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

PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

NOTED FOR HEARING: 10/20/2026

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TABLE OF CONTENTS

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TABLE OF AUTHORITIES

Page(s)

FEDERAL CASES

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I. INTRODUCTION

Plaintiff Victoria Halter moves for final approval of a proposed class settlement she reached with Defendants Providence Health & Services and Providence Health & Services Total Rewards Management Committee (together "Providence"). The Settlement requires Providence to pay approximately $42,724,532 consisting of:

- $21,424,532.72 of currently unallocated Plan assets to be shared equally by all Class Members. Providence will deposit these shares into Class Members' individual retirement accounts, restoring accounts where necessary, without requiring Class Members to submit claim forms.
- $15,300,000 for future recordkeeping and administrative fees in 2026, 2027, and 2028 that, absent the Settlement, would have been deducted from current Plan participants' individual retirement accounts.
- $6,000,000 for settlement administration expenses, attorneys' fees and costs, a service award, and for independent fiduciary review of the settlement.

The Settlement Administrator has executed the notice program approved by the Court and it has been remarkably successful. The Settlement Administrator has delivered notice to 99.86% of the 213,558 Settlement Class Members, updating addresses and performing skip traces where needed. Hundreds of Class Members have contacted the Settlement Administrator and Class Counsel with questions about the settlement and the Settlement Website has been visited by 17,572 users; neither Class Counsel nor the Settlement Administrator are aware of any objections to the settlement. Class Counsel will respond to any objections after the objection deadline has passed.

The settlement is an excellent result for Class Members, and consideration of the applicable factors confirms that it is fair, adequate, and reasonable. Halter requests that the Court grant final approval of the settlement by: (1) approving the Settlement Agreement; (2) determining that adequate notice was provided to the Class; (3) granting Class Counsel $5,880,539 in fees, and $24,461 in costs; (4) approving a $5,000 service payment to Halter; (5)

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approving administrative costs estimated to be $36,796, and (6) approving a $15,000 payment to the independent fiduciary retained to evaluate the settlement's fairness.

II. BACKGROUND

The background and procedural history of this case is detailed in Plaintiff's motion for preliminary approval (Dkt. 53) and her forthcoming motion for attorneys' fees, costs, and a service award. In short, Halter and Class Members are current and former participants in the Providence Health & Services multiple employer 401(k) plan (the "Plan") which is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). Dkt. 25 ¶12. Halter alleges that Providence violated ERISA as fiduciaries of the Plan by misusing employer contributions that had been forfeited by Plan participants. Dkt. 25. Halter specifically alleges that although the Plan's terms required Providence to pay Plan expenses **first**, it did not do so. *Id.* ¶26. Instead, Providence used the forfeited Plan assets to offset employer contributions and, in the process, required Plan participants to pay Plan expenses through direct deductions from their accounts and indirectly through the reduction of the net value of Plan investments. *Id.* ¶27-29.

The parties litigated efficiently, settling the case at the pleadings stage, and thereby avoiding time-consuming and expensive discovery. Before agreeing to mediate, however, Halter insisted that Defendants produce documents that, together with Defendant's Form 5500 filings, would be sufficient to show the amount of Plan expenses Defendants required Plan Participants to pay during the proposed class period that Defendants could have paid using forfeited Plan assets. Dkt. 54 ¶7. Defendants provided most of the requested information, which Class counsel used to calculate Class Members' damages and make a settlement demand. *Id.*

The parties mediated the case on October 14, 2025 with Robert A. Meyer of JAMS who has mediated many cases involving ERISA claims, including claims involving defendants breaching their fiduciary duties in the handling of forfeited plan assets. *Id.* ¶8. In early November 2025, Mr. Meyer made a mediator's proposal that both parties accepted, and the parties executed a Settlement Agreement on February 13, 2026. *Id.*

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The Settlement Class is defined largely the same way as Halter defines it in her Amended Complaint:

> 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 June 4, 2026.

See Dkt. 54-1 (Settlement Agreement) ¶1.52.

A. The Settlement Administrator fully implemented the notice plan.

The Court granted Halter's preliminary approval motion on June 4, 2026, Dkt. 62. The Settlement Administrator then executed the robust notice to the Class Members, which included notice to government entities required by the Class Action Fairness Act, 28 U.S.C. §1715, sending email and mail notice to the identifiable Class Members provided by Providence, and maintaining a Settlement Website as well as a toll-free phone line for Class Members to contact the Settlement Administrator. *See generally* Declaration of Analytics Consulting LLC in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ("Analytics Decl."). Halter will supplement this submission with additional details about the notice program and its effectiveness before the final approval hearing scheduled to take place on October 20, 2026.

The Settlement Website went live on July 16, 2026. Analytics Decl. ¶13. On July 20, 2026, the Settlement Administrator sent 204,232 email notices and mailed 9,326 postcard notices. *Id.* ¶8. The Settlement Administrator updated addresses and performed skip traces when notices were returned. *Id.* ¶¶9-11. Either an email or a postcard notice has been sent without being returned to the Settlement Administrator to a total of 213,269 (99.86%) of the 213,588 Class Members. *Id.* ¶12.

B. Other key settlement terms.

Under the Settlement Agreement, Providence has agreed to pay approximately $42,724,532 for the benefit of the Class Members ("Gross Settlement Amount"). Dkt. 54-1 (Settlement Agreement) ¶4.1. The Gross Settlement Amount consists of $21,424,532 that Defendants are currently holding in reserve in the Plan's Forfeiture and Special Unallocated

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Accounts (together "Unallocated Plan Assets"). *Id.* ¶4.3. It also includes approximately $15,300,000 for Plan recordkeeping and administrative expenses that Providence will pay in 2026, 2027, and 2028 without deducting those expenses from individual Plan accounts. *Id.* ¶4.4. And the Gross Settlement Amount includes an addition $6,000,000, which Defendants will pay for: (1) any court-awarded attorneys' fees and costs, (2) any court-awarded service award, (3) any settlement administration expenses, including any taxes or tax related expenses estimated to be $36,795, and (4) expenses estimated to be $15,000 for an independent fiduciary to review the Settlement. *Id.* ¶4.2. This $6,000,000 is above and beyond the $2,424,532,72 and $15,3000,000 settlement benefits described above, and any remaining funds after these deductions are made will be paid to Class Members. No amounts will revert to Providence.

1. Claimant Awards.

Class Members do not need to submit a claim form to receive a payment from the Gross Settlement Amount. Each Class Member will automatically receive an equal share of the $21,424,532 in unallocated assets and any amount remaining in the $6,000,000 cash fund after all settlement expenses have been paid. *Id.* ¶5.5. Current Plan participants also will automatically benefit from the prospective relief; Providence will automatically pay recordkeeping and administrative expenses in years 2026-2028.

2. Settlement Administration Costs.

Following a bidding process, Plaintiff selected Analytics to serve as Settlement Administrator. Analytics' expenses to date are $23,571. Analytics Decl. ¶17. The total estimated fees and expenses to complete settlement administration are estimated to be $36,769. *Id.*

3. Attorneys' Fees and Costs.

Class Counsel will ask the Court to approve an attorney's fee award equal to 13.8% of the settlement fund, or $5,880,539, and reimbursement of $24,461 in litigation costs. Estimates of Class Counsel's approximate requests for attorney's fees, litigation costs, and a service award were included in the notices sent to class members. *See* Analytics Decl., Exs. 1-3. Class Counsel

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will file their motion seeking these amounts by September 1, 2026, over 35 days before the deadline for Settlement Class Members to object to the Settlement. *See* Dkt. 62 at 9-10. Defendants are also free to object to Class Counsel's fees and costs request.

4. Class Representative Award.

Plaintiff will ask the Court to approve a Class Representative award of $5,000 for Halter. The $5,000 proposed award was included in the notices that were sent to Settlement Class Members and posted on the settlement website under "Important Case Documents Page." Analytics Decl. ¶13 & Exs. 1-3.

5. Release.

The scope of the release for the Settlement Class is appropriately tailored to all claims arising out of the factual predicate alleged in the amended complaint. In exchange for the relief the settlement provides, Halter, Class Members, and the Plan, will release Providence and affiliated persons from all claims described in the Settlement Agreement. Dkt. 54-1 ¶1.42.

6. Exclusions and Objections.

Under Rule 23(b)(1), Class Members cannot exclude themselves from the settlement, but Class Members may object. Dkt. 54-1 ¶2.5; Dkt. 62 at 9-10. Halter and the Settlement Administrator are not aware of any objections to the settlement. Murray Supp. Decl. ¶¶21-22; Analytics Decl. ¶16. Halter will respond to any objections after the objection deadline expires.

7. Independent Fiduciary Review and Approval.

Under Section 2.1 of the Settlement Agreement and applicable ERISA regulations, the settlement has been submitted to an independent fiduciary for review and the independent fiduciary will notify Defendants of its determination whether to approve and authorize the settlement no later than thirty-five days before the final fairness hearing. Dkt. 54-1 ¶2.1.2.

III. ARGUMENT

Settlements are favored, particularly in the class action context. *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008) ("[T]here is a strong judicial policy that favors settlements, particularly where complex class action litigation is concerned."). Courts recognize that a

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settlement approval hearing should not "reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 964 (9th Cir. 2009).

Proposed class action settlements are not effective unless approved by the Court. Fed. R. Civ. P. 23(e). In approving a class action settlement, Rule 23 requires courts to consider whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).

These factors are consistent with factors the Ninth Circuit has instructed district courts should use to guide their Rule 23(e)(2) analysis in determining whether a class settlement should be approved:

> (1) the strength of the plaintiff's case; (2) the risk expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members of the proposed settlement.

Kim v. Allison, 8 F.4th 1170, 1178 (9th Cir. 2021) (quoting *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011).

Despite this "lengthy but non-exhaustive list of factors that a district court may consider when weighing a proposed settlement," "there are few, if any, hard-and-fast rules about what makes a settlement 'fair' or 'reasonable.'" *In re Volkswagen "Clean Diesel" Mktg., Sales Pracs. &*

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Prod. Liab. Litig., 895 F.3d 597, 610 (9th Cir. 2018). Ultimately, "[d]eciding whether a settlement is fair" is "best left to the district judge who can develop a firsthand grasp of the claims, the class, the evidence, and the course of the proceedings—the whole gestalt of the case." *Id.* at 611. Consideration of the relevant factors and "the whole gestalt of the case" confirms this settlement is fair, reasonable, and adequate.

A. The Class has been well represented.

Rule 23(e)(2)(A) requires the Court to consider whether the class representative and Class Counsel have adequately represented the Class. Halter and her counsel efficiently achieved an excellent settlement that provides Class Members between 80-100% of the relief they realistically could have obtained at trial. *See* Dkt. 56 (Geist Decl.) ¶11 (observing that based on his analysis of Defendants' documents the settlement provides 85-107% of Class Members' potential estimated losses); Geist Supp. Decl. ¶12 ($21,424,532.72 in currently unallocated expenses will be allocated to individual class members will compensate Class Members for 81% of the fees that Providence should have paid using forfeitures). Class Counsel did this by utilizing their experience with class actions generally and ERISA specifically to target the information they needed to make a settlement demand, retain a skilled mediator, and craft a fair settlement structure. Likewise, Halter provided all requested information, participated in key decisions, and was ready to testify at trial.

The modest service award that Halter requests does not create a conflict of interest with Class Members. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 941 (9th Cir. 2015) ($5,000 "incentive awards" to class representatives did not create a conflict of interest where there were no "structural differences in the claims of the class representatives and the other class members"). Here, as in *Online DVD*, there are no structural differences between the class members; all class members will receive the same share of the unallocated funds as Halter. This factor supports settlement approval.

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B. The settlement was negotiated at arm's length.

Rule 23(e)(2)(B) requires the court to consider whether the settlement was negotiated at arm's length. "Arm's length negotiations conducted by competent counsel constitute *prima facie* evidence of fair settlements." *Ikuseghan v. Multicare Health Sys.*, 2016 WL 3976569, *3 (W.D. Wash. July 25, 2016); *see also Ruch v. AM Retail Group*, 2016 WL 1161453, at *11 (N.D. Cal. Mar. 24, 2016) (the "process by which the parties reached their settlement," which included "formal mediation . . . weigh[ed] in favor of preliminary approval."); Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendment ("the involvement of a neutral or court-affiliated mediator or facilitator in [settlement] negotiations may bear on whether they were conducted in a manner that would protect and further the class interests"). Here, the parties negotiated at arm's length in a full-day mediation and follow-up communications with experienced mediator, Robert A. Meyer of JAMS, who had mediated many cases involving ERISA claims, including claims involving defendants breaching their fiduciary duties in the handling of forfeited plan assets. Dkt. 54 ¶8. This factor supports approval of the settlement.

C. The settlement is an excellent outcome for the Class.

The Settlement Fund of approximately $42,724,532 is an outstanding result for the Class. Each Class Member will receive—without filing a claim form—an equal share of $21,424,532.72 to reimburse them for 401k Plan expenses that Halter alleges were improperly deducted from their individual 401k accounts. Dkt. 54-1 ¶5.5. Class Counsel estimates that the $21,424,532.72 will compensate Class Members for 81% of the fees that Providence should have paid using forfeitures. Geist Supp. Decl. ¶12. This result compares extremely favorably to other ERISA settlements. *See, e.g.*, *Foster v. Adams & Assocs., Inc.*, 2022 WL 425559, at *5 (N.D. Cal. Feb. 11, 2022) (listing ERISA cases approving settlement amounts ranging from 3.2% to 30% of estimated damages); *Marshall v. Northrop Gruman Corp.*, 2020 WL 5668935, at *2 (C.D. Cal. Sept. 18, 2020) (finding $12.275 million settlement fund represented "approximately 29% of plaintiffs' claimed damages at trial," and is "an exceptional result for the Class."); *Johnson v. Fujitsu Tech. & Business of Am. Inc.*, 2018 WL 2183253, at *6-7 (N.D. Cal. May 11, 2018)

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(approving ERISA 401(k) settlement that represented "just under 10% of the Plaintiffs' most aggressive 'all in' measure of damages").

In addition to reimbursing Class Members for previously-charged fees, Providence also will pay in years 2026, 2027, and 2028 approximately $15,300,000 for recordkeeping and administrative expenses that otherwise would have been deducted from the individual accounts of current Plan participants. Geist Supp. Decl. ¶¶11, 13. And Defendants will pay an additional $6,000,000 for settlement administration, any court-awarded attorneys' fees, costs, any court-awarded service award, and for expenses incurred by an independent fiduciary retained to review the settlement.

The early settlement of this case provides additional value because Class Members can immediately invest the settlement funds "rather than having to wait as long as a decade as other classes in similar 401(k) cases have had to do," and enable Class Members to enjoy "years' worth of returns that would not otherwise be available." *Kruger v. Novant Health, Inc.*, 2016 WL 6769066, at *5 (M.D.N.C. Sept. 29, 2016) (internal citations omitted). The early settlement also avoids "substantial litigation costs and expenses to the class." *Id.* (noting class counsel had incurred only $68,000 in costs and expenses compared to the millions of dollars in expenses that likely would have been incurred had the case proceeded to trial).

Considering all the benefits Class Members will receive from this excellent outcome, this factor supports final approval of the settlement.

1. <u>The relief provided by the settlement is adequate, taking into account the risks of continued litigation.</u>

Halter is confident in the strength of her case but also pragmatic about the risks inherent in prolonged litigation of complex ERISA claims and Providence's defenses. Halter believes she would have successfully opposed Providence's efforts to dismiss the case on the pleadings given Providence's Plan documents expressly require Providence to use forfeited funds to pay Plan expenses first before using the funds to offset future contributions. But success was by no means certain. For example, Providence argued in its motion for judgment

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on the pleadings that the Plan gave Providence discretion to determine which Plan expenses that it needed to pay first and, accordingly, it did not need to use forfeitures to pay all Plan expenses. Dkt. 35 at ECF 15. Halter believes that the plain language of the Plan required Providence to use forfeitures to pay all expenses—or at least recordkeeping and administrative expenses—but there was risk the Court would not agree. And regardless of the outcome of Providence's motion for judgment on the pleadings the losing party almost certainly would have appealed, delaying resolution of this case for months if not years.

In the absence of settlement, Halter and the class would have faced additional hurdles to clear before any recovery since at the time of settlement, the parties were planning to start a long and expensive discovery process. *See Nguyen v. Westlake Servs. Holding Co.*, 2025 WL 2087575, at *5 (C.D. Cal. Jan. 27, 2025) (finding "[b]ecause this case is in the beginning stages, substantial litigation costs would be required to take this case to trial," and "[t]hese considerations are even more acute in [an] ERISA case" given the complexity and difficult and novel legal theories at issue) (internal citations omitted). Litigating this case to trial and through any appeals would be expensive, time-consuming, and would present risk to both parties. And ERISA cases such as this can extend up to a decade before final resolution, sometimes going through multiple appeals. *See, e.g.*, *Spano v. Boeing Co.*, 2016 WL 3791123, at *1, 4 (N.D. Ill. Mar. 31, 2016) (ERISA case where litigation spanned over 9 years).

The excellent settlement outcome compared to the risk Halter faced supports approval under Rule 23(e)(2)(C)(i).

2. <u>The method for distributing relief to the Class is effective.</u>

Rule 23(e)(2)(C)(ii) requires courts to consider if the method of distributing relief, including any claims process, is fair. Here, no claim forms are required and none of the settlement funds will revert to Defendants. Any administrative expenses, attorneys' fees, litigation costs, or portions of the service award not approved by the Court will be divided amongst the Class Members equally. After all settlement expenses have been paid, cash payments will be automatically deposited into Settlement Class Members 401(k) accounts,

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including accounts that Providence reinstates for former Plan participants. This factor easily supports settlement approval.

3. <u>The attorneys' fees are calculated as percentage of the fund; there are no subtle signs of collusion.</u>

The Ninth Circuit has identified "red flags" that may suggest plaintiff's counsel allowed pursuit of their own self-interest to infect settlement negotiations, including when counsel receive a disproportionate portion of the settlement, the parties agree to a "clear sailing" arrangement where the defendant agrees it will not object to an attorneys' fees payment up to a certain amount, or the parties agree that any fees not awarded will revert to defendants rather than be added to the class fund. *In re Hyundai and Kia Fuel Econ. Litig.*, 926 F.3d 539, 569 (9th Cir. 2019). None is present in this settlement. Class Counsel request only 13.8% of the Gross Settlement Amount, which is far below the Ninth Circuit's 25% benchmark for a reasonable fee. Both Providence and Settlement Class Members have been notified of Class Counsel's request and are free to object to it.[1] And no funds will revert to Providence—any settlement expenses not approved by the Court will be distributed to Class members equally. Rule 23(e)(2)(C)(iii) therefore favors approval.

Finally, there are no separate agreements to be disclosed under Rule 23(e)(2)(C)(iv).

D. The Settlement treats Class Members equitably.

Rule 23(e)(2)(D) requires the Court to consider whether a proposed Settlement treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2)(D). Under the Settlement, each Class Member will receive an equal share of the $21,424,532.72 that Providence has agreed to allocate to Class Members. Current Plan participants will receive additional benefits because Providence has agreed to pay Plan expenses for years 2026-2028. This is fair because only current Plan participants would incur those expenses in the future. And all Class Members benefit equally from the $6 million that Providence has agreed to pay for

[1] Class Counsel's fee petition will be uploaded to the Settlement Website within 24 hours after it is filed on September 1, 2026. See Analytics Decl. ¶ 13.

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administrative expenses, attorneys' fees and costs, the Class Representative award, and for the independent fiduciary's review of the Settlement. This factor is easily satisfied.

E. The Settlement Class should be finally certified.

The Court preliminarily certified the Settlement Class for settlement purposes when it granted preliminary approval of the settlement. Dkt. 62 ¶¶4-6. The Settlement Class continues to satisfy the requirements of Rule 23(a) and (b)(1) for the reasons discussed in that order and Plaintiff's preliminary approval motion. *See* Dkt. 53 ¶¶7-10.

F. Notice complied with Rule 23 and due process

The Court already found that the settlement's proposed notice program satisfied Rule 23 and due process. Dkt. 62 ¶7. The Settlement Administrator carried out the notice program by mailing and emailing notices to Class Members. Analytics Decl. ¶8. The Administrator successfully delivered email notices to 204,232 Class Members who had an email address available to use in the class data provided by defense counsel and sent postcard notices by First-Class U.S. Mail to 9,326 Class Members who did not have a valid email address available. *Id.* For the 2,076 Class Member emails that bounced, the Settlement Administrator subsequently sent notices by First-Class U.S. Mail those affected individual Class Members. *Id.* ¶9. The Settlement Administrator re-mailed 51 postcards that were returned with a forwarding address. *Id.* ¶10. For the 953 Notices that were returned without a forwarding address, the Settlement Administrator conducted a skip trace for all affected records and processed a re-mailing to the located address updates. *Id.* ¶11. As a result of the administrator's efforts, to date, 99.86% of notices were ultimately delivered to identified class members. *Id.* ¶12.

Throughout the Notice period, the Settlement Administrator has maintained a Settlement Website for Class Members who wanted further information about the Settlement. *Id.* ¶13. The Settlement Agreement, Settlement Notice, Amended Complaint, and Court's Preliminary Approval Order all have been posted to the Website, which also describes how to object to the Settlement. www.2026providence401ksettlement.com. The Settlement Administrator also has maintained a toll-free phone number for Class Members seeking

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additional information. *Id.* ¶14. Hundreds of individuals have contacted the Settlement Administrator with questions about the settlement by email or phone, further showing that the notice program effectively reached its target audience. *Id.* ¶14-15.

The notice program has been successfully implemented and due process satisfied.

IV. CONCLUSION

Halter respectfully requests the Court grant final approval of the settlement, enter judgment, and dismiss the case in accordance with the terms of the Settlement Agreement.

RESPECTFULLY SUBMITTED AND DATED this 31st day of August, 2026.

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I certify that this memorandum contains 4,097 words, in compliance with the Local Civil Rules.

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