LAW FIRM LLC
11175 Cicero Drive, Suite 100
Alpharetta, Georgia 30022
Phone: (678) 242-5297
Facsimile: (678) 802-2129
Email: paul@sharman-law.com

IF TO DEFENDANTS:

Deborah S. Davidson
MORGAN, LEWIS & BOCKIUS LLP
110 North Wacker Drive
Chicago, IL 60606-1511
Phone: (312) 324-1000
Email: deborah.davidson@morganlewis.com

Sean K. McMahan
MORGAN, LEWIS & BOCKIUS LLP
1717 Main Street, Suite 3200
Dallas, TX 75201-7347
Phone: (214) 466-4102
Email: sean.mcmahan@morganlewis.com

Any Party may change the address at which it is to receive notice by written notice delivered to the other Parties in the manner described above.

14.20 Entire Agreement. This Settlement Agreement and the exhibits attached to the Settlement Agreement constitute the entire agreement among the Parties and no representations, warranties, or inducements have been made to any party concerning the Settlement other than those contained in this Settlement Agreement and the exhibits to the Settlement Agreement. It specifically supersedes any settlement terms or settlement agreements relating to the Defendants that were previously agreed upon orally or in writing by any of the Parties.

14.21 Counterparts. The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by email attachment of scanned signature pages for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.

14.22 Binding Effect. This Settlement Agreement binds and inures to the benefit of the Parties hereto, their assigns, heirs, administrators, executors, and successors.

14.23 Destruction/Return of Confidential Information. All originals, copies, and summaries of documents, presentations, and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter, including email attachments containing such materials, may be used only with respect to this Settlement and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Further, the Parties agree that the preliminary and final lists of Class Members are confidential and may be used only with respect to this Settlement, and no other purpose. Further, the Parties shall have the right to continue to designate documents provided to any party in connection with this Settlement Agreement as confidential pursuant to this paragraph.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the dates set forth below.

Date: 2/13/2026

On Behalf of Plaintiff, the Plan, and the Settlement Class:

Paul Sharman
THE SHARMAN LAW FIRM LLC
11175 Cicero Drive, Suite 100
Alpharetta, Georgia 30022
Phone: (678) 242-5297
paul@sharman-law.com

Counsel for Plaintiff

Date: 2/13/2026

On Behalf of Defendants:

Deborah S. Davidson
MORGAN, LEWIS & BOCKIUS, LLP
110 N. Wacker Drive
Chicago, IL 60601
Phone: (312) 324-1000
deborah.davidson@morganlewis.com

Counsel for Defendants

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THE HONORABLE JAMAL N. WHITEHEAD

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

VICTORIA HALTER, individually, on behalf of the Providence Health & Services 401(k) Savings Plan and on behalf of all similarly situated participants and beneficiaries of the Plan,

Plaintiff,

v.

PROVIDENCE HEALTH & SERVICES; PROVIDENCE HEALTH & SERVICES TOTAL REWARDS MANAGEMENT COMMITTEE; John and Jane Does 1-30 in their capacities as members of the Administrative Committee,

Defendants.

NO. 2:25-cv-00210-JNW

[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This Action[1] involves claims for alleged breaches of fiduciary duties and other violations of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001, et seq., asserted against Providence Health & Services ("Providence") and the Providence Health & Services Total Rewards Management Committee (collectively, "Defendants"), relating to the Providence Health & Services 401(k) Savings Plan (the "Plan").

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[1] All capitalized terms not otherwise defined in this Preliminary Approval Order shall have the meaning ascribed to them in the Settlement Agreement.

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Presented to the Court for preliminary approval is a Settlement of the Action. The terms of the Settlement are set out in a Settlement Agreement dated February 13, 2026, executed by Class Counsel and Defense Counsel. Upon reviewing the Settlement Agreement and the supporting materials submitted in connection with the Motion for Preliminary Approval, and good cause appearing therefore, it is hereby ORDERED as follows:

1. **Preliminary Approval of Proposed Settlement**: The Court preliminarily finds that:

A. The proposed Settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by a neutral mediator;

B. The Settlement was negotiated only after Class Counsel had received pertinent information and documents from Defendants;

C. Class Counsel and the Class Representative have submitted declarations in support of the Settlement;

D. If the Settlement had not been achieved, the Class Representative and the Settlement Class faced the expense, risk, and uncertainty of protracted litigation;

E. The amount of the Settlement is fair, reasonable, and adequate, taking into account the costs, risks, and delay of litigation, trial, and appeal. The method of distributing the Net Cash Amount is efficient, relying substantially on Defendants' and the Plan Recordkeeper's records, and requiring no filing of claims. The Settlement terms related to Attorneys' Fees and Costs, as well as a Service Award to the Class Representative, do not raise any questions concerning fairness of the Settlement, and there are no agreements, apart from the Settlement, required to be considered under Fed. R. Civ. P. 23(e)(2)(C)(iv); and

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F. Considering the relevant Ninth Circuit factors, the Settlement is sufficiently fair, reasonable, and adequate to warrant sending the Settlement Notice to the Settlement Class.

2. **Fairness Hearing**: A hearing will be held on [a date no sooner than one hundred twenty (120) calendar days after the date of the Preliminary Approval Order] _ _ _ _ , 2026, at _____.m., in Courtroom XXX of the U.S. District Court for the Western District of Washington, before the undersigned U.S. Judge, to determine, among other issues:

A. Whether the Court should approve the Settlement as fair, reasonable, and adequate;

B. Whether the Court should enter the Final Approval Order; and

C. Whether the Court should approve any motion for Attorneys' Fees and Costs, Settlement Administration Expenses, and a Class Representative Service Award.

3. **Settlement Administrator**: The Court approves and orders that ____ shall be the Settlement Administrator responsible for carrying out the responsibilities set forth in the Settlement Agreement.

A. The Settlement Administrator shall use the data provided by Defendants and the Plan's Recordkeeper solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.

B. The Parties shall have the right to approve a written protocol to be provided by the Settlement Administrator concerning how the Settlement Administrator will maintain, store, and dispose of information provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.

4. **Preliminary Class Certification**: In accordance with the Settlement Agreement, and pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure, this Court hereby conditionally certifies the following Settlement Class:

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All Participants or Beneficiaries of the Plan, including any Alternate Payee who is entitled to a benefit under the Plan as a result of a QDRO, from January 1, 2018, through the date the Preliminary Approval Order is entered by the Court.

5. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court preliminarily finds that:

A. as required by Fed. R. Civ. P. 23(a)(1), the Settlement Class is so numerous that joinder of all members is impracticable;

B. as required by Fed. R. Civ. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class;

C. as required by Fed. R. Civ. P. 23(a)(3), the claims of the Class Representative are typical of the claims of the Settlement Class that the Class Representative seeks to certify;

D. as required by Fed. R. Civ. P. 23(a)(4), the Class Representative will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Class Representative and the nature of the alleged claims are consistent with those of the Settlement Class members; and (ii) there appear to be no conflicts between or among the Class Representative and the Settlement Class;

E. as required by Fed. R. Civ. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in the Class Action; or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests; and as required by Fed. R. Civ. P.

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23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Class Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

6. The Court appoints Victoria Halter as Class Representative for the Settlement Class. Further, the Court appoints Terrell Marshall Law Group PLLC, the Sharman Law Firm LLC, and Geist Law Group as Class Counsel.

7. **Settlement Notice**: The Parties have presented to the Court the Settlement Notice, which are the proposed forms of notice regarding the Settlement for mailing and/or emailing to Class Members (Exhibits D-F to the Settlement Agreement).

A. The Court approves the text of the Settlement Notice and finds that the proposed forms and content therein fairly and adequately:

i. Summarize the claims asserted;

ii. Describe the terms and effect of the Settlement, the Settlement Agreement, and the Plan of Allocation;

iii. Notify the Settlement Class that Class Counsel will seek compensation from the Gross Settlement Amount for Attorneys' Fees and Costs, Settlement Administration Expenses, and a Class Representative Service Award;

iv. Give notice to the Settlement Class of the time and place of the Fairness Hearing, and Class Members' right to appear; and

v. Describe how the recipients of the Settlement Notice may object to the Settlement, any requested Attorneys' Fees and Costs, Settlement Administration Expenses, or the Class Representative Service Award.

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B. Pursuant to Rule 23(c)(2) and (e) of the Federal Rules of Civil Procedure, sending the Settlement Notice and its contents by email and/or first-class mail constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and due process.

C. Within forty-five (45) calendar days of the date of the Preliminary Approval Order, the Settlement Administrator will commence sending the email notice to the Class Members' email where at least one email address is available for the Class Member. The email notice will be provided by an email sent by the Settlement Administrator containing text substantially in the form of Exhibit E to the Settlement Agreement and will direct recipients to the Settlement Website. The Settlement Administrator must resend any email notice returned as undeliverable to the next available email address or, if none is available, send the Class Member the postcard notice described in paragraph 7.D. below.

D. For any Class Member who does not have an email address available, the Settlement Administrator will provide notice to the Class Member via U.S. mail. Before mailing under this paragraph, the Settlement Administrator shall run the last known postal addresses of the Class Member through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS. The postcard notice will be provided by a postcard sent via U.S. mail containing text substantially in the form of Exhibit F to the Settlement Agreement and will direct recipients to the Settlement Website. The Settlement Administrator must re-mail any postcard returned by the USPS with

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updated address information through a skip tracing process before re-mailing.

E. By no later than forty-five (45) calendar days after entry of this Preliminary Approval Order, the Settlement Administrator shall post a downloadable copy of the long form notice, substantially in the form of Exhibit D to the Settlement Agreement, in .pdf format on the Settlement Website.

F. The Settlement Website shall be active and accessible within forty-five (45) days following the issuance of the Preliminary Approval Order.

G. By no later than forty-five (45) calendar days after entry of this Preliminary Approval Order, the Settlement Administrator shall establish and maintain a toll-free IVR telephone line for Class Members to call with Settlement-related inquiries until the date the Settlement is Final. Class Members that wish to obtain live assistance will be provided contact information for Class Counsel.

8. **Approval of CAFA Notice**: The Court approves the form of the CAFA Notice attached as Exhibit G to the Settlement Agreement and orders that upon mailing of the CAFA Notice, Defendants shall have fulfilled their obligations under CAFA.

9. **Establishment of Qualified Settlement Fund**: A common fund is agreed to by the Parties in the Settlement Agreement and is hereby established and shall be known as the "Qualified Settlement Fund." The Qualified Settlement Fund shall be a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468-1(a) promulgated under Section 468B of the Internal Revenue Code. The Qualified Settlement Fund shall be funded and administered in accordance with terms of the Settlement Agreement.

Defendants shall have no withholding, reporting or tax reporting responsibilities with regard to the Qualified Settlement Fund or its distribution, except as otherwise specifically identified in the Settlement Agreement. Moreover, Defendants shall have no liability, obligation, or responsibility for administration of the Qualified Settlement Fund or the disbursement of any

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monies from the Qualified Settlement Fund except for: (1) their obligation to cause the Gross Settlement Amount to be paid; and (2) their agreement to cooperate in providing information that is necessary for settlement administration set forth in the Settlement Agreement.

The Settlement Administrator may make disbursements out of the Qualified Settlement Fund only in accordance with this Preliminary Approval Order or any additional orders issued by the Court. The Qualified Settlement Fund shall expire after the Settlement Administrator distributes all of the assets of the Qualified Settlement Fund in accordance with the Settlement Agreement; provided, however, that the Qualified Settlement Fund shall not terminate until its liability for any and all government fees, fines, taxes, charges, and excises of any kind, including income taxes, and any interest, penalties or additions to such amounts are, in the Settlement Administrator's sole discretion, finally determined and all such amounts have been paid by the Qualified Settlement Fund. The Court and the Settlement Administrator recognize that there will be tax payments, withholding and reporting requirements in connection with the administration of the Qualified Settlement Fund. The Settlement Administrator shall, in accordance with the Settlement Agreement, determine, withhold, and pay over to the appropriate taxing authorities any taxes due with respect to any distribution from the Qualified Settlement Fund and shall make and file with the appropriate taxing authorities any reports or returns due with respect to any distributions from the Qualified Settlement Fund. The Settlement Administrator also shall determine and pay any income taxes owing with respect to the income earned by the Qualified Settlement Fund. Additionally, the Settlement Administrator shall file returns and reports with the appropriate taxing authorities with respect to the payment and withholding of taxes.

The Settlement Administrator, in its discretion, may request expedited review and decision by the IRS or the applicable state or local taxing authorities with regard to the correctness of the returns filed for the Qualified Settlement Fund and shall establish reserves to assure the availability of sufficient funds to meet the obligations of the Qualified Settlement Fund itself and the Settlement Administrator as fiduciaries of the Qualified Settlement Fund. Reserves may be established for taxes on the Qualified Settlement Fund income or on distributions. The Settlement

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Administrator shall have all the necessary powers, and take all necessary ministerial steps, to effectuate the terms of the Settlement Agreement. Such powers include investing, allocating and distributing the Qualified Settlement Fund, and in general supervising the administration of the Settlement Agreement in accordance with its terms and this Order. The Settlement Administrator shall keep detailed and accurate accounts of all investments, receipts, disbursements and other transactions of the Qualified Settlement Fund. All accounts, books, and records relating to the Qualified Settlement Fund shall be open for reasonable inspection by such persons or entities as the Court orders. Included in the Settlement Administrator's records shall be complete information regarding actions taken with respect to the award of any payments to any person, the nature and status of any payment from the Qualified Settlement Fund, and other information which the Settlement Administrator considers relevant to showing that the Qualified Settlement Fund is being administered, and awards are being made, in accordance with the purposes of the Settlement Agreement, this Preliminary Approval Order, and any future orders that the Court may find it necessary to issue.

10. **Petition for Attorneys' Fees and Costs, Settlement Administration Expenses and Service Award**: Any petition by Class Counsel for Attorneys' Fees and Costs, Settlement Administration Expenses, and Service Award to the Class Representative, and all briefs and other documents in support thereof, shall be filed no later than ____________ (thirty-five (35) days before the deadline for Class Members to object to the Settlement). The fee petition shall be posted on the Settlement Website within twenty-four (24) hours of its filing.

11. **Objections to Settlement**: Any objections to the Settlement must be in writing and include the case name, *Halter v. Providence Health & Services, et al.*, Case No: 2:25-cv-00210-JNW (W.D. Wash.), and (a) the objector's name; (b) the objector's address; (c) a statement that the objector is a Settlement Class Member; (d) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (e) all documents, information or writings that the objector wants the Court to consider (including copies of any documents relied upon in the objection); (f) the objector's signature; and (g) a notice of intention to participate at

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the Fairness Hearing (if applicable). (If the objector is represented by counsel, the objector or his counsel must file the objection through the Court's CM/ECF system.) The Court will consider all properly filed and timely objections from Class Members. If the objector wishes to participate and be heard at the Fairness Hearing in addition to submitting a written objection to the Settlement, the objector or his attorney must say so in the written objection or file and serve a notice of intent to participate at the Fairness Hearing. A Class Member may withdraw an objection by communicating the withdrawal in writing to the Court and Class Counsel. Objections must be submitted at least fourteen (14) days before the Fairness Hearing. The address for filing objections with the Court is as follows:

Clerk of Court U.S. District Court for the Western District of Washington
United States Courthouse
700 Stewart Street, Suite 16128
Seattle, WA 98101-9906
Re: *Halter v. Providence Health & Servs., et al.*, Case No. 2:25-cv-00210-JNW

12. **Responses to Objections and Final Approval Motion**: Any party may file a response to an objection by a Class Member or CAFA Notice recipient at least seven (7) calendar days before the Fairness Hearing, and Class Counsel shall file a motion for entry of the Final Approval Order (as defined in the Settlement Agreement) at least fifty (50) calendar days before the Fairness Hearing.

13. **No Claims Pending Final Approval Order**: Until this Court determines whether or not to finally approve the Settlement Agreement, no Class Member may, directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against Defendants, the Released Parties, and/or the Plan as set forth in the Settlement Agreement.

14. **Continuance of Hearing**: The Court may adjourn, modify, or continue the Fairness Hearing without further direct notice to the Class Members, other than by notice via the Court's docket or the Settlement Website and the right to schedule the hearing to occur by telephone or video conference.

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IT IS SO ORDERED.

DATED this _______ day of ___________________________, 2026.

____
THE HONORABLE JAMAL N. WHITEHEAD

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EXHIBIT B

EXHIBIT B

THE HONORABLE JAMAL N. WHITEHEAD

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

VICTORIA HALTER, individually, on behalf of the Providence Health & Services 401(k) Savings Plan and on behalf of all similarly situated participants and beneficiaries of the Plan,

Plaintiff,

v.

PROVIDENCE HEALTH & SERVICES; PROVIDENCE HEALTH & SERVICES TOTAL REWARDS MANAGEMENT COMMITTEE; John and Jane Does 1-30 in their capacities as members of the Administrative Committee,

Defendants.

NO. 2:25-cv-00210-JNW

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Wherefore, this class action came before the Court for a hearing on _________, 2026, to determine the fairness of the proposed Settlement presented to the Court and the subject of this Court's Preliminary Approval Order. Due notice having been given and the Court having been fully advised in the premises, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. For purposes of this Final Approval Order, except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as are ascribed to them in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this Action and personal

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jurisdiction over all parties to the Action, including all members of the Settlement Class.

3. For the sole purpose of settling and resolving the Action, the Court certifies the Action as a class action pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure. The Settlement Class is defined as:

> All Participants or Beneficiaries of the Plan, including any Alternate Payee who is entitled to a benefit under the Plan as a result of a QDRO, from January 1, 2018, through the date the Preliminary Approval Order is entered by the Court.

4. The Court finds for the sole purpose of settling and resolving the Action that:

(a) as required by Fed. R. Civ. P. 23(a)(1), the Settlement Class is so numerous that joinder of all members is impracticable.

(b) as required by Fed. R. Civ. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class.

(c) as required by Fed. R. Civ. P. 23(a)(3), the claims of the Class Representatives are typical of the claims of the Settlement Class.

(d) as required by Fed. R. Civ. P. 23(a)(4), the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Class Representatives and the nature of the alleged claims are consistent with those of the Settlement Class members; and (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class.

(e) as required by Fed. R. Civ. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in this Class Action; or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests.

(f) as required by Fed. R. Civ. P. 23(g), Class Counsel are capable of fairly and

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adequately representing the interests of the Settlement Class, and Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Class Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

5. The Court hereby appoints Victoria Halter as Class Representative for the Settlement Class.

6. The Court hereby finds that the Settlement Class has received proper and adequate notice of the Settlement, the Fairness Hearing, Class Counsel's application for Attorneys' Fees and Costs, the payment of Settlement Administration Expenses, the Service Award to the Class Representatives, and the Plan of Allocation, such notice having been given in accordance with the Preliminary Approval Order. Such notice included individual notice to all members of the Settlement Class who could be identified through reasonable efforts, as well as notice through the dedicated Settlement Website on the internet, and provided valid, due, and sufficient notice of these proceedings and of the matters set forth in this Final Approval Order, and included sufficient information regarding the procedure for the making of objections. Such notice constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Fed. R. Civ. P. 23 and the requirements of due process.

7. The Court hereby approves the Settlement and orders that the Parties take all necessary steps to effectuate the terms of the Settlement Agreement.

8. In accordance with the Court's orders, and as reflected in the information from the Settlement Administrator Analytics Consulting LLC, the Settlement Notice was timely distributed by email and/or first-class mail to all Class Members who could be identified with reasonable effort. In addition, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711, et seq. ("CAFA"), notice was provided to the Attorneys General for each of the states in which a Class Member resides, the Attorney General of the United States, and the Secretary of the Department of Labor of the United States.

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9. The form and methods of notifying the Class Members of the terms and conditions of the proposed Settlement Agreement met the requirements of Rule 23(c)(2) and 23(e) and due process, and constituted the best notice practicable under the circumstances; and due and sufficient notices of the Fairness Hearing and the rights of all Class Members have been provided to all people, powers and entities entitled thereto, and the requirements of Rule 23 and due process have been met.

10. Pursuant to Fed. R. Civ. P. 23(e), the Court finds that the Settlement is fair, reasonable, and adequate, based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

(a) The Settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by a neutral mediator;

(b) The Settlement was negotiated only after Class Counsel had received pertinent information and documents from Defendants;

(c) The Settling Parties were well positioned to evaluate the value of the Action;

(d) If the Settlement had not been achieved, the Parties faced the expense, risk, and uncertainty of extended litigation;

(e) The total monetary value of the Settlement (approximately $42,724,532.00) and the award and approval of Attorneys' Fees and Costs, Settlement Administration Expenses, and Service Award, are fundamentally fair, reasonable, and adequate. The Settlement amount is within the range of reasonable settlements that would have been appropriate in this case, based on the nature of the claims, the potential recovery, the risks of litigation, and settlements that have been approved in other similar cases;

(f) The Class Representative and Class Counsel have concluded that the Settlement Agreement is fair, reasonable, and adequate;

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(g) Class Members had the opportunity to be heard on all issues regarding the Settlement and release of claims by submitting objections to the Settlement Agreement to the Court;

(h) There were _____ objections to the settlement. The Court has considered those objections, and they do not affect the Court's determination that the Settlement is fair, reasonable, and adequate. Accordingly, the Court overrules them with prejudice; and

(i) The Settlement was reviewed by an Independent Fiduciary, ___, who has approved the Settlement on behalf of the Plan.

11. The Class Representative and each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns, on their own behalf and on behalf of the Plan, shall be (a) conclusively deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants, the Plan, and the Released Parties from all Released Claims; and (b) barred and enjoined from suing Defendants, the Plan, or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims; whether or not such Class Member received a monetary benefit from the Settlement; whether or not such Class Member actually received the Settlement Notice, or read the Settlement Notice; whether or not such Class Member has filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, Settlement Administration Expenses, Service Award, or Plan of Allocation; and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

12. The Class Representative, Class Members, and the Plan hereby release the Defendants, the Released Parties, Defense Counsel, the Plan, and Class Counsel for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Net Cash Fund and

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for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

13. The Class Representative, Class Members, and the Plan hereby settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including without limitation, Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her would have materially affected his or her settlement with the debtor or released party." The Class Representative, Class Members, and the Plan with respect to the Released Claims also hereby waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

14. The Court finds that it has subject matter jurisdiction over the claims herein and personal jurisdiction over the Defendants and the Class Members pursuant to the provisions of ERISA and expressly retains that jurisdiction for purposes of enforcing and interpreting this Final Approval Order and/or the Settlement Agreement.

15. The Court finds that all applicable CAFA requirements have been satisfied.

16. The Plan of Allocation is finally approved as fair, reasonable, and adequate. The Settlement Administrator shall distribute the Net Cash Fund and Unallocated Plan Assets in accordance with the Plan of Allocation and the Settlement Agreement. The Settlement Administrator shall have final authority to determine the share of the Net Cash Fund and Unallocated Plan Assets to be allocated to each Class Member pursuant to the Plan of Allocation approved by the Court.

17. With respect to any matters that arise concerning the implementation of distributions to Class Members (after allocation decisions have been made by the Settlement Administrator in its sole discretion pursuant to the Plan of Allocation), all questions not resolved

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by the Settlement Agreement shall be resolved by the Authorized Administrator or other fiduciaries of the Plan, in accordance with applicable law and the governing terms of the Plan.

18. Within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members from the Net Cash Fund and Unallocated Plan Assets as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each Person who received a Settlement payment from the Net Cash Fund and Unallocated Plan Assets and the amount of such payment or contribution.

19. Upon the entry of this Final Approval Order and the Settlement Effective Date under the Settlement Agreement, all Settling Parties, and the Settlement Class shall be bound by the Settlement Agreement and by this Final Approval Order.

20. In the event that the Settlement Agreement is terminated, in accordance with its terms, this Final Approval Order shall be rendered null and void, *ab initio*, and shall be vacated *nunc pro tunc*, and the Class Action shall for all purposes with respect to the Parties revert to its status as of the day immediately before the day the Settlement was reached. The Parties shall be afforded a reasonable opportunity to negotiate a new case management schedule.

21. **Final Approval Granted**: The Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the Settlement of the Class Action is APPROVED as fair, reasonable and adequate to the Plan and the Settlement Class. The Motion for Attorneys' Fees and Costs, Settlement Administration Expenses, and Service Award is hereby GRANTED.

22. **Judgment**: The Court hereby enters judgment on all claims, counts, and causes of action alleged in the Action. Notwithstanding the reservation of jurisdiction in Paragraph 2 of this Final Approval Order, this is a final and appealable judgment that ends the litigation of the Action. The Clerk is directed to enter this judgment in the civil docket forthwith.

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IT IS SO ORDERED.

DATED this _______ day of ___________________________, 2026.

____
THE HONORABLE JAMAL N. WHITEHEAD

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EXHIBIT C

EXHIBIT C

PLAN OF ALLOCATION

I. **DEFINITIONS**

Except as indicated in this Plan of Allocation, the capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement and the exhibits thereto.

II. **CALCULATION OF ALLOCATION AMOUNTS**

A. Per Section 8.1 of the Settlement Agreement, Defendants or Defense Counsel shall work with the Plan's Recordkeeper to provide the Settlement Administrator with the data reasonably necessary to determine the amount of the Net Cash Fund to be distributed to each Class Member in accordance with this Plan of Allocation.

B. The data reasonably necessary to perform calculations under this Plan of Allocation are as follows: the full name, last known address, and Social Security number of each Class Member who was a Participant in the Plan from January 1, 2018, to and including the date of the Preliminary Approval Order, and who had an account balance exceeding $0 at any point during this timeframe.

C. The Net Cash Fund and the Unallocated Plan Assets will be allocated on a per capita basis to each member of the Settlement Class.

D. For purposes of facilitating Settlement payments, Providence and/or the Recordkeeper shall reactivate the accounts of any Class Member who does not have an active Plan account.

E. The payment to each Class Member will be calculated by the Settlement Administrator. The Net Cash Fund and Unallocated Plan Assets will then be deposited into the Plan for allocation by the Recordkeeper pursuant to instructions from the Settlement Administrator. All such payments are intended to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. The Recordkeeper shall invest each Class Member's settlement

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payment in the Vanguard Fiduciary Trust Company Target Retirement Income Trust. No taxes will be withheld from these payments.

F. Within sixty (60) days following the date the Settlement becomes Final, Defendants shall allocate to the Plan accounts of the Class Members the Net Cash Fund and Unallocated Plan Assets payable to Class Members per the Plan of Allocation and instructions from the Settlement Administrator.

G. The Plan's normal rules for benefit distributions, including for distribution events and de minimis distributions, shall apply to the Net Cash Fund and Unallocated Plan Assets allocated to a Participant, Beneficiary and Alternate Payee Account. Class Members subject to distribution events and de minimis distributions will receive a check from the Plan subject to applicable tax and penalty withholdings. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Net Cash Fund, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Net Cash Fund. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

H. If the Settlement Administrator concludes that it is impracticable to implement any provision of the Plan of Allocation, it shall be authorized to make such changes to the methodology as are necessary to implement as closely as possible the terms of the Settlement Agreement, so long as the total amount of distributions does not exceed the Net Cash Fund.

I. No sooner than thirty (30) calendar days following the expiration of all undeposited checks issued pursuant to this Plan of Allocation, any amount remaining from the Net Cash Fund shall be paid *cy pres* to the Legal Foundation of Washington. Unless otherwise expressly provided

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for in the Settlement Agreement, no part of the Net Cash Fund may be used to reimburse Defendants or otherwise offset costs, including Settlement-related costs, incurred by Defendants.

J. Neither the Released Parties, Defense Counsel, nor Class Counsel shall have any responsibility for or liability whatsoever with respect to any tax advice given to Class Members.

III. QUALIFICATIONS AND CONTINUING JURISDICTION

The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.

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EXHIBIT D

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

If you are or were a participant in, or beneficiary of, the Providence Health & Services 401(k) Savings Plan at any time from January 1, 2018, through [the date of preliminary approval of the Settlement], you may be a part of a class action settlement.

IMPORTANT
PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE RELATES TO THE PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT AND, IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO OBJECT TO THE SETTLEMENT.

A federal court authorized this notice (referred to herein as "Settlement Notice"). You are not being sued. This is not a solicitation from a lawyer.

- The United States District Court for the Western District of Washington ("Court") has given its preliminary approval to a proposed settlement (the "Settlement") related to the Providence Health & Services 401(k) Savings Plan (the "Plan") as a result of a class action lawsuit ("Action") brought by certain participants in the Plan against Providence Health & Services ("Providence") and the Providence Health & Services Total Rewards Management Committee (collectively, "Defendants"), alleging violations of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Defendants deny any and all claims and liability, and nothing in the Settlement is an admission or concession on Defendants' part of any fault, wrongdoing, or liability whatsoever.

- You may be a Class Member if you were a Participant in or a Beneficiary of the Plan at any time from January 1, 2018, through [the date of preliminary approval of the Settlement], or if you are an Alternate Payee entitled to a Plan benefit as a result of a Qualified Domestic Relations Order ("QDRO").

- The Settlement will provide for a Gross Settlement Amount valued at approximately $42,724,532.00 that includes three components.

  - **First,** Defendants will allocate the total assets held in the Plan's Forfeiture Account and Special Unallocated Account as of December 31, 2025 (totaling approximately $21,424,532.72 as of that date) to Class Members' Plan accounts. For purposes of allocating these funds, Defendants will reactivate the Plan accounts of any former Plan Participants who are Class Members.

  - **Second,** for calendar years 2026, 2027, and 2028, Defendants will pay the Plan's Recordkeeping Expenses and Plan Administrative Expenses. Defendants estimate that the value of this benefit is $5,100,000.00 per year or $15,300,000.00 total.

  - **Third,** Defendants will pay $6,000,000.00 that will be used to pay any court-awarded Attorneys' Fees and Costs, Settlement Administration Expenses, and any Court-awarded Class Representative Service Award. Any remaining amounts after

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payment of these expenses will be allocated to the Class Members.

Class Members will receive a payment deposited directly into their Plan accounts.

The terms and conditions of the Settlement are set forth in the Settlement Agreement (including Exhibits A-G) filed with the Court on _____. Capitalized terms used in this Settlement Notice but not defined in this Settlement Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement is available at www.XXXXXXXXX.com. Certain other documents also will be posted on that website. You should visit that website if you would like more information about the Settlement or the Action. All papers filed in this lawsuit also are available, for a fee, via the Public Access to Court Electronic Records System (PACER), at http://www.pacer.gov, and may also be reviewed in person, as allowed by the Court, during regular business hours at the Office of the Clerk of the Western District of Washington, 700 Stewart Street, Seattle, WA 98101-9906. **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**.

- Class Counsel intend to ask the Court to award them $XXXX in attorneys' fees, which is XX% of the Gross Settlement Amount. Class Counsel also will ask the Court to award them $XXX to reimburse them for the out-of-pocket costs they have paid to prosecute this Action on behalf of the Class Members. Class Counsel also intend to ask the Court to approve a Service Award for the Class Representative in the amount of $XXXX and to authorize the payment of Settlement Administration Expenses from the Gross Settlement Fund.

- Your rights and the choices available to you – and the applicable deadlines to act – are explained in this settlement notice. Please note that neither Providence nor any employees or representatives of Defendants may advise you as to what the best choice is for you or how you should proceed.

- The Court still has to decide whether to give its final approval to the Settlement. Payments under the Settlement will be made only if the Court finally approves the Settlement and that final approval is upheld in the event of any appeal.

- A Fairness Hearing ("Fairness Hearing") will take place on _____, 2026 at ____ P.S.T., before the Honorable Jamal N. Whitehead at the U.S. District Court for the Western District of Washington, to determine whether to grant final approval of the Settlement and approve the requested Attorneys' Fees and Costs, Settlement Administration Expenses, and a Class Representative Service Award. The date and time of the Fairness Hearing are subject to change by court order, but any changes will be posted at www.XXXXXXX.com. You should check this website to ensure that the date has not changed.

- Any objections to the Settlement, or to the requested Attorneys' Fees and Costs, Settlement Administration Expenses, or Service Award, along with any supporting documents, must be mailed to, or filed with, the Court at the address identified under Question No. 16, below.

- Further information regarding the Action, the Settlement, and this Settlement Notice, including any changes to the terms of the Settlement and all orders of the Court regarding the Settlement, may be obtained at www.XXXXXXX.com.

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<u>Please read this notice carefully.</u> Your legal rights are affected whether you act or not.

THIS TABLE CONTAINS A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you are or were a Participant or Beneficiary of the Plan at any time from January 1, 2018, through the date of the Preliminary Approval Order, or an Alternate Payee during that same timeframe, you may be eligible to receive payment from the Settlement. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled.
YOU CAN OBJECT BY XXXXXX, 2026	You may write to the Court if you don't like the Settlement to explain why you object. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled, regardless of whether you objected to the Settlement.
YOU CAN ATTEND A HEARING ON XXXXXX, 2026	You may ask to speak in Court about the fairness of the Settlement if you notify the Court and counsel of your intent to appear at the hearing. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled, regardless of whether you spoke in Court about the fairness of the Settlement.

EXHIBIT D

BASIC INFORMATION

1. What is this notice and why should I read it?

A court authorized this Settlement Notice to let you know about a proposed settlement of a class action lawsuit called *Halter v. Providence Health & Services, et al*, Case No: 2:25-cv-00210-JNW (W.D. Wash.), brought on behalf of the Settlement Class, and pending in the United States District Court for the Western District of Washington. This notice describes the Settlement. Please read this notice carefully. Your rights and options—and **the deadlines to exercise them—**are explained in this notice. Please understand that if you are a Settlement Class member, your legal rights are affected regardless of whether you act.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who allegedly have similar claims. After the Parties reached an agreement to settle this Action, the Court granted preliminary approval of the Settlement. Among other things, this preliminary approval permits Settlement Class members to voice their support of, or opposition to, the Settlement before the Court makes a final determination as to whether to approve the Settlement. In a class action, the Court resolves the issues for all Settlement Class members.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiff filed a class action complaint against Defendants on behalf of the Plan and a class of Plan Participants, alleging certain claims for breach of fiduciary duty and prohibited transactions under the ERISA. A complete description of Plaintiff's allegations is in the Complaint, which is available on the Settlement Website at www.XXXXXXXXX.com.

Defendants have denied and continue to deny any and all of Plaintiff's claims and allegations in their entirety. Defendants deny that they are liable to the Plaintiff or the Settlement Class members, and deny that the Plaintiff, Settlement Class members, or the Plan have suffered any harm or damage for which Defendants could or should be held responsible. Defendants assert that at all times their conduct was lawful. Defendants contend that the Plan has been managed, operated, and administered at all relevant times in compliance with ERISA and applicable regulations and in the best interests of the Plan participants.

4. Why is there a Settlement?

The Court has not decided in favor of either side in this Action. Instead, both sides agreed to a settlement. That way, both sides avoid the cost and risk of a trial, and the affected Plan Participants, Beneficiaries, and Alternate Payees will receive a benefit that they would not have otherwise received if the Class Representative had litigated the Action and lost. The Class Representative

EXHIBIT D

and her attorneys believe the Settlement is in the best interests of the Class Members and the Plan.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am a Settlement Class member and included in the Settlement?

The Court decided that everyone who fits this description is a **Class Member**:

> All Participants or Beneficiaries of the Plan, including any Alternate Payee who is entitled to a benefit under the Plan as a result of a QDRO, from January 1, 2018, through the date the Preliminary Approval Order is entered by the Court.

The "**Settlement Class Period**" is defined as January 1, 2018, through [the date the Court enters the Preliminary Approval Order].

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the Settlement, Defendants will make available the Gross Settlement Amount of approximately $39,500,000.00 to resolve the claims of the Settlement Class. The Gross Settlement Amount includes the following benefits:

- Defendants shall allocate the total assets held in the Plan's Forfeiture Account and Special Unallocated Account as of December 31, 2025 (which totaled approximately $21,424,532.72 and are referred to as the Unallocated Plan Assets) to the Plan accounts of the Settlement Class. For purposes of this Settlement, the accounts of former Plan Participants who are in the Settlement Class will be reactivated at Defendants' expense. Class Counsel has proposed that the funds be allocated according to a Plan of Allocation that is available on the Settlement Website and must be approved by the Court. All Class Members will receive a payment into their Plan accounts. In accordance with the Plan rules, former Plan Participants who had an account reactivated to receive settlement funds may request a distribution of their account or may be subject to the Plan's normal process for automatically distributing account balances of $1,000.00 or less. Those individuals, their Beneficiaries, or Alternate Payees, who request a distribution or are subject to an automatic distribution will receive a check from the Recordkeeper, less any required tax withholdings or penalties.

- Defendants will pay for calendar years 2026, 2027, and 2028, (1) the Plan Recordkeeping Expenses; and (2) Plan Administrative Expenses. The value of this benefit to Plan Participants is estimated to be approximately $5,100,000.00 each year ($15,300,000.00 total).

- Defendants will pay a total of $6,000,000.00 to be used to pay any Court-approved Attorneys' Fees and Costs, Settlement Administration Expenses, and Service Award to the Class Representative. Any funds remaining after the Court-awarded amounts have been paid will be allocated to Class Members according to a Plan of Allocation to be approved by the Court.

All Settlement Class members will fully release the Released Parties from the Released Claims. The Released Parties include Defendants, and each and all of their respective past and present predecessors, successors, parents, subsidiaries, affiliates, members, officers, employees, directors, trustees, auditors, consultants, attorneys and insurers, including any of the foregoing who have acted as a fiduciary or provided services to the Plan during the Settlement Class Period, and each person that controls, is controlled by, or is under common control with them; the Plan and the Plan's current and past fiduciaries, administrators, plan administrators, recordkeepers, service providers, consultants, attorneys, agents, insurers and parties in interest; and Defendants' independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, service providers to the Plan (including their owners and employees), consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them.

Generally, the release means that Settlement Class members will not have the right to sue the Released Parties for conduct during the Class Period arising out of or relating to the allegations in the Action or the Released Claims. The entire release language is in the Settlement Agreement, which is available at www.XXXXXXXXX.com.

7. How much will my distribution be?

The amount, if any, that will be allocated to you will be based upon records maintained by the Plan's Recordkeeper. Calculations regarding the individual distributions will be performed by the Settlement Administrator, whose determinations will be final and binding, pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is available on the Settlement Website at www.XXXXXXXXX.com.

The total amount to be distributed to Class Members will depend on the amount of any Attorneys' Fees and Costs, Settlement Administration Expenses, and Service Award that are awarded by the Court. Class Counsel will file a motion for an award of Attorneys' Fees and Costs, Settlement Administration Expenses, and a Service Award. This motion will be considered at the Fairness Hearing. Class Counsel intend to seek not more than $XXX, which is XX% of the Gross Settlement Amount. In addition, Class Counsel will seek compensation for the Class Representative in the form of a Service Award in an amount not to exceed $XXX for the Class Representative. The Court will determine the amount of Attorneys' Fees and Costs, Settlement Administration Expenses, and the Service Award that will be awarded, if any. Any amounts requested by counsel but not awarded by the Court will be allocated to Class Members according to the Plan of Allocation. All papers filed in this action, including Class Counsel's motion for Attorneys' Fees and Costs, Settlement Administration Expenses, and the Class Representative Service Award, will be available for review via the PACER, available online at http://www.pacer.gov . Class Counsel estimates that the average amount each Class Member will receive is $____, but this is only an estimate.

EXHIBIT D

HOW TO GET BENEFITS

8. How do I get benefits?

Settlement Class members do not have to submit claim forms to receive their allocated share of the Unallocated Plan Assets or Net Cash Fund, which will be distributed automatically in the following manner if the Court approves the Settlement:

The Unallocated Plan Assets and Net Cash Fund will be allocated on a per capita basis to each member of the Settlement Class. This means that each Class Member will receive the same payment amount from the Unallocated Plan Assets and Net Cash Fund. The payment to each Class Member will be calculated by the Settlement Administrator. The Net Cash Fund will then be deposited into the Plan for allocation by the Recordkeeper pursuant to instructions from the Settlement Administrator. The Recordkeeper shall invest each Class Member's settlement payment in the Vanguard Fiduciary Trust Company Target Retirement Income Trust. No taxes will be withheld from these payments when allocated to individual Plan accounts.

In accordance with the Plan rules, former Plan Participants who had an account reactivated to receive settlement funds may request a distribution of their account or may be subject to the Plan's normal process for automatically distributing account balances of $1,000.00 or less. Those individuals, their Beneficiaries, or Alternate Payees who request a distribution or are subject to an automatic distribution will receive a check from the Recordkeeper, less any required tax withholdings or penalties. If your mailing address has changed, please contact the Settlement Administrator at 1-XXX-XXX-XXXX to provide your current address and ensure your payment is sent there.

9. When will I get my payment?

The timing of the distribution of the Net Cash Fund and allocation of the Unallocated Plan Assets is conditioned on several matters, including the Court's final approval of the Settlement and any approval becoming final and no longer subject to any appeals in any court. An appeal of the final approval order may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution and allocation likely will occur within six months of the Court's Final Approval Order.

The Settlement includes a benefit to the Plan Participants of approximately $15,300,000.00, which includes Recordkeeping Expenses and Plan Administrative Expenses that Defendants have agreed to pay in 2026, 2027, and 2028. Plan Participants will not be charged the regular Recordkeeping Expenses or Plan Administrative Expenses for 2026, 2027, and 2028.

There will be no payments under the Settlement if the Settlement Agreement is terminated.

THE LAWYERS REPRESENTING YOU

10. Who represents the Class Members?

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The Court has appointed lawyers from the law firms of Terrell Marshall Law Group PLLC, The Sharman Law Firm LLC, and Geist Law Group LLC as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. In addition, the Court appointed Plaintiff Victoria Halter to serve as the Class Representative. She is also a Class Member.

Subject to approval by the Court, Class Counsel intends to propose that up to $XXXX may be paid to the Class Representative in recognition of the time and effort she expended on behalf of the Class Members. The Court will determine the proper amount of any such award. The Court may award less than the requested amount.

11. How will the lawyers be paid?

From the beginning of the case, which was filed on October 31, 2024, to the present, Class Counsel have not received any payment for their services in connection with this case, nor have they been reimbursed for any out-of-pocket expenses they have incurred. Class Counsel will apply to the Court for an award of Attorneys' Fees and Costs not to exceed $XXXXXX. The Court will determine the proper amount of any Attorneys' Fees and Costs to award Class Counsel.

YOUR RIGHTS AND OPTIONS

12. What is the effect of final approval of the Settlement?

If the Court grants final approval of the Settlement, a final order and judgment dismissing the case will be entered in the Action. Once the appeal period expires or any appeal is resolved, payments under the Settlement will then be processed and distributed, and the release by Settlement Class members will also take effect. All Class Members included in the Settlement will release and forever discharge the Released Parties from any and all Released Claims (as defined in the Settlement Agreement). Please refer to paragraphs 1.42 and 1.43 of the Settlement Agreement for a full description of the claims and persons that will be released upon final approval of the Settlement.

No Class Member will be permitted to continue to assert the Released Claims in any other litigation against the Released Parties or the other persons and entities covered by the Settlement Agreement. If you object to the terms of the Settlement Agreement, you may notify the Court of your objection. (See Table on page 3 of this Settlement Notice.) If the Settlement is not approved, the Action will proceed as if no settlement had been attempted or reached.

If the Settlement is not approved and the Action resumes, there is no assurance that Class Members will recover more than is provided for under the Settlement, or anything at all.

13. What happens if I do nothing at all?

If you do nothing, you will release any Released Claims you may have against Released Parties. (See Question No. 14.) If you are an eligible Class Member, you will receive a payment as described in Question No. 7.

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14. How do I get out of the Settlement?

If the Court approves the Settlement, you will be bound by it and will receive whatever benefits you are entitled to under its terms. You cannot exclude yourself from the Settlement, but you may notify the Court of your objection to the Settlement. (See Question No. 16.) If the Court approves the Settlement, it will do so under Federal Rule of Civil Procedure 23(b)(1), which does not permit Class Members to opt out of the class.

15. Can I sue Defendants for the same claims later?

No. If the court approves the Settlement, you will have given up any right to sue Defendants or any of the Released Parties for all Released Claims covered by this Settlement.

16. How do I object to the Settlement?

You can object to the Settlement if you don't like any part of it. If you object, you must give the reasons why you think the Court should not approve the Settlement. The Court will consider your views. Your objection to the Settlement must be postmarked no later than ___, 2026 and must be sent to the Court at the address below.

Court
Western District of Washington 700 Stewart Street Seattle, WA 98101-9906

The objection must be in writing and include the case name, *Halter v. Providence Health & Services, et al*, Case No: 2:25-cv-00210-JNW (W.D. Wash.), and (a) your name; (b) your address; (c) a statement that you are a Class Member; (d) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (e) all documents or writings that you desire the Court to consider (including copies of any documents relied upon in the objection); (f) your signature; and (g) a notice of intention to participate at the Fairness Hearing (if applicable). (If you are represented by counsel, you or your counsel must file your objection through the Court's CM/ECF system.) The Court will consider all properly filed and timely objections from Class Members. If you wish to participate and be heard at the Fairness Hearing in addition to submitting a written objection to the Settlement, you or your attorney must say so in your written objection or file and serve a notice of intent to participate at the Fairness Hearing by ______, 2026.

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THE COURT'S FAIRNESS HEARING

17. When and where will the Court hold a hearing on the fairness of the Settlement?

A Fairness Hearing has been set for ________, 2026, at ________ P.S.T. The hearing will be conducted in person before the Honorable Jamal N. Whitehead at the U.S. District Court for the Western District of Washington, 700 Stewart Street, Seattle, WA 98101-9906. At the hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for Attorneys' Fees and Costs and the Class Representative Service Award. You do not need to attend this hearing. You also do not need to attend to have an objection considered by the Court. (See Question No. 18.)

Note: The date, time, and location of the Fairness Hearing are subject to change by Court order, but any changes will be posted on the Settlement Website at www.XXXXXXXXX.com.

18. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as any written objection you choose to make is filed and mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay another lawyer to attend, but you don't have to.

19. May I speak at the hearing?

If you are a Class Member, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. To do so, you must send a letter or other paper called a "Notice of Intent to Participate" to the Court. Be sure to include your name, address, telephone number, and your signature. Your "Notice of Intent to Appear" must be mailed to the Court at the address listed above by ______, 2026.

GETTING MORE INFORMATION

20. Where can I get additional information?

This Settlement Notice provides only a summary of the matters relating to the Settlement. For more detailed information, you may wish to review the Settlement Agreement. You can view the Settlement Agreement and get more information on the Settlement Website at www.XXXXXXXXX.com. The Settlement Agreement and all other pleadings and papers filed in the case are available for inspection and copying during regular business hours at the Office of the Clerk of the Western District of Washington, 700 Stewart Street, Seattle, WA 98101-9906.

If you would like additional information, you can also call ________________________________.

EXHIBIT D

PLEASE DO <u>NOT</u> CONTACT THE COURT, THE JUDGE, PROVIDENCE, OR DEFENSE COUNSEL WITH QUESTIONS ABOUT THE SETTLEMENT.

EXHIBIT E

EXHIBIT E

From: [Settlement Administrator]
To: [Class Member email address]
Subject: Notice of Settlement – *Halter v. Providence Health Services, et al.*

If you were a participant in or beneficiary of the Providence Health & Services 401(k) Plan (the "Plan") at any time from January 1, 2018, through [Date of Preliminary Approval], you may be entitled to payment from a class action settlement.

This is not a Solicitation. This Legal Notice was authorized by the Federal District Court for the Western District of Washington.

Your rights and options are explained in this notice. Please read this notice carefully. Full information regarding the settlement is available at [www.XXXX.com].

You are receiving this notice because you have been identified as a potential Class Member[1] in a class action lawsuit Settlement entitled *Halter v. Providence Health & Services, et al*, Case No: 2:25-cv-00210-JNW (W.D. Wash.) (the "Action"). The Action is proceeding in the U.S. District Court for the Western District of Washington before the Honorable Jamal N. Whitehead. The Parties have reached a proposed settlement in the Action that provides approximately $42,724,532.00 in benefits to Class Members. Class Counsel estimate that payments will be approximately ____ to each Class Member. The Settlement has not yet been approved by the Court. This notice explains your options.

The Action claims that Providence Health & Services ("Providence") and the Providence Health & Services Total Rewards Management Committee (collectively, "Defendants") breached their fiduciary duties and engaged in prohibited transactions in violation of the Employee Retirement Income Security Act of 1974 ("ERISA") with respect to the management of the Plan. Defendants deny any wrongdoing and the Court has not decided whether Defendants engaged in any such wrongdoing. Defendants have asserted defenses that they believe would be successful in defeating the claims in the Action. In agreeing to settle, Defendants maintain that they complied with the law, and do not admit any wrongdoing, and explicitly deny the claims asserted in the Action.

For additional details regarding the Action and your rights, visit [www.XXXX.com].

<u>Am I a Class Member?</u> You may be a Class Member if you were a Participant in or a Beneficiary of the Plan at any time from January 1, 2018, through [the date of preliminary approval of the Settlement], or if you are an Alternate Payee entitled to a Plan benefit as a result of a Qualified Domestic Relations Order ("QDRO").

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[1] Terms not defined herein shall have the same meaning as defined terms in the Settlement Agreement.

<u>Your Legal Rights and Options.</u>

Do Nothing. If you are or were a Plan Participant, or Beneficiary, or Alternate Payee at any time from January 1, 2018, through [date of preliminary approval], you may be eligible to receive payment from the Settlement. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled.

Object or Comment by [DATE]. You may write to the Court if you don't like the Settlement to explain why you object. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled, regardless of whether you objected to the Settlement.

Attend a Hearing on [DATE]. You may ask to speak in Court about the fairness of the Settlement if you notify the Court and counsel of your intent to appear at the hearing. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled, regardless of whether you spoke in Court about the fairness of the Settlement.

<u>Who Represents Me?</u> The Court has appointed a team of lawyers from Terrell Marshall Law Group PLLC, The Sharman Law Firm LLCC, and Geist Law Group, LLC to serve as Class Counsel. They will ask the Court to pay them attorneys' fees not to exceed __% ($____) of the $39.5 million settlement fund, out-of-pocket costs currently estimated to be $___, and a Class Representative Service Award of $___ to Plaintiff Victoria Halter.

<u>When Will the Court Consider the Settlement?</u> The Court will hold a Fairness Hearing at [TIME] on [DATE], 2026. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested Attorneys' Fees and Costs, Class Representative Service Award, and determine whether the Settlement should be approved.

<u>Where Can I Get More Information?</u> A more detailed notice and important case documents are at [www.XXXX.com]. If you have any questions, please contact the Settlement Administrator at [ADMIN PHONE NUMBER] or Class Counsel at (206) 518-6228. **Do not contact the Court or Defense Counsel with questions.**

EXHIBIT F

You have been identified as a potential Class Member in a class action lawsuit entitled *Halter v. Providence Health & Services, et al*, Case No: 2:25-cv-00210-JNW (the "Action") pending in the District Court for the Western District of Washington (the "Court"). The parties to the Action have reached a proposed settlement that provides approximately $42.7 million in Class Member benefits, and you may be entitled to a payment.

The Action claims that Providence Health & Services ("Providence") and the Providence Health & Services Total Rewards Management Committee (collectively, "Defendants") breached their fiduciary duties to a class of Participants and Beneficiaries in the Providence Health & Services 401(k) Plan ("Plan") and engaged in prohibited transactions under the Employee Retirement Income Security Act of 1974 ("ERISA"). Defendants deny any wrongdoing and have asserted defenses that they believe would be successful in defeating the claims in the Action. In agreeing to settle, Defendants maintain that they have complied with the law and explicitly deny any wrongdoing.

Am I a Class Member? You may be a Class Member if you were a Participant, or Beneficiary, or Alternative Payee of the Plan from January 1, 2018, through [date the Preliminary Approval Order is entered by the Court].

<u>Your Choices.</u> You may object to the Settlement. If you do nothing, you will stay in the Settlement Class and receive a Settlement payment.

You may write to the Court if you don't like the Settlement to explain why you object. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled, regardless of whether you objected to the Settlement. To object, visit [www.XXXX.com] and follow the directions for objecting to the Settlement.

<u>Who Represents Me?</u> The Court appointed lawyers from Terrell Marshall Law Group PLLC, the Sharman Law Firm LLC, and Geist Law, LLC as Class Counsel. They will petition for legal fees not to exceed __% ($________), out-of-pocket costs estimated to be $__, and a Class Representative Service Award of $_______ for Plaintiff Victoria Halter to be paid from the Net Cash Fund.

<u>Where Can I Get More Information?</u> A more detailed notice and important case documents are at [www.XXXX.com]. For further information, you may also contact Class Counsel at (206) 518-6228.

COURT ORDERED NOTICE

Halter v. Providence Health & Services, et al,

Case No: 2:25-cv-00210-JNW

(U.S. District Court, Western District of Wash.)

If you were a participant in or beneficiary of the Providence Health & Services 401(k) Plan at any time from January 1, 2018, through [Date of Prelim. Approval], you may be entitled to payment in a class action settlement.

«SETTLEMENT ADMINISTRATOR»
«Addr2»
«Addr1»
«City», «St» «Zip»

Return Service Requested

«First1» «Last1»
«CO»
«Addr2»
«Addr1»
«City», «St» «Zip»

EXHIBIT G

EXHIBIT G

______ __, 2026
<<Name1>>
<<Name2>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>>, <<St>> <<Zip>>

Re: *Halter v. Providence Health Services, et al.*
Case No. 2:25-cv-00210-JNW (W.D. Wash.)

Notice Pursuant to 28 U.S.C. § 1715

Dear Sir or Madam:

_________, settlement administrator, on behalf of Providence Health & Services ("Providence") and the Providence Health & Services Total Rewards Management Committee (collectively, "Defendants") in the above-captioned action (the "Action"), hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. §§ 1711, et seq. Under 28 U.S.C. § 1715, this notice is to inform you of a proposed class action settlement of the Action, a lawsuit currently pending in the United States District Court for the Western District of Washington, in which Plaintiff alleges that Defendants breached their fiduciary duties and otherwise violated the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001, et seq., in connection with the Providence Health & Services 401(k) Plan (the "Plan").

Plaintiff filed a motion with the United States District Court for the Western District of Washington on ____, 2026, requesting preliminary approval of the proposed settlement. The court has not granted preliminary approval of the proposed settlement yet, nor has it scheduled a hearing for preliminary approval or final approval of the settlement.

In accordance with 28 U.S.C. § 1715(b), Defendants state as follows:

(1) The operative Complaint and any materials filed with the Complaint.

The operative complaint in the Action, as well as all attachments thereto, is contained on the enclosed flash drive in the folder labeled Tab 1. In addition, the complaint and all other pleadings and records filed in the Action are available on the internet through the federal government's PACER service at _______. Additional information about the PACER service may be found at https://www.pacer.gov.

(2) Notice of any scheduled judicial hearing in the class action.

As of the time and date of the transmittal of this notice, no judicial hearings are presently scheduled. Plaintiff in the Action filed an unopposed motion for preliminary approval of the proposed class action settlement on ______, 2026. The court has not yet acted on the motion or set a hearing date. If any hearings are scheduled, information concerning the date, time, and location of those hearings will be available through PACER and can be accessed as described in section (1) above.

EXHIBIT G

(3) Any proposed or final notification to class members.

The proposed form of notice to class members, which provides notice of the proposed settlement and each class member's right to object to the class action settlement, is included on the enclosed flash drive in the folder labeled Tab 2. The court has not yet approved the proposed form of notice. Because the proposed settlement class would likely be certified under Rule 23(b)(1) of the Federal Rules of Civil Procedure, the notices explain that there is no right to request exclusion from the settlement. Any revisions to the proposed notice as approved by the Court, and all other pleadings and records filed in the Action, are available on the internet through the federal government's PACER service and can be accessed as described in section (1) above.

(4) Any proposed or final class action settlement.

The parties' proposed class action settlement agreement dated as of ___ ("Settlement Agreement") and Exhibits A-G thereto, are included on the enclosed flash drive in the folder labeled Tab 3. The court has not yet granted preliminary or final approval of the settlement. Any revisions to the Settlement Agreement as approved by the Court, and all other pleadings and records filed in the Action, are available on the internet through the federal government's PACER service and can be accessed as described in section (1) above.

(5) Any settlement or other agreement contemporaneously made between class counsel and counsel for Defendants.

There are no additional agreements between class counsel and counsel for Defendants, other than those reflected in the Settlement Agreement.

(6) A final judgment or notice of dismissal.

No final judgment or notice of dismissal has yet been entered in the Action. Upon entry, a copy of the Final Approval Order will be available through PACER and can be accessed as described in section (1) above.

(7) Names of class members who reside in each state and the estimated proportionate share of the claims of such members to the entire settlement.

A list of the names of class members who reside in each state, based on the last mailing address known to Defendants, is included in Tab 4 of the enclosed flash drive. The specific settlement allocation to each class member will be determined by the Settlement Administrator according to a court-approved formula. As a result, we do not yet know how much each class member will receive, and it is not feasible to determine the estimated proportionate share of the settlement of the class members who reside in each state. Upon final approval of the court, the settlement proceeds will be distributed among the class members according to the Plan of Allocation, attached as Exhibit C to the Settlement Agreement.

EXHIBIT G

(8) Any written judicial opinion relating to the materials described in sections (3) through (6).

No written judicial opinions have been issued relating to the proposed settlement as of this time.

Any orders on preliminary approval or final approval of the settlement, and all other pleadings and records filed in the Action, are available on the internet through the federal government's PACER service and can be accessed as described in section (1) above.

Inasmuch as certain documents on the enclosed flash drive contain confidential information, the flash drive has been encrypted and password protected. Decryption instructions and the password will be sent under separate cover.

Thank you for your attention to this matter.

Sincerely,

____

Project Manager, _______________

Enclosures