

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHEAL (SUSIE) HOFFMAN, JUDITH DUPOUX, ON BEHALF OF THE ESTATE OF MARGARETT ROUMAIN, GREGORY FRANK, VICTOR YUSTMAN, VICTORIA FELLOWS, MARIA DEGLAUVE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER and ROBERT KEARNEY,

Plaintiffs,

v.

UNITED AIRLINES, INC., UNITED AIRLINES 36-MONTH SUPPLEMENTAL BENEFIT PLAN, UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION PROGRAM 2 (VSP2), UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION LEAVE (VSL) PROGRAM, UNITED AIRLINES CONSOLIDATED WELFARE BENEFIT PLAN, and UNITED AIRLINES RETIREE MEDICAL PROGRAM,

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharpe, Jr.

**DECLARATION OF SUSAN L. METER IN SUPPORT OF
THE PARTIES' JOINT MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT AND CLASS NOTICE**

I, Susan L. Meter, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a Senior Partner at the law firm Kantor & Kantor, LLP, co-counsel for Plaintiffs in this action. This declaration is made based on personal knowledge and if called as a witness I could testify competently to the facts stated herein.
2. Attached hereto as Exhibit 1 is a true and correct copy of the fully executed Settlement Agreement between Plaintiffs and Defendants in this case.

3. Attached hereto as Exhibit 2 is a draft Notice of Proposed Settlement of Class Action Litigation, Final Approval Hearing Concerning Settlement, and Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives Incentive Award.

4. Attached hereto as Exhibit 3 is a Proposed Plan of Allocation of the Settlement.

5. Attached hereto as Exhibit 4 is the Declaration of Susan L. Meter in Support of Plaintiffs' Motion for Preliminary Approval of Settlement Agreement and Class Notice.

6. Attached hereto as Exhibit 5 is the Declaration of Samantha Brener in Support of Plaintiffs' Motion for Preliminary Approval of Settlement Agreement and Class Notice.

7. Attached hereto as Exhibit 6 is the Declaration of Mark D. DeBofsky in Support of Plaintiffs' Motion for Preliminary Approval of Settlement Agreement and Class Notice.

8. Attached hereto as Exhibit 7 is the Declaration of Jamie S. Franklin in Support of Plaintiffs' Motion for Preliminary Approval of Settlement Agreement and Class Notice.

9. Attached hereto as Exhibit 8 is the Declaration of Jeffrey Lewis in Support of Plaintiffs' Motion for Preliminary Approval of Settlement Agreement and Class Notice.

10. Attached hereto as Exhibit 9 is a Draft Notice by Defendants under the Class Action Fairness Act of 2005.

I declare under penalty of perjury that the foregoing is true and correct. Attached hereto as Exhibit 4 is the Declaration of Susan L. Meter in Support of Plaintiffs' Motion for Preliminary Approval of Settlement Agreement and Class Notice.

Executed this 20th day of April, 2026, at San Diego, California.

/s/ Susan L. Meter
Susan L. Meter

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHEAL (SUSIE) HOFFMAN, JUDITH DUPOUX, ON BEHALF OF THE ESTATE OF MARGARETT ROUMAIN, GREGORY FRANK, VICTOR YUSTMAN, VICTORIA FELLOWS, MARIA DEGLAUVE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER, and ROBERT KEARNEY

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UNITED AIRLINES, INC., UNITED AIRLINES 36-MONTH SUPPLEMENTAL BENEFIT PLAN, UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION PROGRAM 2 (VSP2), UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION LEAVE (VSL) PROGRAM, UNITED AIRLINES CONSOLIDATED WELFARE BENEFIT PLAN, and UNITED AIRLINES RETIREE MEDICAL PROGRAM,

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharp, Jr.

CLASS ACTION SETTLEMENT AGREEMENT

Subject to approval by the United States District Court for the Northern District of Illinois, this Class Action Settlement Agreement is entered into by and among Named Settlement Plaintiffs Micheal (Susie) Hoffman, Judith Dupoux on behalf of the estate of Margaret Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlaube, Ron Ozaki, Ernest Hewson, Donna Loucks, Roxann Merlini, Jo Gawler, and Robert Kearney, individually and on behalf of the Class, as herein defined, and Defendants United Airlines, Inc., et al., to settle claims

against Defendants, subject to the terms and conditions below. All capitalized terms shall have the meaning ascribed to them by Section I of this Agreement.

RECITALS

I. Plaintiff Micheal (Susie) Hoffman filed the original Complaint in this matter on November 30, 2021, docketed as Civil Action No. 21-cv-06395 in the United States District Court for the Northern District of Illinois, asserting claims on behalf of herself and a class of former employees of United under ERISA.

II. Two additional cases were filed asserting similar claims: *Yustman, et al., v. United Airlines, Inc., et al.*, originally captioned Case No. 2:21-cv-09432 (C.D. Cal.), which was filed in the Central District of California on December 6, 2021, and *Loucks, et al., v. United Airlines, Inc., et al.*, originally captioned Case No. 2:22-cv-1604 (C.D. Cal.), which was filed in the Central District of California on March 10, 2022. On March 11, 2022, the *Yustman* case was transferred to the Northern District of Illinois as Case No. 22-cv-01311, and on March 28, 2022, it was transferred to this Court as a related case. On March 16, 2022, the *Loucks* case was transferred to the Northern District of Illinois as Case No. 22-cv-01604, and on March 28, 2022, it was transferred to this Court as a related case.

III. Defendants filed a Motion to Dismiss on January 31, 2022. Dkt. No. 23.

IV. Rather than opposing Defendants' Motion to Dismiss, Plaintiffs Micheal (Susie) Hoffman, Margaret Roumain, and Gregory Frank filed an Amended Class Action Complaint on March 7, 2022. Dkt. No. 32.

V. On March 22, 2022, the Court entered a Consolidation Order, consolidating the *Hoffman* action with *Yustman v. United Airlines, Inc.*, No. 1:22-cv-01311 and *Loucks v. United*

Airlines, Inc., No. 1:22-cv-01390 on the basis that all three cases arose from a single occurrence involving common questions of fact and law. Dkt. No. 37.

VI. Plaintiffs Micheal (Susie) Hoffman, Margaret Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlaube, Ron Ozaki, Bernhard J. Ornellas, Ernest Hewson, Donna Loucks, Roxann Merlini, and Jo Gawler filed a Consolidated Amended Class Action Complaint on May 10, 2022. Dkt. No. 42. The Court then closed Case Nos. 1:22-cv-01311 and 1:22-cv-01390. Dkt. No. 44.

VII. Defendants filed a Motion to Dismiss the Consolidated Amended Class Action Complaint on June 1, 2022. Dkt. No. 46.

VIII. Without opposing Defendants' Motion to Dismiss the Consolidated Amended Class Action Complaint, Plaintiffs Micheal (Susie) Hoffman, Margaret Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlaube, Ron Ozaki, Bernhard J. Ornellas, Ernest Hewson, Donna Loucks, Roxann Merlini, Jo Gawler, and Robert Kearney filed a Second Amended Class Action Complaint on July 5, 2022. Dkt. No. 54.

IX. Defendants filed a Motion to Dismiss the Second Amended Class Action Complaint on July 26, 2022. Dkt. No. 56. Plaintiffs Micheal (Susie) Hoffman, Margaret Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlaube, Ron Ozaki, Bernhard J. Ornellas, Ernest Hewson, Donna Loucks, Roxann Merlini, Jo Gawler, and Robert Kearney filed an opposition to United's Motion to Dismiss on August 16, 2022. Dkt. No. 60. Defendants filed their Reply in support of the Motion to Dismiss on September 6, 2022. Dkt. No. 61.

X. On August 27, 2024, the Court granted Plaintiffs' unopposed motion to substitute Margaret Roumain with Judith Dupoux on behalf of the estate of Margaret Roumain. Dkt. No. 91.

XI. On May 1, 2025, the Court granted Defendants' Motion to Dismiss the Second Amended Class Action Complaint and dismissed all counts. Dkt. No. 102. The Court entered a final order on May 15, 2025. Dkt. No. 105.

XII. The Named Settlement Plaintiffs filed a Notice of Appeal on May 29, 2025, Dkt. No. 108, and the case is currently pending before the United States Court of Appeals for the Seventh Circuit. Dkt. No. 109.

XIII. With the assistance of Circuit Mediator Jillissa Brittan, the Parties were able to agree on the principal terms of a class settlement before the Named Settlement Plaintiffs' appeal was briefed and have since been able to conclude this Settlement.

XIV. Class Counsel has concluded that the terms of this Settlement are fair, reasonable, adequate, and in the best interests of the proposed Class, and have agreed to settle the Action on the terms set forth herein.

XV. Defendants deny the material allegations asserted in the Action and deny any wrongdoing or liability whatsoever, and state that they are entering into the Settlement to avoid the cost, disruption, and uncertainty of litigation.

XVI. The Parties desire to promptly and fully resolve and settle with finality all claims in the Second Amended Class Action Complaint on the terms set forth herein and subject to the approval of the Court.

I. DEFINITIONS

A. “2017 Early Out Promise” means a policy announced by United Airlines, Inc. in 2017 that states, in part, “[i]n the event that the Company offers an Early Out program after August 17, 2017, any employee who has retired in good standing, within the previous 36 months of the closing date of the Early Out election window, meets all applicable Early Out Plan eligibility requirements and conditions as of their retirement date and, whose last work assignment immediately prior to retirement was from the workgroup offering the Early Out, will be eligible to participate in the Early Out and receive all monetary incentives being offered.”

Dkt. No. 59, Ex. A.

B. “Action” means the lawsuit entitled *Hoffman, et al. v. United Airlines, Inc.*, docketed as Civil Action No: 21-cv-06395 in the United States District Court for the Northern District of Illinois.

C. “CAFA” means the Class Action Fairness Act, codified as 28 U.S.C. § 1715.

D. “CAFA Notice” means the notice required to state and federal officials pursuant to CAFA.

E. “Cash Settlement Amount” means the sum of twenty-seven million five hundred thousand dollars (\$27,500,000.00) paid by or on behalf of Defendants.

F. “Class” means all former employees of United who retired between August 17, 2017 and December 31, 2020 who were not eligible to participate in VSP2, VSP3, and/or VSL for the sole reason that they retired before United offered VSP2, VSP3, or VSL benefits to others, regardless of whether they signed a release in connection with their separation from United.

G. “Class Counsel” means Susan L. Meter and Samantha Brener of Kantor & Kantor LLP, Mark D. DeBofsky of DeBofsky Law, Ltd., Jamie S. Franklin of Chicago-Kent College of Law, and Jeffrey Lewis of Keller Rorhback LLP, who, on behalf of the Parties, will move to certify a Class as Class Counsel in the Preliminary Approval Motion and Final Approval Motion.

H. “Class Member” means an individual who is a member of the Class.

I. “Class Notice” means a form of notice provided to the Class Members that complies with the requirements of this agreement, and with Fed. R. Civ. P. Rule 23.

J. “Class Notice Packet” means the Class Notice and any other forms approved or directed by the Court.

K. “Complaint” refers to the Second Amended Class Action Complaint (Dkt. No. 54).

L. “Consolidation Order” refers to the order consolidating the Action with *Yustman v. United Airlines, Inc.*, No. 1:22-cv-01311 and *Loucks v. United Airlines, Inc.*, No. 1:22-cv-01390, entered as Dkt. No. 37.

M. “Court” refers to the United States District Court for the Northern District of Illinois.

N. “Defendants” means United Airlines, Inc., the United Airlines 36-Month Supplemental Benefit Plan, United Airlines Frontline Voluntary Separation Program 2, the United Airlines Frontline Voluntary Separation Leave Program, the United Airlines Consolidated Welfare Benefit Plan, and the United Airlines Retiree Medical Program.

O. “Defense Counsel” means the undersigned counsel for Defendants.

P. “ERISA” means the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et. seq.*

Q. “Escrow Account” means an account established by Class Counsel and Defendants in the name of “Hoffman Separation Leave Settlement Fund” into which the Cash Settlement Amount will be paid.

R. “Expense Award” will have the meaning set forth in Section IX of this Agreement.

S. “Fee Award” will have the meaning set forth in Section IX of this Agreement.

T. “Final Approval Motion” means the motion to be filed by the Parties requesting that the Court grant final approval of the Settlement pursuant to Fed. R. Civ. P. 23(e).

U. “Final Approval Order” means the Court’s order granting final approval of the Settlement pursuant to Fed. R. Civ. P. 23(e)(2).

V. “Final Approval Hearing” means the hearing during which the Court will consider the Final Approval Motion pursuant to Fed. R. Civ. P. 23(e)(2).

W. “Named Plaintiff Awards” will have the meaning set forth in Section IX of this Agreement.

X. “Named Settlement Plaintiffs” or “Plaintiffs” means Plaintiffs Micheal (Susie) Hoffman, Judith Dupoux on behalf of the estate of Margaret Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlaube, Ron Ozaki, Ernest Hewson, Donna Loucks, Roxann Merlini, Jo Gawler, and Robert Kearney.

Y. “Net Settlement Amount” means the amount of the Settlement Fund to be allocated to each Class Member entitled to payment, substantially in the form described in Section VIII of this Agreement.

Z. “Non-Appealable” means an order entered by the Court that is no longer subject to appeal, which will occur: (i) if no appeal is taken, on the date on which the time to appeal therefrom (including any extension of time) has expired; or (ii) if any appeal is taken, on the date on which all appeals, including any petitions for rehearing or re-argument, petitions for rehearing *en banc*, and petitions for a writ of *certiorari* or any other writ, or any other form or review, have been finally disposed of, such that the time to take a further appeal (including any extension of time) has expired, in a manner resulting in an affirmance of the Final Approval Order.

AA. “Parties” or “Settling Parties” means collectively Plaintiffs, individually and on behalf of the Class, and Defendants.

BB. “Party” refers to any of the Parties.

CC. “Plan of Allocation” means the plan for distribution of the proceeds of the Settlement Fund as proposed by Class Counsel and approved by the Court.

DD. “Preliminary Approval Motion” means the motion to the Court filed jointly by the Parties for the Preliminary Approval Order in this Action, substantially in the form described in Section XI of this Agreement.

EE. “Preliminary Approval Order” means the “Order Preliminarily Approving Settlement, Approving Form of Notice, and Setting Final Approval Hearing” in this Action, substantially in the form described in Section XI of this Agreement.

FF. “Qualified Settlement Fund” means the Settlement Fund for federal income tax purposes under Treas. Reg. 26 CFR § 1.468B-1, substantially in the form described in Section V of this Agreement.

GG. “Released Claims” means any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs and causes of

action, whether arising under federal, state or local law, whether by statute, contract or equity, whether brought in an individual or representative capacity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, for actions, omissions, inactions, or conduct: (a) that were asserted in the Complaint, or that arise out of, relate to, or are based on any of the allegations, acts, omissions, facts, matters, transactions or occurrences that were alleged, asserted, or set forth in the Complaint or in any complaint previously filed by Plaintiffs on the same subject matter before or after the Consolidation Order; or (b) that relate in any way to the 2017 Early Out Promise, or to the terms or administration of any voluntary separation program or voluntary separation leave program offered by United in 2020 or 2021, including but not limited to VSP2, VSP3, and VSL, provided, however, that nothing in this subparagraph (b) shall preclude Plaintiffs and Class Members who separated from United by accepting the terms of a voluntary separation program or voluntary separation leave program offered by United (including, but not limited to, VSP2 and VSP3) from bringing claims for benefits under such program that accrue following the date of the Preliminary Approval Order.

HH. “Released Parties” means (a) Defendants; (b) their insurers, coinsurers, and reinsurers; (c) their past, present and future parent corporation(s); (d) their past, present and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; and (e) their past, present and future agents, officers, employees, board of directors, members of the board of directors, managers, independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, employee benefit plan administrators, service providers, and all persons acting under, by, through, or in concert with any of them.

II. “Settlement” means the settlement and compromise of this Action as provided for in this Settlement Agreement.

JJ. “Settlement Administrator” means the person or entity appointed by the Court for purposes of providing the Class Notice Packet to Class Members and/or assisting with the administration of the Settlement.

KK. “Settlement Agreement” means this Class Action Settlement Agreement and any accompanying Exhibits, including any subsequent amendments thereto and any Exhibits to such amendments.

LL. “Settlement Fund” means the Cash Settlement Amount plus any earnings and interest thereon, minus any Court-approved deductions and expenses.

MM. “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including income tax and other taxes and charges on or regarding franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation, or net worth; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes; license, registration, and documentation fees; and customs’ duties, tariffs, and similar charges.

NN. “United” means United Airlines, Inc.

OO. “Vacation Passes” mean electronic certificates provided under United’s nonrevenue space-available pass travel program (“pass travel”), which expire after five (5) years and, under current pass travel rules, enable retirees and their eligible pass riders traveling with them to enjoy (a) the highest space available boarding priority for all parties accompanying the

retiree, (b) waived service charges and taxes (excluding departure taxes and other airport and regulatory taxes), and (c) system-wide travel in all cabins, subject to the terms of pass travel as may be modified from time to time.

PP. “VSP2” means Defendants’ Frontline Voluntary Separation Program 2 effective in May 2020.

QQ. “VSP3” means Defendants’ M&A Voluntary Separation Program 3 effective in June 2020.

RR. “VSL” means Defendants’ Voluntary Separation Leave Program effective in January 2021.

II. CLASS CERTIFICATION

1. **Unopposed Motion.** The Parties agree that Plaintiffs will move the Court for certification of the Class, for settlement purposes only and Defendants will not oppose such motion.

III. CLASS NOTICE

1. **Provision of Class Notice.** The Settlement Administrator shall provide notice of the proposed Settlement to the Class Members by the date identified in the Court’s Preliminary Approval Order.

2. **Contents.** The Class Notice will contain: a brief description of the claims advanced by the Class; a summary of the terms of the Settlement Agreement; the maximum amount of attorneys’ fees and costs that Class Counsel will seek; a description of the proposed Plan of Allocation of the Settlement Fund to the Class; and information about the Final Approval Hearing.

3. **Method of Providing Class Notice.** Class Notice will be provided to each individual Class Member: (a) by email, if a current, valid email address is available or, if a current valid email address is unavailable, by first class U.S. Mail; and (b) by posting the Class Notice (and other documents filed in the litigation) on a dedicated website.

4. **Undeliverable Notices.** In the event that a Class Notice sent by email is not delivered because the email address is invalid, or in the event U.S. Mail is returned as undeliverable, the Settlement Administrator will make reasonable efforts to obtain a valid mailing address and promptly resend the Class Notice to the Class Member by U.S. Mail.

5. **Class Data.** Within 10 days of the Court's Preliminary Approval Order, Defendants will, to the extent not already disclosed, provide Class Counsel with the following contact information in electronic form for each Class Member, to the extent such information is reasonably available in Defendants' files: (1) name; (2) email address; (3) a street mailing address; and (4) Class Member employment numbers. Within 10 days after the Court enters the Final Approval Order, Defendants will provide an updated list containing Class Member Social Security numbers to the Settlement Administrator and Class Counsel. Defendants will also provide other information reasonably requested by Class Counsel or the Settlement Administrator for purposes of fulfilling the requirements of the Settlement Agreement.

6. **Declaration Regarding Class Notice.** Within 30 days after the date on which Notice is required to be sent to Class Members, the Settlement Administrator will file a declaration with the Court confirming that the Notice and related information were sent in accordance with the Preliminary Approval Order.

IV. NON-MONETARY SETTLEMENT TERMS

1. **Vacation Passes.** Defendants will provide eight (8) Vacation Passes for use on flights operated by United to each Class Member.

V. ESTABLISHMENT AND FUNDING OF SETTLEMENT FUND

1. **Payment of Cash Settlement Amount.** Defendants will pay the entire Cash Settlement Amount into the Escrow Account within 30 days after entry of the Preliminary Approval Order.

2. **Custody of Settlement Fund.** The Settlement Fund held in the Escrow Account will be administered in accordance with the terms of this Settlement Agreement and the Orders of the Court. The Settlement Fund will not be paid to the Class Members pursuant to the Plan of Allocation until the Final Approval Order becomes Non-Appealable.

3. **Management of the Settlement Fund.** Until the Final Approval Order becomes Non-Appealable or until the Settlement is terminated in accordance with this Agreement, the Settlement Fund will be held in the Escrow Account, for which an Escrow Agent will act pursuant to the terms of the Escrow Agreement or as ordered by the Court. After the Final Approval Order becomes Non-Appealable, Class Counsel will have the sole right and duty to manage the Settlement Fund in compliance with the terms of the Final Approval Order. Any earnings or interest earned by the Settlement Fund will become part of the Settlement Fund.

4. **Qualified Settlement Fund.** The Settlement Fund is intended by the Settling Parties to be a “qualified settlement fund” for federal income tax purposes under Treas. Reg. 26 CFR § 1.468B-1 at the earliest date possible.

5. This Settlement Agreement does not give rise to any obligation to retroactively recalculate or retroactively adjust pension or other retirement benefits under any United retiree benefit program.

VI. DISTRIBUTIONS FROM THE SETTLEMENT FUND

1. **Distributions to Defray Expenses Before the Effective Date.** Until the Final Approval Order becomes Non-Appealable or the Settlement is terminated in accordance with this Agreement, only the following amounts may be withdrawn from the Settlement Fund, and only upon advance notice to Defense Counsel: (a) amounts sufficient to defray fifty percent (50%) of the Settlement Administrator's invoices for the reasonable costs of furnishing notice to Class Members and of performing other settlement administration responsibilities; and (b) any actual or estimated taxes that are the obligation of the Settlement Fund. Any dispute regarding the reasonableness of any expense incurred, paid, or owing will be adjudicated by the Court, but in no event will such a dispute authorize Class Counsel to cause or allow the Settlement Fund to fail to file a tax return or make a tax payment in a timely manner.

2. **Establishment of Reserves.** Upon the Final Approval Order becoming Non-Appealable, Class Counsel and the Settlement Administrator shall establish the following reserves in the Settlement Fund:

- a. A reserve consisting of the amount reasonably necessary to pay any Taxes that are or will be owed by the Settlement Fund.
- b. A reserve consisting of the amount reasonably necessary to defray fifty percent (50%) of the Settlement Administrator's outstanding and future settlement administration costs.

3. **Distributions from Settlement Fund.** Following establishment of the reserves specified in Section VI.2 above, the remainder of the Settlement Fund will be distributed in the following sequence: (a) the Fee Award and the Expense Award shall be paid to Class Counsel; (b) any Named Plaintiff Awards shall be paid pursuant to the Court's order; and (c) payments shall be made to Class Members pursuant to the Court-approved Plan of Allocation.

4. **Tax Liability.** Each Plaintiff and Class Member who receives a payment from the Settlement Fund in accordance with Section VI of this Agreement is responsible for the payment of any applicable federal, state, or local taxes associated with that payment, if any. Plaintiffs, on behalf of themselves and the Class Members, acknowledge and agree that they have not relied upon any advice from Defendants or Class Counsel as to the taxability of the payments received pursuant to this Settlement Agreement.

VII. PLAN OF ALLOCATION

1. **Proposed Plan of Allocation.** Class Counsel will prepare a proposed Plan of Allocation for distributing the Settlement Fund to Class Members and provide it to Defendants for review and comment. Class Counsel will consider Defendants' comments on the proposed Plan of Allocation in good faith prior to finalizing it and submitting it to the Court for approval as part of the Final Approval Motion.

2. **No Claim Based on Distribution in Accordance with the Plan of Allocation.** The Class and its members will not have any claim against, and will hold harmless, Plaintiffs, Defendants, counsel to any of the foregoing (including Class Counsel), the Settlement Administrator, or other individuals involved in the distribution under the Plan of Allocation, from any claim based on any distributions of the Settlement Fund made substantially in accordance

with this Settlement Agreement, the Plan of Allocation, or as otherwise may be authorized by the Court.

VIII. SETTLEMENT ADMINISTRATION

1. **Appointment of Settlement Administrator.** In consultation with Defendants and their counsel, Class Counsel shall propose a qualified person for appointment by the Court as Settlement Administrator. The Settlement Administrator will have experience providing notice to class members and administering settlements involving monetary distributions in employment or employee benefit class actions. The Settlement Administrator shall not be involved in any business with or in which any Party or their counsel (or the firm of such counsel) has any financial interest. Following appointment, the Settlement Administrator will be subject to the direction of Class Counsel and the Court. The Parties and their counsel will reasonably cooperate with the Settlement Administrator to facilitate timely distribution of the CAFA Notice, the Class Notice, and other settlement-related communications.

2. **Settlement Administrator's Responsibilities.** The Settlement Administrator will undertake the following tasks to administer this Settlement consistent with the terms of this Settlement, the Plan of Allocation, and the Orders of the Court and such other procedures required by the Court or as directed by Class Counsel:

- a. Distribute the CAFA Notice in accordance with CAFA and the terms of this Settlement Agreement;
- b. Distribute the Class Notice Packet to the Class Members in accordance with this Settlement Agreement and any order of the Court;
- c. Provide notice to Class Counsel of updated email or U.S. mail addresses;

d. Respond to questions from Class Members or refer Class Members to Class Counsel for responses;

e. Maintain and staff a toll-free phone number and a web site until six (6) months after distributions of the Settlement Fund have been made to Class Members;

f. File with the Court a declaration confirming distribution of the CAFA Notice and compliance with the Class Notice procedures ordered by the Court;

g. Determine for purposes of allocation of the Net Settlement Amount, subject to the approval by the Court, whether persons claiming that they are Class Members have sufficiently established their status as such, and send notice of determinations or adjudications to those persons;

h. Calculate the amount of the Net Settlement Amount to be allocated to each Class Member entitled to payment from the Net Settlement Amount by name and amount;

i. Distribute payments of the settlement proceeds to Plaintiffs, to Class Counsel, and to Class Members, consistent with instructions from Class Counsel and the Court-approved Plan of Allocation;

j. Monitor the Qualified Settlement Fund and file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitations the returns described in Treas. Reg. Section 1.468B-2(k));

k. Ensure that Class Data is used solely for the administration of this Settlement and is shared only with any persons or entities employed by the Settlement Administrator or for purposes of the administration of this Settlement. Because the list contains personal information, the Settlement Administrator shall maintain the list securely and in

confidence, maintaining the strictest standards of data privacy, except as necessary to fulfill its responsibilities to administer the Settlement. Upon completion of all duties and responsibilities destroy all physical and electronic copies of Class Member lists containing personal information; and

1. Fulfill any other responsibilities set forth in this Agreement or otherwise agreed to by the Settling Parties related to administration of the Settlement, consistent with the orders of the Court.

3. **Class Notice Costs and Expenses.** Reasonable fees and expenses charged by the Settlement Administrator for preparation and distribution of the Class Notice and for completing all other elements required for administering the Settlement will be paid in equal portions from the Settlement Fund and Defendants. The Settlement Administrator will provide invoices to Class Counsel and Defense Counsel itemizing such fees and expenses.

IX. PAYMENT OF FEE AWARDS, EXPENSE AWARDS, AND NAMED PLAINTIFF AWARDS AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION COSTS AND EXPENSES

1. **Attorneys' Fees & Expenses from the Settlement Fund.** Prior to the deadline for Class Members to object to the Settlement Agreement, Class Counsel shall file a motion with the Court for an award from the Settlement Fund of: (a) Fee Awards, consisting of attorneys' fees awarded by the Court; (b) Expense Awards, consisting of amounts to reimburse Class Counsel's reasonable litigation costs and expenses; and (c) Named Plaintiff Awards, consisting of awards to Plaintiffs as Class Representatives. Any such Fee Award, Expense Award, or Named Plaintiff Award shall be subject to the Court's approval at the Final Approval Hearing and will be paid solely from the Settlement Fund.

2. **Defendants' Non-Opposition.** Defendants and Defense Counsel will take no position regarding the application for or an award of the Fee Awards and Expense Awards provided that the application for the Fee Awards does not exceed one-third of the Cash Settlement Amount. Defendants and their counsel will not take any position on a requested Named Plaintiff Award for each Class Representative provided that the Named Plaintiff Awards do not exceed \$10,000 per Plaintiff.

3. **Immateriality of Award of Attorneys' Fees and Reimbursement of Litigation Expenses to Consummation of Settlement.** In the event that this Court refuses to approve the Fee Award, Expense Award or the Named Plaintiff Awards, in whole or in part, or if any such award is rejected or modified on appeal, such rejection or modification will not constitute a material modification of this Settlement Agreement, will not void this Settlement Agreement, and will not provide a basis for any Party to withdraw from this Settlement Agreement.

4. **Payment of Fee Awards and Expense Awards.** The Settlement Administrator shall pay the Fee Awards and the Expense Awards into an account designated by Class Counsel. Defendants will not have any input as to the division of such awards among Class Counsel.

5. **Timing of Payment of Fee Awards and Expense Awards.** In the event that there is an appeal solely of the Fee Awards or Expense Awards (or a portion thereof), (a) such an appeal will not prevent the Class Settlement from becoming Non-Appealable or otherwise prevent or delay distribution of the Settlement Fund to Class Members; and (b) Class Counsel will be entitled to a disbursement of those portions of the Fee Awards and Expense Awards which are not contested on appeal.

6. **Defendants' Attorneys' Fees & Expenses.** Defendants will bear their own attorneys' fees, expenses, and costs. No amount of the attorneys' fees, expenses, or costs of this Litigation incurred by Defendants will be paid by the Settlement Fund or charged to any Class Member.

X. NO ADMISSION OF WRONGDOING OR INFIRMITY OF CLAIMS

1. **No Admission by Defendants.** This Settlement Agreement embodies a compromise of disputed claims and nothing in the Settlement Agreement will be interpreted or deemed to constitute an admission or concession of wrongdoing by Defendants or give rise to any inference of liability in this or any other proceeding. This Settlement Agreement will not be offered or received against Defendants as any admission by any such Party with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim asserted in the Action or of any liability, negligence, fault, or wrongdoing of any such Party.

2. **No Admission by Plaintiffs or the Class.** This Settlement Agreement is not, nor may it be deemed to be or used as an admission or evidence of, any infirmity in the claims asserted by Plaintiffs and Class Members.

3. **Use of Settlement Agreement.** This Settlement Agreement may be used in such proceedings as may be necessary to consummate or enforce this Settlement Agreement or the Final Approval Order, and any Party may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against it to support a claim, a defense, or a counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XI. SETTLEMENT APPROVAL PROCESS

1. **Request for Indicative Ruling from District Court.** Class Counsel, on behalf of the Class and Defendants, will jointly request an indicative ruling from the Court pursuant to Fed. R. Civ. P. 62.1 as to whether, upon a remand of the action from the Court of Appeals solely for purposes of effectuating the Settlement, the Court would favorably entertain the Preliminary Approval Motion and enter the Preliminary Approval Order. In the event that the Court provides the requested indicative ruling, the Parties will jointly notify the Clerk of the Court of Appeals of the indicative ruling and request that the Court of Appeals order a limited remand of the matter to provide the Court with jurisdiction to entertain and effectuate the Settlement.

2. **Preliminary Approval Order.** Upon remand of the matter from the Court of Appeals, Class Counsel, on behalf of the Class, and Defendants will jointly file the Preliminary Approval Motion to request that the Court enter the Preliminary Approval Order in a form agreed upon by the Settling Parties. Among other things mutually agreed upon by the Parties, the Preliminary Approval Order shall propose:

- a. Appointment of Plaintiffs as Class Representatives;
- b. Appointment of Susan L. Meter and Samantha Brener of Kantor & Kantor LLP, Mark D. DeBofsky of DeBofsky Law, Ltd., Jamie S. Franklin of Chicago-Kent College of Law, and Jeffrey Lewis of Keller Rorhback LLP, as Class Counsel;
- c. Certification of the Class pursuant to Fed. R. Civ. P. 23(b)(2), and, in the alternative, Fed. R. Civ. P. 23(b)(1).
- d. Preliminary approval of the Settlement as set forth in this Settlement Agreement, subject to further hearing and determination under Fed. R. Civ. P. 23(e);

- e. Approval of the form of Class Notice, substantially in the form agreed upon by the Parties, and the manner of distribution and publication which is consistent with this Agreement, Fed. R. Civ. P. Rule 23, and the requirements of due process;
- f. Authorization of the payment, in part, of Settlement Administration expenses out of the Settlement Fund, consistent with the terms of the Settlement Agreement;
- g. Preliminary approval of the Plan of Allocation;
- h. Appointment of the Settlement Administrator;
- i. A schedule for the Final Approval Hearing for the Court to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate, and whether the Final Approval Order approving the Settlement Agreement should be entered;
- j. Deadlines for filing a Final Approval Motion, Class Counsel's application for a Fee and Expense Award, and Plaintiffs' application for Named Plaintiff Awards;
- k. That the Final Approval Hearing may be continued from time to time by Order of the Court if necessary, and without further notice to the Class;
- l. Requiring Defendants to produce the Class Data required pursuant to this Agreement to the extent that such data is reasonably available and within their possession, custody or control; and
- m. To the extent requested by Defendants, approval of the form of notice by Defendants under CAFA.

3. **Final Approval of the Settlement.** If the Court grants the Preliminary Approval Order as described in this Settlement (and none of the conditions to terminate this Agreement has been exercised), Class Counsel and Defendants will jointly file a Final Approval

Motion, which will seek entry of a proposed Final Approval Order in a form to be agreed upon by the Parties. The proposed Final Approval Order will, among other things mutually agreed upon by the Parties, request that the Court order and/or find as follows:

- a. Final approval of the Settlement of the claims of the Class as set forth in this Settlement Agreement;
- b. The Settlement is fair, reasonable, and adequate to the Class pursuant to Fed. R. Civ. P. 23(e);
- c. Final approval of the Plan of Allocation;
- d. Dismissal of the Action against Defendants with prejudice;
- e. That Plaintiffs and the Class will be deemed conclusively to have released the Released Parties from the Released Claims, as provided in this Settlement Agreement;
- f. Defendants will have been deemed conclusively to have released Plaintiffs, Plaintiffs' Counsel, and the Class from claims related to the prosecution of this Action, as provided in this Settlement Agreement;
- g. Plaintiffs and the Class are barred and permanently enjoined from prosecuting any and all Released Claims, as provided in this Settlement Agreement;
- h. Determine Class Counsel's request(s) for a Fee Award and Expense Award, and the Plaintiffs' request for Named Plaintiff Awards;
- i. Retain exclusive jurisdiction, without affecting the finality of the Order entered, with regard to: (i) implementation of this Settlement Agreement; (ii) disposition of the Settlement Fund and distributions from the Settlement Fund; (iii) any disputes about the

allocation of Attorneys' Fees and Expenses among Plaintiff's Counsel; and (iv) enforcement and administration of this Settlement Agreement, including the non-monetary terms; and

j. That notice to the appropriate state and federal officials has been provided as required by CAFA.

XII. CONDITIONS OF SETTLEMENT

1. **Court Approval.** Each of the following is an express condition of Settlement:

a. The Class is certified and defined to substantially correspond to one set forth in this Settlement Agreement;

b. The Class is certified by the Court pursuant to Fed. R. Civ. P. 23(b)(2), or in the alternative, 23(b)(1), in either case without provisions for members of the Class to exclude themselves from the Settlement;

c. Plaintiffs' Counsel is appointed as Class Counsel by the Court;

d. The Class Data that Defendants produced during this litigation are materially correct;

e. The Preliminary Approval Order is entered substantially in the form required by this Agreement;

f. The Final Approval Order is entered substantially in the form required by this Agreement; and

g. The Final Approval Order becomes Non-Appealable.

2. **Effect of Modification of the Class Definition.** In the event that the Court does not certify a Class substantially similar to the definition as set forth in this Settlement Agreement pursuant to either Fed. R. Civ. P. 23(b)(1S) or (2), without provisions for members of

the Class to exclude themselves, Plaintiffs and Defendants will each have the right to withdraw from and void this Settlement so long as the notice of the exercise of such right is provided to the Court and the opposing Party within 14 days after the date on which the Court issues such order. In the event that either Plaintiffs or Defendants provides a Termination Notice pursuant to Section XVI.1 based on the modification of the class definition and the Parties fail to reach agreement as provided under Section XVI.2, any dispute concerning this provision will be submitted to the Court, which (along with any appellate court) will have sole authority to resolve that dispute.

3. **Non-Conditional Matters.** None of the following are conditions of the Settlement, and no action by the Court or any court of appeals as to any of the following will prevent the Final Approval Order from becoming Non-Appealable:

- a. Court approval of any Named Plaintiff Awards;
- b. Court approval of the Fee Award or Expense Award; or
- c. Court approval of the proposed Plan of Allocation.

XIII. RESTRICTIONS ON DEFENDANTS' CONTACT WITH CLASS MEMBERS

1. **Defendants' Contact with Class Members.** Prior to the date that the Final Approval Order has been entered, Defendants, Defense Counsel, or any person acting on behalf of Defendants or Defendants' Counsel will not communicate with any Class Member about this Action or Settlement except (a) with the prior written consent of Class Counsel (b) as provided in this Section or (c) as allowed by the Court.

2. **Communications Initiated by Class Members.** To the extent that a Class Member initiates any communication with Defendants or Defense Counsel about this Action or the Settlement prior to the date the Final Approval Order has been entered, Defendants

or Defense Counsel will respond by (a) advising the Class Member to contact Class Counsel and (b) promptly advise Class Counsel about the communication including the name and any contact information of the Class Member.

XIV. **ISSUANCE OF CAFA NOTICE**

1. **CAFA Notice.** Defendants shall prepare a form of notice to law enforcement officials in accordance with the requirements of CAFA and provide a copy to Class Counsel. Thereafter, the Settlement Administrator shall distribute the CAFA Notice on Defendants' behalf to the United States Department of Justice, the United States Department of Labor, and to the Attorneys General of all states in which the Class Members reside, as specified by 28 U.S.C. § 1715, within ten (10) days after this Settlement Agreement is filed with the Court.

XV. **RELEASES**

1. **Release of Defendants by Plaintiffs & the Class.** Upon the Final Approval Order becoming Non-Appealable, Plaintiffs and all Class Members (and their respective heirs, beneficiaries, executors, successors and assigns) shall be deemed to have fully, finally, and forever settled, released, relinquished, waived and discharged all Released Parties from the Released Claims, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for a Fee Award or Expense Award, and regardless of the monetary benefit that such Class Members receive pursuant to the Plan of Allocation approved by the Court.

2. **Release of Plaintiffs and the Class by Defendants.** Upon the Final Approval Order becoming Non-Appealable, Defendants shall be deemed to have fully, finally, and forever settled, released, relinquished, waived and discharged Plaintiffs, each Class Member, Class Counsel from any and all claims or causes of action, whether in law or in equity, whether

known or unknown, arising out of the filing, commencement, prosecution, or settlement of this Action, including any claims for attorneys' fees, costs, expenses, or sanctions.

3. **Non-Released Claims.** Notwithstanding the foregoing or any other language in this Settlement Agreement, the Settling Parties are not releasing Claims to enforce this Settlement Agreement. In addition, as reflected in the definition of "Released Claims," nothing in this Settlement Agreement shall preclude Plaintiffs and Class Members who separated from United by accepting the terms of a voluntary separation program or voluntary separation leave program offered by United (including, but not limited to, VSP2 and VSP3), from bringing claims for benefits under such program that accrue following the date of the Preliminary Approval Order.

4. **Release of Unknown Claims.** Upon the Final Approval Order becoming Non-Appealable, Plaintiffs and all Class Members shall: (a) be conclusively deemed to 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 Section 1542 of the California Civil Code, which provides: A general release does not extend to claims which 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; and (b) 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.

XVI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

1. **Right to Terminate.** In the event that one of the Conditions of Settlement in Section XII is not satisfied, either Class Counsel or Defendants shall have the right to withdraw from and seek to void this Settlement under the conditions set forth in this Agreement by providing written notice to counsel for all other Parties to the Settlement within fourteen days (14) days after the event prompting the right to terminate (“Termination Notice”). In the event that the Final Approval Order has not become Non-Appealable, the Party providing such Termination Notice will be entitled to withdraw it so long as the specified condition has not been satisfied and the Party satisfies the conditions in Section XVI.2 for the effectiveness of Termination Notice.

2. **Effectiveness of Termination Notice.** A Termination Notice will become effective to void the Settlement Agreement only if the Settling Parties fail to reach a written agreement within thirty (30) days of the Termination Notice to modify this Settlement Agreement to resolve the issue and have not agreed to further extend the time to reach agreement to modify this Settlement Agreement.

1. **Effect of Withdrawal.** In the event that a Termination Notice becomes effective before the Final Approval Order becomes Non-Appealable: (a) the monies in the Escrow Account (including any interest or earnings accrued while in funds were in the Escrow Account, but less any amount paid or owing for taxes or the Settlement Fund’s proportionate share of the Settlement Administrator’s reasonable expenses incurred in connection with administering the Settlement Agreement while in Escrow, including any amounts necessary to prepare tax returns or monies paid or owing to the Settlement Administrator) will be returned

to Defendants upon written request within ten (10) business days of such written request; (b) this Agreement will be void ab initio; and (c) the Parties' positions, rights, and responsibilities will be deemed to have reverted to their respective status in this Action as of September 16, 2025, and, except as may otherwise be expressly provided here, the Settling Parties will proceed in all respects as if this Settlement Agreement never existed.

XVII. MISCELLANEOUS PROVISIONS

1. **Confidentiality.** The Parties shall keep the terms of this Settlement Agreement confidential until it is filed with the Court (except as otherwise agreed by the Parties).

2. **Return of Confidential Information.** For purposes of Paragraph 14 of the Confidentiality Order, Dkt. No. 67, Final Disposition of this Action will have been deemed to have occurred when the distribution to Class Members of proceeds from the Settlement Fund has been completed after the Final Approval Order becomes Non-Appealable. In addition to the archival copies of documents to which Counsel for any Party is entitled to retain pursuant to Paragraph 14 of the Confidentiality Order, Plaintiffs' Counsel and Class Counsel may maintain the Class data used to provide Class Notice or to calculate Distributions of the Settlement Fund to the Class for three years following Final Disposition, but such materials will remain subject to the terms of the Protective Order. Additionally, the Settlement Administrator may maintain the Class Data used to provide Class Notice or to calculate distributions of the Settlement to the Class for one year following Final Disposition, on the condition that the Settlement Administrator agrees to and does maintain such materials subject to the terms of the Protective Order.

3. **Tax Obligations and Tax Advice.** No opinion or advice concerning the Tax consequences of the Settlement Agreement has been given or will be given by counsel involved in the Action to the Class, nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. The Tax obligations of the Class and the determination thereof are the sole responsibility of each Class Member, and it is understood that the Tax consequences may vary depending on the particular circumstances of each Class Member. No charge or claim may be asserted against any Class Member, Class Counsel, or the Settlement Fund for reimbursement of any Tax, including any penalty or excise tax, imposed or sought to be imposed upon any Defendants in relation to or as a consequence of this Agreement.

4. **Binding Effect.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, affiliates, heirs, spousal beneficiaries, and legal representatives of the Settling Parties, as well as any other party identified as a Defendant for purposes of Section XV.1 (subject to the limitations of that Section), provided, however, that no assignment by any Settling Party will operate to relieve such Party of its obligations hereunder.

3. **Good Faith.** The Settling Parties: (a) acknowledge that it is their intent to consummate this Settlement; (b) agree to exercise their best efforts and to act in good faith to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Settlement Agreement; and (c) agree to exercise their best efforts and to act in good faith to cooperate to the extent necessary to obtain the fullest possible participation of all Class Members in any Settlement. The Settling Parties and their counsel agree to cooperate fully with one another in seeking entry of the Preliminary Approval Order and the Final Approval Order. The Settling Parties also agree to promptly execute and/or provide such documentation as may be

reasonably required to obtain the Preliminary Approval Order and Final Approval Order. The Settling Parties agree to defend any provision of the Settlement Agreement or any order entered pursuant to this Settlement Agreement from any legal challenge by appeal, collateral attack, objection, or otherwise.

5. **Modification.** This Settlement Agreement may be amended or modified only by written instrument signed by Class Counsel on behalf of Plaintiffs and the Class and by Defense Counsel on behalf of Defendants or their respective successors in interest and to the extent that such modifications are made after approval by the Court and such modification is material, after the Court has approved such modification.

6. **Representation.** This Settlement Agreement constitutes the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such documents.

7. **Authorization.** Each signatory to this Settlement Agreement represents that he or she is authorized to enter into this Settlement Agreement on behalf of the respective Parties he or she represents. Should any non-signing Party ever contend that they did not authorize their counsel to sign this Settlement Agreement on their behalf, counsel for that Party and their law firms shall defend, indemnify, and hold harmless the other Parties with respect to any and all claims, demands, actions, causes of action, or losses related to such contention.

8. **Counterparts.** This Settlement Agreement may be executed in one or more original, photocopied, or facsimile counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument.

9. **Governing Law.** All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of Illinois without regard to its conflicts of law rules and in accordance with the laws of the United States.

10. **Waiver.** The waiver by one Party of any breach of this Settlement Agreement by any other Party will not be deemed a waiver of any other breach of this Settlement Agreement. The provisions of this Settlement Agreement may not be waived except by a writing signed by the affected Party, or counsel for that Party, or orally on the record in court proceedings.

11. **Continuing Jurisdiction.** The Settling Parties agree to submit to the jurisdiction of the Court with respect to disputes related to implementing and enforcing the Settlement Agreement. Any and all disputes related to claims that are not satisfactorily resolved by the Settling Parties will be submitted to the Court for resolution.

12. **Enforcement of this Agreement.** In the event that any Party to this Agreement believes that another Party to this Agreement has breached the terms of this Agreement, that Party will notify the alleged breaching Party and Counsel in writing setting forth the nature of the breach and the requested method to cure the breach at least 14 days prior to bringing the dispute to the Court's attention or otherwise initiating proceedings to enforce the Settlement Agreement. In the event the allegedly breaching Party is a Class Member, regardless of whether that Class Member has separate counsel, Defendants will also notify Class Counsel in writing.

13. **Extensions.** The Settling Parties reserve the right, subject to the Court's approval, to request any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

14. **Final and Complete Resolution.** The Settling Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to this Action. The Settling Parties agree that the amount paid to the Settlement Fund and the other terms of the Settlement Agreement were negotiated in good faith at arm's-length by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

The parties hereto, intending to be legally bound hereby, have caused this Settlement Agreement to be executed by their duly authorized counsel as of the date stated in the introductory clause.

Dated: December 18, 2025

Dated: DECEMBER 4, 2025

Agreed to by:

/s/ Susan Meter

Susan L. Meter
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/s/ Brett Hart

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On behalf of Defendants

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On Behalf of Plaintiffs and the Class

EXHIBIT 2

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHEAL (SUSIE) HOFFMAN, THE
ESTATE OF MARGARETT ROUMAIN,
GREGORY FRANK, VICTOR
YUSTMAN, VICTORIA FELLOWS,
MARIA DEGLAUVE, RON OZAKI,
ERNEST HEWSON, DONNA LOUCKS,
ROXANN MERLINI, JO GAWLER, AND
ROBERT KEARNEY,

Plaintiffs,

v.

UNITED AIRLINES, INC., UNITED
AIRLINES 36-MONTH
SUPPLEMENTAL BENEFIT PLAN,
UNITED AIRLINES FRONTLINE
VOLUNTARY SEPARATION PROGRAM
2 (VSP2), UNITED AIRLINES
FRONTLINE VOLUNTARY
SEPARATION LEAVE (VSL)
PROGRAM, UNITED AIRLINES
CONSOLIDATED WELFARE BENEFIT
PLAN, AND UNITED AIRLINES
RETIREE MEDICAL PROGRAM,

Defendants.

Civil Action No. 1:21-cv-06395

Honorable John J. Tharp, Jr.

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION, FINAL
APPROVAL HEARING CONCERNING SETTLEMENT, AND MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT OF LITIGATION EXPENSES, AND CLASS
REPRESENTATIVES' INCENTIVE AWARD**

This notice ("Notice") advises you of a proposed settlement (the "Settlement") of a class action lawsuit brought by Plaintiffs Micheal (Susie) Hoffman, the Estate of Margaret Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria Deglauve, Ron Ozaki, Ernest Hewson, Donna Loucks, Roxann Merlini, Jo Gawler, and Robert Kearney, who are all former United Airlines employees, individually and as the representatives of the Settlement Class (collectively, "Class Representatives" or "Plaintiffs") against the following Defendants: United Airlines, Inc.

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Questions? Visit www.HoffmanSettlement.com Or Call Toll Free (888) 808-7073 Or Email

DO NOT CALL THE COURT, as Court personnel cannot answer your questions.

(“United”), United Airlines 36-Month Supplemental Benefit Plan, United Airlines Frontline Voluntary Separation Program 2 (VSP2), United Airlines Frontline Voluntary Separation Leave (VSL) Program, United Airlines Consolidated Welfare Benefit Plan, and United Airlines Retiree Medical Program (collectively, “Defendants”).

As described in more detail below, this Settlement is made in compromise of claims made by Plaintiffs, for themselves and on behalf of all other similarly situated former United employees, against Defendants in the litigation (the “Lawsuit”). Those claims asserted that United failed to pay cash severance benefits, as described below. United disputed, and continues to dispute, those claims.

You are receiving this Notice because you have been identified from United’s records as member of the following Class:

A former employee of United Airlines who retired between August 17, 2017 and December 31, 2020 who was not eligible to participate in the Frontline Voluntary Separation Program 2 (“VSP 2”), the Frontline Voluntary Separation Program 3 (“VSP 3”) and/or the Frontline Voluntary Separation Leave Program (“VSL”) for the sole reason that the employee retired before United offered VSP 2, VSP3 and/or VSL, regardless of whether the employee signed a release of claims as a condition of accepting any of these programs. This is further explained below.

PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION. YOU HAVE NOT BEEN SUED.

The United States District Court for the Northern District of Illinois (the “Court”) has preliminarily approved this Settlement and has scheduled a Fairness Hearing to evaluate the fairness and adequacy of the Settlement. At the hearing, the Court will consider Plaintiffs’ requests for approval of the settlement, for class certification, for approval of a proposed plan of allocation of the settlement amount, for an award of Attorneys’ fees and expenses, and for an incentive award to the Class Representatives. The hearing has been scheduled for [REDACTED] (CST) in Courtroom [REDACTED] of the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604.

The terms of the Settlement are contained in the Class Action Settlement Agreement (the “Settlement Agreement”), a copy of which is available at [REDACTED] or by contacting the lawyers for the Class (“Class Counsel”) identified below. Capitalized terms as used in this Notice and not defined herein have the meanings assigned to them in the Settlement Agreement. The Settlement will provide for a lump sum payment of \$27,500,000 by United and allocation of a portion of that amount among Class Members according to a plan of allocation described below. The Settlement is summarized below.

Any questions regarding the Settlement should be directed to Class Counsel through the Settlement Administrator. Class Counsel have established a toll-free number, 1-888-808-7073, if you have questions or comments. You may also send an e-mail with questions or comments to [REDACTED]. Please do not contact the Court or the lawyers for Defendants. They will not be able to answer your questions.

Questions? Visit www.HoffmanSettlement.com Or Call Toll Free (888) 808-7073 Or Email [REDACTED].

DO NOT CALL THE COURT, as Court personnel cannot answer your questions.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A SETTLEMENT CLASS MEMBER TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU DO NOT OPPOSE THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

| ACTIONS YOU MAY TAKE IN THE SETTLEMENT | |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NO ACTION IS NECESSARY TO RECEIVE PAYMENT. | If the Settlement is approved by the Court and you are a Settlement Class Member, you do not need to do anything to receive a payment. The portion, if any, of the Settlement Fund to be allocated to you will be paid to you by the Settlement Administrator. |
| YOU CAN OBJECT NO LATER THAN _____ 2026. WRITTEN OBJECTIONS MUST BE FILED WITH THE COURT BY THIS DATE. | If you wish to object to any part of the Settlement, you can write to the Court and explain why you do not like the Settlement. |
| YOU CAN GO TO THE HEARING ON _____, 2026, at _____ A.M. CST BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN _____, 2026. | If you submit a written objection, you can ask to speak in Court about the fairness of the Settlement. You may enter your appearance in Court through an attorney if you so desire. |

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Questions? Visit www.HoffmanSettlement.com Or Call Toll Free (888) 808-7073 Or Email 

DO NOT CALL THE COURT, as Court personnel cannot answer your questions.

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This Lawsuit is is pending in the United States District Court for the Northern District of Illinois. The Plaintiffs and Defendants collectively are referred to in this Notice as the “Parties.” As described in more detail below and in the Second Amended Class Action Complaint (“the Complaint”), the Lawsuit concerns allegations that United breached a policy regarding the payment of severance pay (“early out” benefits). Copies of the Complaint and other documents relevant to this Settlement, including the Settlement Agreement, are available at www.HoffmanSettlement.com.

SUMMARY OF SETTLEMENT

The preliminarily approved Settlement Amount is \$27,500,000. The Net Settlement Amount will consist of the Settlement Amount less certain amounts described in the Settlement Agreement, including expenses associated with this Notice, Court-approved Attorneys’ Fees and expenses, Court-approved Class Representative incentive awards (“Incentive Awards”), and other costs related to the administration of the Settlement and implementation of the Plan of Allocation. The Net Settlement Amount will be allocated among the Settlement Class in accordance with the Plan

Questions? Visit www.HoffmanSettlement.com Or Call Toll Free (888) 808-7073 Or Email info@hoffmansettlement.com.

DO NOT CALL THE COURT, as Court personnel cannot answer your questions.

of Allocation to be approved by the Court. (See Section 7 below for details of the Plan of Allocation).

The Class Members are the following persons: All former employees of United who retired between August 17, 2017 and December 31, 2020 and who were not eligible for VSP2, VSP3, and/or VSL for the sole reason that they retired before United offered VSP 2, VSP3 and/or VSL, regardless of whether they signed a release as a condition of accepting any of these programs.

This Settlement represents, in the view of Class Counsel, the best possible monetary result that could be achieved for the Class in light of the significant risks Plaintiffs faced in the Lawsuit. As explained below, the United States District Court dismissed all of Plaintiffs' claims because it found that even if all the facts asserted by Plaintiffs were proven, they would be legally insufficient to support any recovery. Plaintiffs filed an appeal to a United States Circuit Court of Appeals, but the outcome of that appeal was uncertain, and even if Plaintiffs had prevailed in their appeal, the lawsuit would be sent back to the District Court for further proceedings that could still result in a judgment rejecting the claims, or in a judgment or verdict greater or less than the recovery under the Settlement Agreement.

Throughout this Lawsuit, Plaintiffs and Defendants have disagreed on both liability and damages. Defendants, among other things: (1) deny the material allegations of the Complaint; (2) deny any wrongdoing or liability whatsoever; (3) were prepared to oppose Plaintiffs' appeal to the Seventh Circuit prior to the parties reaching a settlement; and (4) are entering into the Settlement solely to avoid the cost, disruption, and uncertainty of litigation.

The Plaintiff Class Representatives and Class Counsel have conducted an extensive investigation into the facts, circumstances, and legal issues associated with the allegations made in the Lawsuit. Based on the District Court's dismissal of Plaintiffs' Complaint, the risks of not succeeding on appeal, and the time subsequently necessary to achieve a complete resolution through litigation even if the appeal were successful, the complexity of the claims set forth in the Complaint, and the benefits accruing to the Class under the Settlement, Class Counsel believe that the Settlement will provide a significant benefit to the Class. When this benefit is weighed against the risks and delay of continuing the prosecution of the Lawsuit, Class Counsel believe the Settlement represents a reasonable, fair, and adequate resolution of the claims of the Class.

Attorneys' Fees and Expenses: Court-appointed Class Counsel will file a motion for an award of Attorneys' Fees not to exceed one-third of the Settlement Fund, plus reimbursement of their out-of-pocket expenses. One-half of the costs of sending this Notice to the Settlement Class and for payment of a third party for administration of the Settlement will also be paid out of the Settlement proceeds. Defendants will pay the other one-half. Plaintiffs will also apply for Incentive Awards of up to \$10,000 for each Class Representative for their time and risk in bringing these claims on behalf of the Settlement Class. Any such awards will be at the sole discretion of the Court and will be paid out of the Settlement Fund.

BASIC INFORMATION

1. Why did I get this Notice package?

You retired from United between August 17, 2017 and December 31, 2020 and are a Class Member. As a result, you have a right to know about the proposed Settlement with Defendants before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and all related objections and appeals are favorably resolved, you and all of the Class Members will be bound by the Settlement Agreement and the releases of claims contained in it, and the Net Settlement Amount will be allocated among the Class Members according to a Court-approved Plan of Allocation.

This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how you will receive your portion of the benefits. The purpose of this Notice is to inform you of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and to consider the application of Class Counsel for their Attorneys' Fees and reimbursement of litigation expenses, as well as an application for Incentive Awards to the Class Representatives.

The Fairness Hearing will be held on [REDACTED] 2026, at [REDACTED] a.m. CST before the Honorable John J. Tharp, Jr. in the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, Courtroom 2303 to determine:

- (a) Whether the Settlement is fair, reasonable, and adequate and should be approved by the Court;
- (b) Whether final judgment approving the Settlement Agreement should be entered;
- (c) Whether the Class should be certified as a mandatory non-opt-out class meeting the applicable requirements for a settlement class imposed by Federal Rule of Civil Procedure 23;
- (d) Whether the requirements of Federal Rule of Civil Procedure 23 and due process of law have been satisfied in connection with the distribution of this Class Notice Settlement Class Members;
- (e) Whether the requirements of the Class Action Fairness Act have been satisfied;
- (f) Whether to approve Incentive Awards to the Class Representatives and if so, the amounts; and
- (g) Whether to award Attorneys' Fees and litigation expenses to Class Counsel who represent the Settlement Class Members, and if so, the amounts.

The issuance of this Notice is not an expression of the Court's opinion on the merits of any claim in the Lawsuit, and the Court still has to decide whether to approve the Settlement. If the Court

approves the Settlement, the Settlement provisions will become effective after all related appeals, if any, are resolved in favor of Settlement approval. It is always uncertain whether any such appeals can be favorably resolved, and their resolution may take more than a year. Please be patient.

2. How do I know whether I am part of the Settlement?

The Court has preliminarily certified this Lawsuit as a class action for settlement purposes only. The Class consists of the following persons: All former employees of United who retired between August 17, 2017 and December 31, 2020 and who were not eligible for VSP2, VSP3, and/or VSL for the sole reason that they retired before United offered VSP2, VSP3 and/or VSL, regardless of whether they signed a release as a condition of accepting any of these programs. If you are a Settlement Class Member, your share of the Net Settlement Amount, if any, will be determined by the Court-approved Plan of Allocation, described generally in Section 7 below.

3. What does the Settlement provide?

The Settlement Agreement provides for a total cash payment by Defendants of \$27,500,000. The Net Settlement Amount will be calculated by subtracting certain amounts as described in the Settlement Agreement from the \$27,500,000, including the following: (a) expenses associated with this Class Notice; (b) Court-approved Attorneys' fees and Expenses; (c) Class Representative Incentive Awards; and (d) taxes and other costs related to the administration of the Settlement Fund and implementation of the Plan of Allocation. The Net Settlement Amount will be allocated among and paid to Class Members according to a Plan of Allocation to be approved by the Court. Disbursement of the Net Settlement Amount to Settlement Class members will occur only after the Settlement has become final—that is, after any appeals relating to the Settlement are favorably decided and all periods when appeals or further appeals could be made have expired.

The Settlement also provides that each Settlement Class Member will receive eight (8) vacation passes for use on United operated flights.

The above description of the operation of the Settlement is only a summary. The governing provisions are set forth in the Settlement Agreement, which may be obtained at www.HoffmanSettlement.com.

4. What is the lawsuit about? What has happened so far?

Three separate class action lawsuits were filed against United. Later, they were consolidated in the United States District Court for the Northern District of Illinois, and the Plaintiff Class Representatives and their attorneys filed a consolidated complaint (the Second Amended Class Action Complaint) on July 5, 2022.

That Complaint alleged violations of the federal law governing employee benefits (ERISA) and, in the alternative, a breach of contract under Illinois state law. All of Plaintiffs' claims were based on an announcement by then United CEO Oscar Munoz on August 17, 2017 that if United offered an "early out" program within 3 years after employees' retirements for which the retired employees would have been eligible if active, United would provide them the cash benefits of that program (the "Early Out Program"). Subsequently, United offered several programs that Plaintiffs alleged were early out programs VSP2, VSP3, and VSL. Some of the Plaintiffs and members of the

Settlement Class retired without taking advantage of any program, some retired under the Voluntary Separation Program 1 (“VSP1”), some under VSP2, and some under VSP3. As detailed below, Plaintiffs did not receive the cash benefits of any of the VPS2, VSP3 or VSL programs offered after their retirements:

- Those who retired before any of the three programs were announced did not receive any cash benefits;
- Those who retired under VSP1 did not receive additional cash benefits offered under any of the later programs; and
- Those who retired under VSP2 did not receive additional cash benefits offered under the later offered VSL.

Defendants have denied and continued to deny they have any liability and have asserted several defenses to Plaintiffs’ claims. These included, among others, the following:

- United denies that the Early Out Program, VSP2, VSP3, and VSL were employee benefit plans subject to claims under ERISA;
- United denies that any of the three programs in question were “early out” programs within the scope of the Early Out Program announcement, including because they did not provide for severance cash payments;
- United contends that employees who retired under VSP1 or VSP2 or VSP3 signed releases of any potential claims, including claims under any later separation programs, as a condition of receiving those benefits;

On July 26, 2022, Defendants filed a motion to dismiss all of Plaintiffs’ claims, asserting many of these arguments. Plaintiffs filed papers opposing that motion and Defendants filed reply papers. On May 1, 2025, the District Court granted Defendants’ motion and dismissed all of Plaintiffs’ claims. A copy of the Court’s opinion is available at www.HoffmanSettlement.com. On May 29, 2025, Plaintiffs filed a notice of Appeal in the Seventh Circuit United States Court of Appeals. Under that Court’s procedures, the parties then participated in a mediation process.

That process involved contentious, arm’s-length negotiations between Class Counsel and Defendants’ Counsel facilitated through an experienced Circuit Court mediator with substantial experience mediating lawsuits of this type. Counsel conducted numerous meetings and conferences in which the terms of the Settlement were extensively debated and negotiated.

5. Why is this case brought as a class action?

In a class action, one or more plaintiffs sue on behalf of people who have similar claims. All of the individuals on whose behalf the Plaintiffs in this Lawsuit are suing are “Class Members,” and they are also referred to in this Notice as Settlement Class Members. In a class action, the Court resolves the issues for all Class Members. The Honorable John J. Tharp, Jr., United States District Judge, is presiding over this case.

6. Why is there a Settlement?

Under the proposed Settlement, the Court will not decide the merits of the case in favor of either Plaintiffs or Defendants. By agreeing to a Settlement, both Plaintiffs and Defendants avoid the costs, risks, and delays of litigating the Lawsuit.

As with any litigation, Plaintiffs would face an uncertain outcome if the Lawsuit proceeded. First and foremost, the District Court's dismissal of the case might be upheld by the appeals court – in that case, the Lawsuit would be over and lost. Second, even if the Seventh Circuit were to reinstate one or more of Plaintiffs' claims, the ultimate outcome of the case would be uncertain. Plaintiffs would have to engage in further discovery of potentially relevant documents and take the depositions of key present and former United executives. Defendants would likely file a motion for summary judgment after discovery, seeking to have the District Court rule in their favor even before any possible trial, and there would be a risk that the judge would again rule in Defendants' favor. Even if the Court did not give summary judgment to Defendants, Plaintiffs would have the risk that they would not win at trial.

On the one hand, pursuing the case against Defendants could result in a verdict obtaining greater relief (more damages) than that provided by the Settlement. On the other hand, any such additional relief would only be potentially available after many months, or perhaps years, of additional proceedings. Further, continuing the case against the Defendants could result in a verdict for less than the Class Representatives have obtained in the Settlement, or no recovery at all. Based on these risks and an evaluation of the particular risks presented by this case, in particular the fact that the case was dismissed by the District Court, the Class Representatives and Class Counsel believe the Settlement is in the best interests of all Class Members. Additional information concerning the Settlement and these factors is available in the motion for preliminary approval of the Settlement Agreement, which may be obtained at www.HoffmanSettlement.com.

7. How will the Settlement be distributed? What will be my Share of the Settlement Fund?

Class Counsel has submitted a detailed Plan of Allocation to the Court for approval at the Fairness Hearing. The Plan of Allocation may be obtained by contacting the Settlement Administrator. It describes the manner by which the Net Settlement Amount will be distributed to Settlement Class members. The Settlement Amount will be allocated to Settlement Class Members on a pro rata basis using the ratio of each Class Member's maximum potential damages as a proportion of the total of all Class Members' maximum potential damages.

For purposes of settlement, Class Member's maximum potential damages are as follows:

1. **Group A:** Frontline and Management and Administrative Employees who did not retire under any Voluntary Separation Program.
 - a. A1 - VSL Eligible: Group A1 Class Members who were VSL eligible have damages equal to the monetary incentive under VSL. There are 2,608 Class Members in this group.

- b. A2 - VSP2 eligible but not VSL eligible: Group A2 Class Members who were VSP2 eligible but were not VSL eligible have damages equal to the monetary incentive under VSP2(b). There are 1,607 Class Members in this group.
 - c. A3 – VSP3 eligible but not VSP2 or VSL eligible: Group A3 Class Members who were VSP3 eligible but were not VSP2 or VSL eligible have damages equal to the monetary incentive under VSP3. There are 74 Class Members in this group.
 2. **Group B**: Frontline and Management and Administrative Employees who retired under VSP2.
 - a. B1 - VSL Eligible: Group B1 Class Members who retired under VSP2 and were VSL eligible have damages equal to the difference between the monetary incentive under VSL and VSP2(b). The difference will then be reduced by 20%. There are 3,976 Class Members in this group.
 3. **Group C**: Frontline and Management and Administrative Employees who retired under VSP1.
 - a. C1 – VSL eligible: Group C1 Class Members who were VSL eligible have damages equal to the monetary incentive under VSL reduced by 20%. There are 259 Class Members in this group.
 - b. C2 – VSP2 eligible but not VSL eligible: Group C2 Class Members who were not eligible for VSL but were eligible for VSP2 have damages equal to the monetary incentive under VSP2(b) reduced by 20%. There are 111 Class Members in this group.
 - c. C3 – VSP3 eligible but not VSP2 or VSL eligible: Group C3 Class Members who were VSP3 eligible but not VSP2 or VSL eligible have damages equal to the monetary incentive under VSP3 reduced by 20%. There are 6 people in this group.

The 20% reduction for Groups B and C takes into consideration that members of these groups signed releases when they elected to receive benefits under VSP1 or VSP2. Defendants have asserted, and continue to maintain, that the terms of those releases bar the claims made in the lawsuit. If Defendants' argument were to be accepted by the judge or a jury, that would preclude Groups B and C from recovering anything in the lawsuit even if Plaintiffs otherwise prevailed on their claims. Class Counsel have made a good faith determination of their chances of success in overcoming Defendants' release arguments if the release issue was to be decided by a judge or a jury at trial.

Because the Net Settlement Amount is less than the total losses alleged to be suffered in the Lawsuit, each Class Member's proportionate recovery will be less than his or her maximum potential damages. You are not responsible for calculating the amount you may be entitled to receive under the Settlement. This calculation will be done as part of the implementation of the Settlement and will be based on reasonably available data.

You and other Class Members do not need to do anything to obtain the benefits provided by the Settlement in this case. If you are a Class Member entitled to a share of the Net Settlement Fund, your share will be distributed to you by the Settlement Administrator.

8. When will I receive my payment?

Payment is conditioned on several matters, including the Court’s approval of the Settlement and that approval becoming final and no longer subject to any appeals. Upon satisfaction of various conditions, the Net Settlement Amount will be paid to each Settlement Class member pursuant to the Plan of Allocation (described above) within approximately 45 business days after final approval has been obtained for the Settlement and all appeals or appeal rights have expired. The Settlement Administrator will make Settlement payments by check to the address on file with Defendants. To update your mailing address please contact the Settlement Administrator at [REDACTED].

If there is an appeal of the final Settlement Agreement approval, resolution of that appeal could take several years. The Settlement Agreement may be terminated on several grounds, including if the Court does not approve or otherwise modifies the terms of the Settlement. If the Settlement Agreement is terminated, the Settlement will also be terminated, and the Lawsuit will proceed as if the Settlement had not been reached.

9. What rights am I giving up in the Settlement?

If the Settlement is approved, the Court will enter a judgment (referred hereinafter as “Judgment”). As described below, pursuant to the Settlement Agreement, the Settlement Class Members will dismiss their complaint and fully and finally release Defendants from any and all actual or potential claims, whether arising under local, state, or federal law, arising out of or related to United’s Early Out Program or any VSP or VSL program. The full terms of this release may be found in the Settlement Agreement available from the Settlement Administrator.

No claims or potential claims other than those related to United’s Early Out Program will be released.

10. Can I exclude myself from the Settlement?

You do not have the right to exclude yourself from the Settlement. For settlement purposes, the Lawsuit will be certified as a class action under Federal Rule of Civil Procedure 23(b)(1) or (2) (non-opt-out classes) because the Court has determined the requirements of that rule were satisfied. As a result, it is not possible for any of Class Members to exclude themselves from the Settlement. As a Class Member, you will be bound by any judgments or orders that are entered in the Lawsuit for all claims that were or could have been asserted in the Lawsuit against Defendants or are otherwise included in the release under the Settlement. Although Class Members cannot opt out of the Settlement, they can object to the Settlement and ask the Court not to approve it. See Answer to Question No. 13, below.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The law firms of Kantor & Kantor, LLP; The Civil Litigation Clinic at Chicago-Kent School of Law, Keller Rohrback L.L.P., and DeBofsky Law, Ltd. represent the Class Representatives and the Settlement Class (“Class Counsel”). You will *not* be charged directly by these lawyers for their

services. If you want to be represented by your own lawyer, you may hire one at your own expense, but you need not do so in order to participate in the Settlement.

12. How will the lawyers be paid?

Before the Fairness Hearing, Class Counsel will apply to the Court for an award of attorneys' fees and reimbursement of expenses for their work. The application for Attorneys' fees and expenses will not exceed one-third of the Gross Settlement Fund in fees plus expenses incurred by them in pursuing the Lawsuit. The written application for fees and expenses, together with the application for Incentive Awards to the Class Representative will be filed with the Court by [REDACTED], 2026, and the Court will consider this application at the Fairness Hearing. A copy of the application can be requested from the Settlement Administrator.

To date, Class Counsel have not received any payment for their services in prosecuting this Lawsuit on behalf of the Settlement Class, nor have Class Counsel been reimbursed for their out-of-pocket expenses. The attorneys' fees requested would compensate Class Counsel for their efforts in achieving the Settlement for the benefit of the Settlement Class and for their risk in undertaking this representation on a contingency basis. The Court will determine the actual amount of the award.

The requested Incentive Awards for the Class Representatives are in light of their substantial contributions to the Lawsuit, including collecting and producing documents, maintaining regular contact with Class Counsel, reviewing and approving the Complaint, and staying abreast of and participating in settlement negotiations.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court if I don't like the Settlement?

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the application for payment of Attorneys' Fees and expenses, or to the application for Incentive Awards for the Class Representative, may file an Objection in writing. All written objections and supporting papers must: (1) state all supporting bases and reasons for the objection; (2) set forth proof of the objector's membership in the Settlement Class; (3) set forth the names and a summary of testimony of any witnesses that they might want to call in connection with the Objection; (4) clearly identify any documents and other evidence of any kind that are to be presented at the Fairness Hearing in connection with their objection; (5) provide the name(s), address(es) and phone number(s) of any attorney(s) representing them; and (6) include their signature.

The addresses for filing objections with the Court and service on counsel are listed below. **Your written objection must be filed with the Court, and mailed or faxed to the counsel listed below by no later than [REDACTED], 2026:**

File with the Clerk of the Court:

Clerk of the Court
United States District Court
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604
Re: Civil Action No. 21-cv-06395

And, by the same date, serve copies of all such papers by mail, or fax to each of the following:

CLASS COUNSEL:

Susan L. Meter
Samantha Brener
Kantor & Kantor LLP
9301 Corbin Ave., Suite 1400
Northridge, CA 91324
Fax: (818) 350-6272

DEFENDANTS' COUNSEL:

Brian D. Boyle
Shannon M. Barrett
M. Tristan Morales
O'MELVENY & MYERS LLP
1625 Eye Street, N.W.
Washington, DC 20006
Fax: 202-383-5414

UNLESS OTHERWISE ORDERED BY THE COURT, ANY CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED IN THIS NOTICE MAY BE DEEMED TO HAVE WAIVED ANY OBJECTION AND MAY BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT AND THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARD TO THE CLASS REPRESENTATIVE.

THE COURT'S FAIRNESS HEARING

14. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on _____, _____, at _____ a.m., CST, at the United States District Court for the United States District Court, Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, Courtroom _____.

IF YOU DO NOT WISH TO OBJECT TO THE PROPOSED SETTLEMENT OR THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARDS TO THE CLASS REPRESENTATIVES, YOU NEED NOT ATTEND THE FAIRNESS HEARING.

At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. At or after the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for Attorneys' Fees and expenses, and for Incentive Awards to the Class Representatives. We do not know how long these decisions will take.

Questions? Visit www.HoffmanSettlement.com Or Call Toll Free (888) 808-7073 Or Email _____.

DO NOT CALL THE COURT, as Court personnel cannot answer your questions.

15. Do I have to come to the hearing?

No. At the hearing, Class Counsel will answer questions Judge Tharp may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be considered by the Court when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You may also have your own lawyer attend the Fairness Hearing at your expense, but such attendance is not mandatory.

16. May I speak at the hearing?

If you are a Class Member and you have filed a timely objection, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send the Court and Class Counsel a letter or other paper called a “Notice of Intention to Appear at Fairness Hearing in *Micheal (Susie) Hoffman, et al., v. United Airlines, Inc., et. al.*, Case No. 1:21-cv-06395 (N.D.Ill.)” Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be served on Class Counsel, c/o Susan L. Meter, Kantor & Kantor LLP, 9301 Corbin Ave., Suite 1400, Northridge, CA 91324 no later than [redacted], 2026, and must be filed with the Clerk of the Court, postmarked no later than [redacted], 2026 (at the address set forth in Item 13 above).

The Fairness Hearing may be delayed or rescheduled by the Court without further notice to the Class. If you wish to attend the Fairness Hearing, you should confirm the date and time with Class Counsel.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing and you are a Class Member, you will participate in the Settlement as described above in this Notice, and you will be subject to the release of claims described in the Settlement Agreement, if the Settlement is approved.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement through the Settlement Administrator or by making a written request to a member of Class Counsel listed above under item 12. Copies of the Settlement Agreement, as well as the motion seeking preliminary approval of the Settlement Agreement, and the Preliminary Approval Order, may also be viewed at www.HoffmanSettlement.com.

The Settlement Administrator has established a toll-free phone number, (888) 808-7073, to receive your comments and questions.

DATED: _____, 2026

By Order of the Court

Hon. John J. Tharp

Questions? Visit www.HoffmanSettlement.com Or Call Toll Free (888) 808-7073 Or Email [redacted].

DO NOT CALL THE COURT, as Court personnel cannot answer your questions.

United State District Judge
Northern District of Illinois

Questions? Visit www.HoffmanSettlement.com Or Call Toll Free (888) 808-7073 Or Email 

DO NOT CALL THE COURT, as Court personnel cannot answer your questions.

EXHIBIT 3

EXHIBIT 3 TO MOTION FOR PRELIMINARY APPROVAL

[Proposed] Plan of Allocation

The Settlement Amount will be allocated to Settlement Class Members on a pro rata basis using the ratio of the Class Member's Damages as a proportion of the total of all Class Members' Damages.

For purposes of the settlement allocation, Class Member's Damages are as follows:

1. **Group A:** Frontline and Management and Administrative Employees who did not retire under any Voluntary Separation Program.
 - a. A1 - VSL Eligible: Group A1 Class Members who were VSL eligible have damages equal to the monetary incentive under VSL. There are approximately 2,608 Class Members in this group.
 - b. A2 - VSP2 eligible but not VSL eligible: Group A2 Class Members who were VSP2 eligible but were not VSL eligible have damages equal to the monetary incentive under VSP2(b). There are approximately 1,607 Class Members in this group.
 - c. A3 - VSP3 eligible but not VSP2 or VSL eligible: Group A3 Class Members who were VSP3 eligible but were not VSP2 or VSL eligible have damages equal to the monetary incentive under VSP3. There are approximately 74 Class Members in this group.
2. **Group B:** Frontline and Management and Administrative Employees who retired under VSP2.
 - a. B1 - VSL Eligible: Group B1 Class Members who retired under VSP2 and were VSL eligible have damages equal to the difference between the monetary incentive under VSL and VSP2(b). The difference will then be reduced by 20%. There are approximately 3,976 Class Members in this group.
3. **Group C:** Frontline and Management and Administrative Employees who retired under VSP1.
 - a. C1 - VSL eligible: Group C1 Class Members who were VSL eligible have damages equal to the monetary incentive under VSL reduced by 20%. There are approximately 259 Class Members in this group.
 - b. C2 - VSP2 eligible but not VSL eligible: Group C2 Class Members who were not eligible for VSL but were eligible for VSP2 have damages equal to the monetary incentive under VSP2(b) reduced by 20%. There are approximately 111 Class Members in this group.
 - c. C3 - VSP3 eligible but not VSP2 or VSL eligible: Group C3 Class Members who were VSP3 eligible but not VSP2 or VSL eligible have damages equal to the monetary incentive under VSP3 reduced by 20%. There are approximately 6 people in this group.

The 20% reduction for Groups B and C takes into consideration that members of these groups signed releases which, depending on the outcome of the action, may have

prevented them from receiving any damages. Counsel has made a good faith determination of the chances of success in overcoming the challenges to their claims based on the releases if the release issue had been decided by the Court or by the jury at trial.

EXHIBIT 4

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHEAL (SUSIE) HOFFMAN, JUDITH DUPOUX, ON BEHALF OF THE ESTATE OF MARGARETT ROUMAIN, GREGORY FRANK, VICTOR YUSTMAN, VICTORIA FELLOWS, MARIA DEGLAUVE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER and ROBERT KEARNEY,

Plaintiffs,

v.

UNITED AIRLINES, INC., UNITED AIRLINES 36-MONTH SUPPLEMENTAL BENEFIT PLAN, UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION PROGRAM 2 (VSP2), UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION LEAVE (VSL) PROGRAM, UNITED AIRLINES CONSOLIDATED WELFARE BENEFIT PLAN, and UNITED AIRLINES RETIREE MEDICAL PROGRAM,

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharpe, Jr.

**DECLARATION OF SUSAN L. METER IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT
AGREEMENT AND CLASS NOTICE**

I, Susan L. Meter, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am a Senior Partner at the law firm Kantor & Kantor, LLP, co-counsel for Plaintiffs in this action. This declaration is made based on personal knowledge and if called as a witness I could testify competently to the facts stated herein.

2. I was admitted to the State Bar of California on May 2, 2005. I am also admitted in the Federal District Courts for the Central, Northern, Southern and Eastern Districts of California, and the Federal District of Maryland. I am also admitted to the Third, Seventh and Ninth Circuit Federal Appellate Courts.

3. I have practiced almost exclusively as an ERISA/employee benefits attorney since May 2, 2005. Prior to my admission as an attorney, and while attending law school, I was a law clerk from July 2002 through May 2005, at an ERISA law firm in San Diego that represented clients in a variety of ERISA and employee benefits matters. Prior to attending law school, from 1998 through 2001 I worked for BlackRock Financial Management in the sale of retirement plans to businesses and as an analyst reporting on the investment performance for large pension plans. I have over 20 years of practicing law and an additional 7 years working in the retirement and pension plan industry.

4. I have litigated, and continue to litigate, and resolve significant pension and benefit matters including the following:

- a. Active case: *In re AME Church Retirement Fund Litig.*, Case No. 1:22-md-03035-STA-jay (W.D. Tenn.); *Robert Cockerill v. Corteva, Inc. et al.*, Case No. 2:21-cv-03966-MMB (currently on appeal to the Third Circuit Court of Appeal, Case Nos. 25-2204 & 25-2312); *Dempsey v. Verizon Communications Inc.*, Case No. 1:24-cv-10004-AKH (S.D.N.Y.).
- b. Resolved Cases: *Wright v. Elton Corporation*, Case No. 17-286-JB (D.C. Md.); *Williams v. Wright, et al.*, Case No. 1:21-cv-02076 (D.C. Del.); *Wallace v. International Paper Corp.*, 509 F. Supp. 3d 1045 (W.D. Tenn.); *Bafford v. Administrative Committee of Northrop Grumman Pension Plan*,

101 F.4th 641 (9th Cir. 2024), Case No. SACV 20-00242JVS (C.D. Cal.); *Bafford v. Alight Solutions, LLC*, Case No. 22STCV14718 (Superior Court California); *Dutra v. Recology, Inc.*, 2021 WL 4722959 (2021), Case No. 20-cv-08716-JST (N.D. Cal.); *Flores v. Vantage Associates, Inc.*, Case No. 3:20-CV-020907 (S.D. Cal.); *Engel v. Farmers Group, Inc.*, Case No. 2:20-CV-00245 (C.D. Cal.); *Martin v. DPR Construction*, Case No. 4:19-CV-03254 (N.D. Cal.); *Allbaugh v. California Field Ironworkers Pension Trust*, Case No. 2:12-CV-00561 (D.C. Nev.); *Balsley v. Delta Star Employee Stock Ownership Plan*, Case No. 3:0—CV-02952 (N.D. Cal.); *Donaldson Bros Ready Mix, Inc. v. Phenneger & Morgan, Inc.*, Case No. 08-35912 (Ninth Circuit Court of Appeals), 9:06-CV-00138-DWM (D.C. Mont.); .

5. In addition to my practice, I am also a member of the American Bar Association and a member of the Employee Benefits Committee, a subcommittee of the ABA.

6. My firm has 18 attorneys, including myself, who specialize in employee benefits including pension, health, disability, life insurance and long-term care benefits. Attached hereto as Exhibit A is a Kantor & Kantor, LLP firm biography providing details about the firm and its experience with class action litigations.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 20th day of April, 2026, at San Diego, California.

/s/ Susan L. Meter
Susan L. Meter

EXHIBIT 5

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHEAL (SUSIE) HOFFMAN, JUDITH DUPOUX, ON BEHALF OF THE ESTATE OF MARGARETT ROUMAIN, GREGORY FRANK, VICTOR YUSTMAN, VICTORIA FELLOWS, MARIA DEGLAUVE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER and ROBERT KEARNEY,

Plaintiffs,

v.

UNITED AIRLINES, INC., UNITED AIRLINES 36-MONTH SUPPLEMENTAL BENEFIT PLAN, UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION PROGRAM 2 (VSP2), UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION LEAVE (VSL) PROGRAM, UNITED AIRLINES CONSOLIDATED WELFARE BENEFIT PLAN, and UNITED AIRLINES RETIREE MEDICAL PROGRAM,

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharpe, Jr.

**DECLARATION OF SAMANTHA BRENER IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT
AGREEMENT AND CLASS NOTICE**

I, Samantha Brener, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am an Associate Attorney at the law firm Kantor & Kantor, LLP, co-counsel for Plaintiffs in this action. This declaration is made based on personal knowledge and if called as a witness I could testify competently to the facts stated herein.

2. I graduated from the University of the Witwatersrand (B.Sc. 2008; LL.B. 2011, *cum laude*) and the University of Fordham School of Law (LL.M. 2022 *magna cum laude*). I was

admitted to the Law Society of the Northern Provinces, South Africa (South African bar) in 2015 and was admitted to the New York State bar in 2024.

3. From 2011 to 2012, I clerked for the honorable Justice Johan Froneman of the Constitutional Court of South Africa (South Africa's apex Court). I also served as a judicial extern for the Honorable Denny Chin of the United States Court of Appeals for the Second Circuit, New York, from September 2021 to December 2021.

4. From January 2013 to July 2016 I worked for a commercial law firm Cliffe Dekker Hofmeyr Inc. Between July 2016 and May 2018, I worked as a researcher in the Constitutional Litigation Unit of the Legal Resources Center. My work included research in support of litigation, drafting of pleadings, and participation in litigation strategy.

5. I was also employed by two non-profit organizations doing impact litigation in the public interest in South Africa from May 2018 through December 2020. I was employed as an attorney at SECTION27 where my role was to conduct impact litigation focused on basic rights fulfilment. I was the attorney of record in an *amicus curiae* intervention on behalf of the Applicants (Plaintiffs) in *Centre for Child Law and Others v Minister of Basic Education and Others 2020* (3) SA 141 (ECG) (12 December 2019),¹ in which the Applicants prevailed, and in so doing, ensured uninterrupted access to schooling for over a million impacted learners. I also spent much of my time working on a large impact litigation case that was successfully argued before the High Court, Limpopo Division after my departure from SECTION27.² The case won relief for over

¹ Available here: <https://www.saflii.org/za/cases/ZAECGHC/2019/126.html> (“It bears mentioning that the assistance given to this Court by the amici curiae, for which the Court is grateful, was invaluable. The input of the amici curiae has gone a long way in assisting the court to arrive at the conclusion it did” at para 133).

² See <https://section27.org.za/2021/09/high-court-declares-sanitation-in-schools-a-national-emergency/>

1600 public schools that had only pit latrines for use by students. The ordered relief required the government department to craft a comprehensive plan to urgently eliminate the fatally unsafe toilets at schools, and install safe and dignified sanitation facilities.

6. Prior to being admitted to the State Bar of New York, I worked for Edward Stone Law PC from March 2022 to December 2024. During that time I litigated various cases often around the sale of structured settlement payment rights, including drafting the majority of the successful appeal brief in *In re Jones*, 2023 PA Super 204, 305 A.3d 28 (2023).

7. After being admitted to practice in the State of New York, I spent a substantial part of 2024 working as part of Plaintiffs' legal team in the class action case *Robert Cockerill v. Corteva, Inc. et al.*, Case No. 2:21-cv-03966-MMB (currently on appeal to the Third Circuit Court of Appeal, Case Nos. 25-2204 & 25-2312) including as part of the trial team in June and September 2024.

8. I joined Kantor & Kantor in February 2025 where I continue to litigate the *Cockerill v. Corteva* class action (through remedies implementation and simultaneous appeal to the Third Circuit). I have also worked on several purported class action cases including: *In re AME Church Retirement Fund Litig.*, Case No. 1:22-md-03035-STA-jay (W.D. Tenn.), *Dempsey v. Verizon Communications Inc.*, Case No. 1:24-cv-10004-AKH (S.D.N.Y.), *Bafford v. Administrative Committee of Northrop Grumman Pension Plan*, Case No. SACV 20-00242JVS (C.D. Cal.), and *Bafford v. Alight Solutions, LLC*, Case No. 22STCV14718 (Superior Court California).

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 20th day of April, 2026, at Brooklyn, NY.

/s/ Samantha Brener
Samantha Brener

EXHIBIT 6

**NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHEAL (SUSIE) HOFFMAN, JUDITH DEPOUX, ON BEHALF OF THE ESTATE OF MARGARETT ROUMAIN, GREGORY FRANK, VICTOR YUSTMAN, VICTORIA FELLOWS, MARIA DEGLAUVE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER and ROBERT KEARNEY,

Plaintiffs,

v.

UNITED AIRLINES, INC., UNITED AIRLINES 36-MONTH SUPPLEMENTAL BENEFIT PLAN, UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION PROGRAM 2 (VSP2), UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION LEAVE (VSL) PROGRAM, UNITED AIRLINES CONSOLIDATED WELFARE BENEFIT PLAN, and UNITED AIRLINES RETIREE MEDICAL PROGRAM,

Defendants.

Consolidated
Civil Action No. 21-cv-06395

The Honorable John J. Tharpe, Jr.

**DECLARATION OF MARK D. DeBOFSKY IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT
AGREEMENT AND CLASS NOTICE**

I, Mark D. DeBofsky, declare as follows:

1. I am an attorney licensed to practice law since 1980 by the Supreme Court of Illinois, and since 2005 by the Supreme Court of Hawaii. I have also been admitted to practice before the United States Supreme Court, the United States Courts of Appeals for the Second, Third, Seventh, Eighth, Ninth, Eleventh, and Federal Circuits, and by various district courts around the country.

2. I am a resident of the State of Illinois. I practice primarily in federal court in Illinois, although I also regularly handle cases in federal courts throughout the United States.

3. I have litigated hundreds of cases on a national basis involving employee benefit disputes (ERISA). Some of the more significant court rulings I have obtained in ERISA cases include the following:

- *Lacko v. United of Omaha Life Ins. Co.*, 926 F.3d 432 (7th Cir. 2019). ERISA Claim – long-term disability insurance case brought under ERISA. The Court of Appeals overturned the district court’s finding for the insurer and awarded benefits to the beneficiary, rejecting the defendant’s claim that the plaintiff was not disabled.
- *Stevens v. Santander Holdings USA, Inc.*, 799 F.3d 290 (3d Cir. 2015) – disability benefit case brought under ERISA. The defendant appealed following the issuance of a remand order by the district court. On plaintiff’s motion, the appeal was dismissed for lack of appellate jurisdiction.
- *Fontaine v. Metro. Life Insur. Co.*, 800 F.3d 883 (7th Cir. 2015) – ERISA claim – The Court of Appeals rejected a preemption challenge to an Illinois Department of Insurance regulation banning discretionary clauses in health and disability insurance policies that would trigger a deferential standard of judicial review.
- *Raybourne v. CIGNA Life Ins. Co. of N.Y.*, 700 F.3d 1076 (7th Cir. 2012). ERISA Claim - Court of Appeals upheld district court ruling finding insurer improperly terminated disability benefits – The court found the Social Security disability benefit determination was not properly taken into consideration by the insurer, that the insurer was motivated by a financial conflict of interest, and that the insurer’s reliance on an independent medical examination was misplaced. The court also upheld an award of attorneys’ fees to Raybourne’s counsel.
- *Stephan v. Unum Life Ins. Co. of America*, 697 F.3d 917 (9th Cir. 2012). ERISA Claim – The Court of Appeals overturned district judgment in favor of insurer – The court found Unum’s interpretation of the term “earnings” was arbitrary and capricious; the court also accepted Stephan’s argument that the fiduciary exception to attorney-client privilege permitted discovery of communications between claim analyst and in-house counsel during course of claim administration.
- *Holmstrom v. Metropolitan Life Ins. Co.*, 615 F.3d 758 (7th Cir. 2010). ERISA Claim – The Court of Appeals overturned district court denial of disability

insurance benefits recognizing significance of pain in disability assessment and criticizing insurer for presenting claimant with “moving target” as to what evidence to submit.

- *Diaz v. Prudential Insur. Co. of America*, 499 F.3d 640 (7th Cir. 2007) and 422 F.3d 635 (7th Cir. 2005). ERISA claim – The Court of Appeals overturned district court rulings for insurer finding that court should not have given deference to insurer’s findings. Court overturned two prior rulings and set precedent regarding standard of review applicable to ERISA claims and method of adjudicating ERISA claims.
- *Seitz v. Metropolitan Life Insur. Co.*, 433 F.3d 647 (8th Cir. 2006). ERISA claim – Court of Appeals overturned district court ruling for insurer and ruled that even if claimant can perform some job duties, he qualifies for disability benefits if he cannot perform all job duties.
- *Herzberger v. Standard Insurance Company*, 205 F.3d 327 (7th Cir. 2000). ERISA claim—court overturned prior precedent to issue sweeping ruling modifying standard of review applicable in employee benefit cases.

4. In addition to my full-time practice, I have co-authored book chapters on aspects of ERISA law and have also published numerous law review and other articles in professional publications relating to ERISA law, as well as serving as a regular columnist for the *Chicago Daily Law Bulletin* since 2003 and *Law360* since 2020. I previously served for many years as a senior editor for *Employee Benefits Law* (BNA Bloomberg) and have authored other BNA Bloomberg publications. I have also been a frequent speaker at seminars throughout the United States on ERISA-related issues sponsored by national organizations such as the American Bar Association and American Association for Justice, as well as local and regional bar organizations. From 2007 to 2010, I served as the Plaintiff’s co-chair of the Employee Benefits Committee of the Labor and Employment Law section of the ABA. I also served from 2000-2020 as an adjunct professor at the University of Illinois-Chicago School of Law teaching a class in

Employee Benefits Litigation. Finally, in 2023, I was appointed to serve a three year term on the U.S. Department of Labor's ERISA Advisory Council.

5. My complete curriculum vitae is available at www.debofsky.com.

Pursuant to 28 U.S.C. §1746, the undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed this 20th day of April, 2026

/s/ Mark D. DeBofsky
Mark D. DeBofsky

EXHIBIT 7

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHEAL (SUSIE) HOFFMAN, JUDITH DUPOUX, ON BEHALF OF THE ESTATE OF MARGARETT ROUMAIN, GREGORY FRANK, VICTOR YUSTMAN, VICTORIA FELLOWS, MARIA DEGLAUE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER and ROBERT KEARNEY,

Plaintiffs,

v.

UNITED AIRLINES, INC., UNITED AIRLINES 36-MONTH SUPPLEMENTAL BENEFIT PLAN, UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION PROGRAM 2 (VSP2), UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION LEAVE (VSL) PROGRAM, UNITED AIRLINES CONSOLIDATED WELFARE BENEFIT PLAN, and UNITED AIRLINES RETIREE MEDICAL PROGRAM,

Defendants.

Consolidated
Civil Action No. 21-cv-06395

The Honorable John J. Tharpe, Jr.

DECLARATION OF JAMIE S. FRANKLIN

I, Jamie S. Franklin, declare that I have personal knowledge of the matters set forth in this Declaration and state as follows.

1. I am submitting this Declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement reached between the parties to this lawsuit. I believe the settlement, payments to class members and Named Plaintiffs, and attorneys' fees and costs sought are fair, reasonable, and that the settlement should be preliminarily approved.

2. A summary of my background and qualifications follows.

3. Since August 2020, I have served as the Supervising Attorney of the Civil Litigation Clinic at Chicago-Kent College of Law, where I am also an Associate Clinical Professor of Law. I oversee all aspects of a full-time civil litigation practice and teach civil litigation topics to law students. My practice areas include class actions, employment discrimination, wage and hour law, *qui tam* litigation, ERISA litigation, other complex federal and state litigation, and appeals. Additionally, I teach both practice-oriented and doctrinal classes at Chicago-Kent College of Law, including a course on Class Actions.

4. From 2011 to 2020, I was the owner and principal of the Franklin Law Firm LLC in Chicago, IL. There, I handled all aspects of the firm's practice. I performed all pretrial and trial work, including case investigation and development, motion practice, depositions, document discovery, expert witness discovery, mediations, arbitrations, trials, and appeals. The firm represented plaintiffs in nationwide class actions, multi-party litigation, and individual matters in federal and state courts and arbitration forums, focusing on employment discrimination, wage and hour law, workplace benefits, whistleblower litigation, consumer rights, and other complex matter.

5. Prior to establishing my own firm, I was a partner (2008-2010) and associate (1999-2007) at the law firm of Meites, Mulder, Mollica & Glink (no longer extant). There, my practice areas included class actions, complex federal and state litigation, employment discrimination, employee benefits, oil and gas royalties, torts, and general business litigation. I conducted all aspects of pretrial, trial, and appellate work.

6. From 1997 to 1999, I worked as an associate at the law firm of Edelman, Combs, Lattuner & Goodwin. My practice focused on federal and state consumer protection litigation, and I handled a large caseload of consumer class actions and appellate cases.

7. I received a J.D. from the University of Chicago Law School in 1997 and a Bachelor of Arts in Cultural Anthropology and Art History from Duke University in 1992.

8. I am licensed to practice in the state of Illinois and am a member of several District and Circuit Court bars. I am also a member of the Federal Trial Bar. I belong to several professional associations, including the Illinois State Bar Association, the Chicago Bar Association, the Federal Bar Association, and the National Employment Lawyers' Association. I am a member of the Executive Board of NELA. At Chicago-Kent, I am a member of the University Faculty Council and the Finance Committee.

9. I have many years of class action experience. I have litigated a variety of class actions and multi-plaintiff lawsuits in state and federal court, including the following representative cases:

- *Thomas v. Interactive Brokers*, No. 23-cv-15905 (N.D. Ill.) – co-lead counsel in an FLSA collective action representing customer service agents who were improperly classified as exempt and were not paid overtime as required by law. Collective action was certified and settled on behalf of the collective.
- *Williams v. Bar Louie Matteson*, No. 21-cv-04043 (N.D.Ill.) – lead counsel in FLSA and IMWL class and collective action against restaurant in which managers unlawfully participated in tip pools. Collective action was certified and case is pending.
- *Dietrich v. C.H. Robinson Worldwide, Inc.*, No. 18-cv-04871 (N.D.Ill.) – co-lead counsel in FLSA and IMWL collective and class action representing employees who were misclassified as exempt and were not paid overtime as required by law. Class and collective actions were certified and case was settled on behalf of the class.
- *Porter, et al. v. Pipefitters Association Local Union 597*, No. 12-cv-9844 (N.D.Ill.) – co-lead counsel in class action representing African American members of Local 597 who allege they were denied jobs and other benefits of employment on account of their race. Class was certified, and the case was settled on behalf of the class.

- *Washington v. Silverleaf Resorts, Inc.*, No. 14-cv-03772 (N.D.Ill.) – co-lead counsel in FLSA and IWPCA collective and class action representing approximately 800 employees who alleged they were not paid for all hours worked. Case settled on behalf of nationwide and Illinois classes.
- *McInnis v. Ecolab, et al.*, No. 11-cv-02196 (D. Minn.) – lead counsel in FLSA class action representing hundreds of individuals who alleged that they were misclassified as independent contractors and denied overtime pay. Case settled on behalf of nationwide class.
- *Mattson, et al. v. Montana Power Company, et al.*, No. DV-99-548A (Montana 11th Judicial District Court, Flathead Co.) – co-lead counsel in class action representing property owners on Flathead Lake and the Flathead River in Montana who allege that a power company’s operation of a dam has damaged their properties. Class was certified and case settled on behalf of a class of thousands of landowners.
- *Nauman, et al. v. Abbott Laboratories and Hospira, Inc.*, No. 04-cv-7199 (N. D. Ill.) and No. 10-2272 (7th Cir.) – co-lead counsel in ERISA class action representing 13,000 class members who alleged that Abbott had illegally denied them retirement benefits after spinning them off to a new company, Hospira. Class was certified and case was tried.
- *Montana Land and Mineral Owners’ Association, Inc., et al. v. Devon Energy Corp., et al.*, No. CV-05-30-H-DWM (D. Mont.) – co-lead counsel in class action under Montana state law for failure to pay proper royalties to landowners. Case settled on behalf of a class of landowners.
- *Rogers v. Baxter International, Inc.*, No. 04 C 6476 (N. D. Ill.) and No. 10-2273 (7th Cir.) – co-counsel in ERISA class action on behalf of thousands of 401(k) participants.
- *Ngo, et al. v. Amoco*, No. 98 L 12383 (consolidated cases) (Circuit Court of Cook Co.) – co-lead counsel in multi-plaintiff lawsuit alleging that working conditions at Amoco Research Center in Naperville, IL were unsafe and resulted in cancer cluster. Achieved settlement of all plaintiffs’ claims.
- *Cremin, et al. v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, No. 96 C 3773 (N. D. Ill.) – after the case settled on a classwide basis with a mediation and arbitration process, handled all Los Angeles-area class members’ claims and settled each claim.

10. I have also tried the following cases in federal court, serving as co-lead counsel in each: *Artunduaga v. University of Chicago Medical Center*, No. 12-cv-8733 (N.D.Ill.); *Toomey v. Car-X*, 12-cv-4017 (N.D.Ill.); *Nauman, et al. v. Abbott Laboratories and Hospira, Inc.*, No. 04-cv-7199 (N. D. Ill.); *Lane v. U.S. Bancorp Piper Jaffray, Inc.*, No. 2:01cv00925 (E. D. Wisc.); and *McGee v. Illinois Department of Transportation, et al.*, No. 02-C-0277 (N. D. Ill.).

I declare under penalty of perjury, pursuant to 735 ILCS 5/1-109 and 28 U.S.C. §1746, that all the statements in this Declaration are true and accurate to the best of my knowledge.

Executive this 20th day of April, 2026.

/s/ Jamie S. Franklin

Jamie S. Franklin

EXHIBIT 8

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MICHEAL (SUSIE) HOFFMAN, JUDITH DUPOUX, ON BEHALF OF THE ESTATE OF MARGARETT ROUMAIN, GREGORY FRANK, VICTOR YUSTMAN, VICTORIA FELLOWS, MARIA DEGLAUVE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER, AND ROBERT KEARNEY,

Plaintiffs,

v.

UNITED AIRLINES, INC., UNITED AIRLINES 36-MONTH SUPPLEMENTAL BENEFIT PLAN, UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION PROGRAM 2 (VSP2), UNITED AIRLINES FRONTLINE VOLUNTARY SEPARATION LEAVE (VSL) PROGRAM, UNITED AIRLINES CONSOLIDATED WELFARE BENEFIT PLAN, AND UNITED AIRLINES RETIREE MEDICAL PROGRAM,

Defendants.

Consolidated

Civil Action No. 1:21-cv-06395

Honorable John J. Tharp, Jr.

**DECLARATION OF JEFFREY LEWIS IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT
AGREEMENT AND CLASS NOTICE**

I, Jeffrey Lewis, declare under the penalty of perjury as follows:

1. I am a member in good standing of the State Bar of California and a partner at Keller Rohrback, L.L.P. I was a founding partner of Lewis, Feinberg, Lee & Jackson, P.C., one of the first firms in the nation to specialize in ERISA litigation on behalf of plaintiffs, which it did for thirty-two (32) years through October 31, 2015. Since then, I have continued to specialize in such litigation and other ERISA-related matters as a partner at Keller Rohrback, LLP. I make this

declaration of my personal knowledge, and if called as a witness, I could and would testify competently to the facts stated herein.

2. I graduated from Yale University in 1970 with a B.A. degree, and from the University of California Berkeley School of Law (formerly known as Boalt Hall) in 1975 with a J.D. degree. I was admitted to practice in California in December 1975. In addition to my California State Bar membership, I am admitted to practice before the U.S. District Courts for the Northern District of California, Eastern District of California, Central District of California, and Southern District of California, as well as the Second, Third, Fourth, Fifth, Ninth, and Tenth Circuit Courts of Appeal and the U.S. Supreme Court.

3. Since 1975, I have specialized in pension and employee benefit litigation and consultation under the Employee Retirement Income Security Act (“ERISA”). Initially, I did so as an attorney at the Senior Citizens’ Law Center, a legal services program specializing in the legal problems of the elderly, and, since 1978, I have done so in private practice. I have done this work for individuals, law firms, groups of plan participants, and employee benefit plans in many states, including, but not limited to, California, Oregon, Washington, Utah, North Carolina, Kentucky, Illinois, Texas, New York, West Virginia, Delaware, Connecticut, Massachusetts, and Georgia. My legal work in the pension and employee benefit plan area has included the litigation of a broad spectrum of employee benefit and ERISA issues.

4. From 1998 to 2001, I served as the Plaintiff’s Co-Chair of the American Bar Association's Employee Benefits Committee of the Labor and Employment Section.

5. I served as one of the Co-Chairs of the Board of Senior Editors for the Third and Fourth editions of Lewis, et al., Employee Benefits Law (BNA), a publication of the ABA, and served before then and subsequently as a Senior Editor. As Co-Chair I was essentially co-editor-

in chief. As a Senior Editor, I had joint responsibility for the content of the book, including the Second, Third, and Fourth Editions.

6. In addition to maintaining a full-time practice as described above, I lectured and taught on the subject of pension and employee benefits law for more than 35 years, most recently as a lecturer at UC Berkeley School of Law, where I taught a course in Employee Benefits Law.

7. I have also served as an adjunct professor at University of California College of the Law, San Francisco (then known as Hastings College of Law), where I taught a course entitled “Pension and Employee Benefit Law” in 1997, 1998, and 1999. I previously taught courses on employee benefit law and ERISA at the University of San Francisco School of Law and Golden Gate University Law School. In addition, I have lectured and given training programs in pension law throughout California and the United States. For many years, I was a regular speaker at the American Bar Association’s Annual “ERISA Litigation: Tactics and Strategy” seminars, where I spoke on a broad range of ERISA topics, including fiduciary responsibilities. I spoke on one or more panels at the Annual Meeting of the American Bar Association in at least five different years. In the past, I have served as co-chair of the Fiduciary Responsibility Subcommittee of the American Bar Association Labor and Employment Section’s Employee Benefits Committee and as co-chair of the Pension Committee of the National Employment Lawyers’ Association. I am Chair of the Board of Trustees of the AC Transit Retirement Board, a Member of the Plan Committee of the Goodyear Retiree Health Care Trust, and a charter fellow of the American College of Employee Benefits Counsel.

8. In 2022, I was appointed to a three-year term as a member of the Advisory Council to the U.S. Secretary of Labor on Employee Welfare and Pension Benefit Plans (“ERISA Advisory Council”). I completed that term at the end of 2024.

9. For many years, I have been a mediator on the Northern District of California's panel. I also serve privately as a mediator and have mediated cases involving a variety of ERISA claims.

10. I and my present and former firms have served as counsel in numerous ERISA individual and class actions and in reported ERISA and employee benefits cases in many different federal courts throughout the United States. The following is a small, but representative sample of the reported cases in which I have had personal involvement: *In re Worldcom, Inc. ERISA Litigation*, 263 F.Supp.2d 745 (S.D.N.Y. 2003); *Tatum v. R.J. Reynolds Tobacco Co.*, 392 F.3d 636 (4th Cir. 2004) and 761 F.3d 346 (4th Cir. 2014); *Dobson v. Hartford Financial Services Group, Inc.*, 389 F. 3d 386 (2d Cir. 2004); *Canseco v. Construction Laborers Pension Trust*, 93 F.3d 600 (9th Cir. 1996); *Sonoma County Ass'n of Retired Employees v. Sonoma County*, 708 F.3d 1109 (9th Cir. 2013); *Trotter v. Perdue Farms, Inc.*, 168 F. Supp. 2d 277 (D. Del. 2001); *Vivien v. Worldcom, Inc.*, 2002 WL 31640557 (N.D. Cal. July 26, 2002); *Patel v. Sugan, Inc.*, 354 F. Supp. 2d 1098 (N.D. Cal. 2005); and *Mertens v. Kaiser Steel Retirement Plan*, 829 F. Supp. 1158 (N.D. Cal. 1992). I was recognized as "a nationally recognized expert in prosecuting complex ERISA litigation" in *Cooper v. IBM Personal Pension Plan*, 2005 WL 1981501, *4 (S.D. Ill. Aug. 16, 2005), *rev'd on other grounds*, 457 F.3d 636 (7th Cir. 2006).

11. I also have served as co-counsel with the City Counsel of San Francisco and Seattle in successfully defending ERISA preemption challenges to ordinances providing health care benefits. See *Golden Gate Restaurant Ass'n v. City and County of San Francisco*, 546 F.3d 639 (2008), and *ERISA Industry Committee v. City of Seattle*, 840 F. App'x 248 (9th Cir. 2021).

12. For my work in the area of ERISA litigation, I have received the following honors and awards: Super Lawyers List, Super Lawyers magazine, 2005-2025; Top 100 Lawyers in

Northern California, Super Lawyers magazine, 2010-2016; Top Attorney for ERISA Plaintiffs in the San Francisco Bay Area, *The Recorder*; Forty Top Benefits Attorneys, The National Law Journal, 1998. The foregoing is true and correct to the best of my knowledge and belief.

Executed on April 20, 2026 at Oakland, California.

/s/ Jeffrey Lewis
Jeffrey Lewis

EXHIBIT 9



O'Melveny & Myers LLP
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Washington, DC 20006

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File Number: 011140-00071

Tristan Morales
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tmorales@omm.com

Re: *Micheal (Susie) Hoffman, et al., v. United Airlines, Inc., et al.*
Civil Action No. 21-cv-06395
Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. §1715

Pursuant to the Class Action Fairness Act of 2005 ("CAFA"), Defendants United Airlines, et al, Inc. provide notice of a proposed class action settlement in the above class action pending in the United States District Court for the Northern District of Illinois (the "Action").

In this Action, the parties filed an Unopposed Motion for Preliminary Approval of Class Action Settlement, including the parties' Class Action Settlement Agreement, on [REDACTED], 2026. [The Court has not yet set a deadline for filing objections to the parties' Motion/The Court has set a deadline of [REDACTED], 2026 for filing objections to the parties' Motion]. [The Court has also not yet set a date for the final fairness hearing with respect to the parties' settlement/The Court has scheduled a fairness hearing for [REDACTED], 2026 with respect to the parties' settlement].

In conjunction with this notice, please find a copy of the following documents on the enclosed flash drive:

1. Plaintiff Hoffman's Complaint (November 30, 2021);
2. Plaintiff Yustman, et al.'s Complaint (December 6, 2021);
3. Plaintiff Louck, et al.'s Complaint (March 10, 2022);
4. Plaintiff Hoffman, et al.'s Amended Class Action Complaint (March 7, 2022);
5. Plaintiffs' Consolidated Amended Class Action Complaint (May 10, 2022)
6. Plaintiffs' Second Amended Class Action Complaint (July 5, 2022);
7. The Court's grant of Defendants' Motion to Dismiss the Second Amended Class Action Complaint (May 15, 2025);
8. The Parties' Joint Motion for Preliminary Approval of Settlement Agreement and Class Notice and Plaintiffs' Memorandum of Law In Support of the Motion ([REDACTED], 2026), which includes:
 - Class Action Settlement Agreement;
 - Proposed Class Notice;
 - Proposed Plan for Allocation of Funds to Class Members;
 - Declarations of Class Counsel; and
 - Draft Preliminary Approval Order
9. A list of class members whose residential street address is in your jurisdiction, along with an estimate of the proportionate share of claims that are from your jurisdiction (with each class member representing one share).



Pursuant to CAFA, you are not required to comment on the settlement. If you wish to comment, however, you must do so within 90 days of being served with this notice. See 28 U.S.C. §1715(d). Of course, you are welcome to contact the undersigned counsel at any time with any questions you may have.

Respectfully submitted,

/s/ _____

Tristan Morales