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

The Honorable John J. Tharp, Jr.

DECLARATION OF SUSAN L. METER IN SUPPORT OF THE PARTIES' JOINT MOTION FOR FINAL APPROVAL OF SETTLEMENT AGREEMENT

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

INTRODUCTION

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 am a member in good standing of the California State Bar and admitted *pro hac vice* to this Court.

3. On May 14, 2026, the Court granted preliminary approval of an agreed settlement between Plaintiffs and Defendants. ECF. No. 123.

4. Pursuant to the Court's preliminary approval order, the parties are submitting a Joint Motion for Final Approval of Settlement Agreement.

5. I am submitting this declaration in support of the Parties' Joint Motion for Final Approval of Settlement Agreement.

QUALIFICATIONS OF CLASS COUNSEL

6. Class Counsel have decades of experience in ERISA and class action litigation which they brought to this action, including in negotiating the settlement with the United defendants. Each of the Class Counsel is submitting a declaration in support of this Motion for Final Approval of Settlement. These include: Exhibit A: Declaration of Jamie Franklin (Civil Litigation Clinic at Chicago-Kent College of Law); Exhibit B: Declaration of Jeffrey Lewis (Keller Rohrback L.L.P.) with Exhibits 1 and 2 thereto; and Exhibit C: Declaration of Mark DeBofsky (DeBofsky Law, Ltd.).

RELEVANT EXPERIENCE

7. 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.

8. 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 experience practicing law and an additional 7 years working in the retirement and pension plan industry.

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

a. Active cases: *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 Appeals, Case Nos. 25-2204 & 25-2312)

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. 3:09-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.).

10. In addition to my practice, I am also a member of the American Bar Association ("ABA") and a member of the Employee Benefits Committee, a subcommittee of the Labor and Employment Section of the ABA.

11. My firm has 17 attorneys, including myself, who specialize in employee benefits including pension, health, disability, life insurance and long-term care benefits, including class actions. Attached hereto as Exhibit D is a Kantor & Kantor, LLP firm biography providing details about the firm and its experience with class action litigations.

12. The Settlement Agreement under consideration in this Motion is attached hereto as Exhibit E.

13. The Plan of Allocation of settlement amounts to class members is attached hereto as Exhibit F.

COMPLIANCE WITH TERMS OF THE PRELIMINARY APPROVAL ORDER

14. Following the preliminary approval of the Settlement Agreement, the Class Notice was sent by the Settlement Administrator via both email and if a current valid email address was unavailable, by first class U.S. Mail. For undeliverable emailed notices, the Settlement Administrator promptly resent the Class Notice to the Class Member by U.S. Mail. *See* Exhibit G ¶ 3(a), (b) attached hereto (letter of confirmation provided by Settlement Administrator).

15. In total, the Settlement Administrator made 9,386 distributions of the class notice – 6,592 emailed copies of the Class Notice were sent, and a further 2,794 copies of the class notice were distributed by first class U.S. Mail. *See* Exhibit G ¶ 3(c).

16. The Settlement Administrator also set up a dedicated website for publicly available information about the settlement, including posting the Class Notice. The website is available at https://hoffmansettlement.com/. To date it has received over 1,371 visitors. *See* Exhibit G ¶ 3(d).

17. The CAFA Notice was successfully mailed on or around April 30, 2026. *See* Exhibit G ¶ 3(e).

18. The Settlement Amount has been deposited into an escrow account. See Exhibit G ¶ 3(f).

19. To date, no objections to the settlement have been received by Class Counsel.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 22, 2026

/s/ Susan L. Meter
Susan L. Meter
Kantor & Kantor, LLP
9301 Corbin Ave., Suite 1400
Northridge, CA 91324
818-886-2525 (Phone)
818-350-6272 (Fax)
smeter@kantorlaw.net

CERTIFICATE OF SERVICE

The undersigned certifies that on July 22, 2026, pursuant to Fed. R. Civ. P. 5 and LR 5.5, a true and correct copy of the foregoing **DECLARATION OF SUSAN L. METER IN SUPPORT OF THE PARTIES' JOINT MOTION FOR FINAL APPROVAL OF SETTLEMENT AGREEMENT** was filed with the Clerk of Court using the CM/ECF System, which will send notification of such filing to the attorneys of record at the email addresses on file with the Court.

/s/ Susan L. Meter
Susan L. Meter

Counsel for Plaintiffs

EXHIBIT A

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

The Honorable John J. Tharp, Jr.

DECLARATION OF JAMIE FRANKLIN IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF SETTLEMENT AGREEMENT

I, Jamie Franklin, declare under penalty of perjury:

INTRODUCTION

1. I am a Supervising Attorney of the Civil Litigation Clinic at Chicago-Kent College of Law, an Associate Clinical Professor of Law, and co-counsel for Plaintiffs in this action.

2. This declaration is made based on personal knowledge and if called as a witness I could testify competently to the facts stated herein.

3. I am submitting this declaration in support of Plaintiff's Motion for Attorney's Fees, Litigation Expenses, Partial Administration Expenses and Service Awards.

4. A summary of my background and qualifications follows.

RELEVANT EXPERIENCE

5. 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 and employment law 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 that I developed last semester on Class Actions.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. 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 the case is settled.

- *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-cv-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-2383 (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-cv-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.

12. I have also tried the following cases in federal court, serving as lead counsel or co-lead counsel in each: *Robakidze v. Wild Investments,* No. 24-cv-00072 (N.D.Ill.), *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, I*nc., No. 2:01cv00925 (E. D. Wisc.); and *McGee v. Illinois Department of Transportation, et al*., No. 02-C-0277 (N. D. Ill.).

DETAILS OF CONTRIBUTORS AND EXPENSES

13. I have supervised all staff, students, and attorneys at the Civil Litigation Clinic at Chicago-Kent College of Law who have participated in this matter. The following is a breakdown of each person who participated in this litigation:

14. I, Jamie Franklin, performed the primary work on this case. I supervised the following law students, who performed research, document review and indexing, class member interviews, and other work on this matter: Kaitlyn Grueter, Elizabeth Horwitz, Jon Walz, and Megan Janowiak (2021); Devin Ross and Gevorg Yeghiazaryan (2022); Satenik Shahbazyan, Eleanor Riordan, and Sofia Villeda (2023); Rachel Eun, Cierra Potter, Danielle St. Amand, Ihor Khudo, Madalynn Mershon, and Marshan Allen (2024); and Brian Devall and Perry Strickland (2025).

15. Named Plaintiff Micheal "Susie" Hoffman retained me to represent her in March 2021. Our retainer agreement is based on a 1/3 contingency fee. Through me, she corresponded extensively with United's attorneys to exhaust her administrative remedies between March and June 2021. She filed the first complaint in this matter in November 2021. She worked closely with me to collect all relevant documents, retrieve electronic correspondence, review discovery materials and pleadings, and maintain consistent communication throughout the case. Ms. Hoffman assisted in preparing for settlement negotiations and attended the first mediation.

16. Named Plaintiff Gregory Frank retained me to represent him in the spring of 2022. Our retainer agreement is based on a 1/3 contingency fee. He joined Ms. Hoffman and Ms. Roumain to file the First Amended Complaint in this matter in March 2022. He was consistently

available to collect all relevant documents, retrieve electronic correspondence, review discovery materials and pleadings, prepare for settlement negotiations, and maintain consistent communication throughout the case.

17. Named Plaintiff Margarett Roumain retained me to represent her in the spring of 2022. Our retainer agreement is based on a 1/3 contingency fee. She joined Ms. Hoffman and Mr. Frank to file the First Amended Complaint in this matter in March 2022. She was consistently available to collect all relevant documents, retrieve electronic correspondence, review discovery materials and pleadings, prepare for settlement negotiations, and maintain consistent communication throughout the case. Sadly, Ms. Roumain passed away on August 29, 2023. Her estate continues as a plaintiff in this matter, through her sister and personal representative, Judith Dupoux. Ms. Dupoux has maintained consistent communication since taking over her role in this matter.

18. The Civil Litigation Clinic at Chicago-Kent College of Law incurred total out-of-pocket expenses of $405 while pursuing this matter.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: July 17, 2026

____

Jamie S. Franklin

EXHIBIT B

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 The Honorable John J. Tharp, Jr.

DECLARATION OF JEFFREY LEWIS IN SUPPORT OF THE PARTIES' JOINT MOTION FOR FINAL APPROVAL OF SETTLEMENT AGREEMENT

I, Jeffrey Lewis, declare under penalty of perjury:

INTRODUCTION

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 L.L.P.

2. I am also co-counsel for Plaintiffs in this action.

3. This declaration is made based on personal knowledge and if called as a witness I could testify competently to the facts stated herein.

4. I am submitting this declaration in support of Parties' Joint Motion for Final Approval of Settlement Agreement.

RELEVANT EXPERIENCE

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.[1] The following is a small, but representative sample of the reported cases in which I have had personal involvement: *Dolins v. Continental Casualty Company*, 2017 WL 3581143 (N.D. Ill. Aug. 18, 2017); *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. Sugen, Inc.*, 354 F. Supp. 2d 1098 (N.D. Cal. 2005); and *Mertens v. Kaiser Steel Retirement Plan*, 829 F. Supp. 1158 (N.D. Cal.

[1] *See* Exhibit 1 (ERISA resume for Keller Rohrback L.L.P.).

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).

14. 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).

15. 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.

DETAILS OF CONTRIBUTORS AND EXPENSES

16. I have supervised all staff and attorneys at Keller Rohrback L.L.P. who have participated in this matter, including the following: Partners Lynn L. Sarko, David S. Preminger (retired), and Eric Fierro; Of Counsel Erin Riley; Associate Chris N. Ryder; Paralegals Jennifer Tuato'o, A.J. de Vries, Jennifer Hill, Aubrey A. Rodgers, Joel Garrido, and Alex Chan (former); Legal Assistant/Paralegals Cathy Hopkins, Debra Lynn Wilcher, and Harriet Suits Baer.

17. Named Plaintiff Donna Loucks retained Class Counsel. Our retainer agreement provides for a contingency fee for up to as much as 33-1/3% to 40%. She participated in phone calls with Class Counsel to help develop the factual information that was used in the Complaints. She also provided Class Counsel with documents in her possession related to the 2017 Early Out Promise and the VSP2. She worked closely with Class Counsel to collect all relevant documents,

retrieved electronic correspondence, reviewed and responded to discovery requests, reviewed pleadings, and maintained consistent communication with Class Counsel throughout the Action. Ms. Loucks assisted in preparing for settlement negotiations, attended the mediations that took place in July 2023 and in 2025, and reviewed and discussed with Class Counsel the draft and final terms of the Settlement Term Sheet executed on October 3, 2025.

18. Named Plaintiff Roxann Merlini retained Class Counsel. Our retainer agreement provides for a contingency fee for up to as much as 33-1/3% to 40%. She participated in phone calls with Class Counsel to help develop the factual information that was used in the Complaint. She also provided Class Counsel with documents in her possession related to the 2017 Early Out Promise and the VSP1. She worked closely with Class Counsel to collect all relevant documents, reviewed and responded to discovery requests, reviewed pleadings, and maintained consistent communication with Class Counsel throughout the Action. Ms. Merlini assisted in preparing for settlement negotiations, attended the mediations that took place in July 2023 and in 2025, and reviewed and discussed with Class Counsel the draft and final terms of the Settlement Term Sheet executed on October 3, 2025.

19. Named Plaintiff Jo Gawler retained Class Counsel. Our retainer agreement provides for a contingency fee for up to as much as 33-1/3% to 40%. She participated in phone calls with Class Counsel to help develop the factual information that was used in the Complaint. She also provided Class Counsel with documents in her possession related to the 2017 Early Out Promise and the VSP2. She worked closely with Class Counsel to collect all relevant documents, reviewed and responded to discovery requests, reviewed pleadings, and maintained consistent communication with Class Counsel throughout the Action. Ms. Gawler assisted in preparing for settlement negotiations, attended the mediations that took place in July 2023 and in 2025, and

reviewed and discussed with Class Counsel the draft and final terms of the Settlement Term Sheet executed on October 3, 2025.

20. Keller Rohrback L.L.P. has incurred out-of-pocket expenses in the amount of $5,497.71 while pursuing this Action.[2]

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: July 22, 2026

<u>/s/</u> ______________________________
Jeffrey Lewis

[2] *See* Exhibit 2.

EXHIBIT 1

KELLER ROHRBACK
LAW OFFICES ◆ L.L.P.

COMPLEX LITIGATION

SEATTLE (HQ) - DENVER - MISSOULA - NEW YORK - OAKLAND - PHOENIX - PORTLAND - SANTA BARBARA
800-776-6044 | info@kellerrohrback.com

ABOUT KELLER ROHRBACK

"[Keller Rohrback] has performed an important public service in this action and has done so efficiently and with integrity . . . [Keller Rohrback] has also worked creatively and diligently to obtain a settlement from WorldCom in the context of complex and difficult legal questions."

***In re WorldCom, Inc. ERISA Litig.*, No. 02-4816, 2004 WL 2338151, at *10 (S.D.N.Y. Oct. 18, 2004) (Cote, J.)**

DEVOTED TO JUSTICE

Keller Rohrback's lawyers excel by being prepared and persuasive. It's a simple formula that combines our strengths: outstanding writing and courtroom skill, together with unparalleled passion and integrity. We have recovered billions of dollars for our clients and have served as lead counsel in many prominent cases, including numerous financial crisis cases against Wall Street banks and mortgage originators. Our lawyers are recognized as leaders in their fields who have dedicated their careers to combating corporate fraud and misconduct. We have the talent as well as the financial resources to litigate against Fortune 500 companies—and do so every day.

WHO WE ARE

Keller Rohrback's Complex Litigation Group has a national reputation as the go-to plaintiffs' firm for large-scale, complex individual and class action cases. We represent public and private investors, businesses, governments and individuals in a wide range of actions, including securities fraud, fiduciary breach, antitrust, insurance coverage, whistleblower, environmental, and product liability cases. Our approach is straightforward—we represent clients who have been harmed by conduct that is wrong, and we litigate with passion and integrity to obtain the best results possible. Every case is different, but we win for the same reason: we are persuasive. When you hire us, you hire smart, creative lawyers who are skilled in court and in negotiations.

Founded in 1919, Keller Rohrback's over 70 attorneys and more than 100 staff members are based in eight offices across the country in Seattle, Denver, Missoula, New York, Oakland, Phoenix, Portland, and Santa Barbara. Over the past century, our firm has built a distinguished reputation by providing top-notch representation. We offer exceptional service and a comprehensive understanding of federal and state law nationwide. We also are well known for our abilities to collaborate with co-counsel and to work together to achieve outstanding results—essential skills in large-scale cases in which several firms represent the plaintiffs. We pride ourselves on our reputation for working smartly with opposing counsel, and we are comfortable and experienced in coordinating high-stakes cases with simultaneous state and federal government investigations. Keller Rohrback attorneys earn the respect of our colleagues and our opponents through our deft handling of the array of complex issues and obstacles our clients face.

ABOUT KELLER ROHRBACK

WHAT WE DO

Keller Rohrback's Complex Litigation Group represents plaintiffs in large-scale cases involving corporate wrongdoing. We litigate against companies that pollute, commit fraud, fix prices and take advantage of consumers, employees, and investors. We are passionate advocates for justice. In addition, the Complex Litigation Group regularly calls on attorneys in the firm's other practice areas for expertise in areas such as bankruptcy, constitutional law, corporate transactions, financial institutions, insurance coverage and intellectual property. Our group's access to these in-house resources distinguishes Keller Rohrback from other plaintiffs' class action firms and contributes to the firm's success. We also have a history of working with legal counsel from other countries to vigorously pursue legal remedies on behalf of clients around the globe.

We have won verdicts in state and federal courts throughout the nation and have obtained judgments and settlements on behalf of clients exceeding $94.9 billion. Courts around the country have praised our work, and we are regularly appointed lead counsel in nationally prominent class action cases. Our work has had far-reaching impacts for our clients in a variety of settings and indutries, creating a better, more accountable society.

WHOM WE SERVE

We represent individuals, institutions, and government agencies. The common denominators of our clients is a desire to see justice done—and to be represented by attorneys who practice law with integrity, honesty, and devotion to serving our clients'interests.

"Despite substantial obstacles to recovery, Keller Rohrback L.L.P. was willing to undertake the significant risks presented by this case . . . Class Counsel achieved real and substantial benefits for members of the Class. [Their] extensive prior experience in complex class action securities litigation . . . enabled the Class to analyze and achieve this excellent result."

***Order at 2, Getty v. Harmon (SunAmerica Sec. Litig.)*, No. 98-178 (W.D. Wash. Sept. 20, 1999) (Dwyer, J.)**

EMPLOYEE BENEFITS

ATTORNEYS

Lynn Lincoln Sarko
Laurie Ashton
Gretchen Freeman Cappio
Juli Farris
Alison Gaffney
Laura Gerber
Matthew Gerend
Gary Gotto
Benjamin Gould
Christopher Graver
Garrett Heilman
Dean N. Kawamoto
Ron Kilgard
David Ko
Cari Campen Laufenberg
Jeffrey Lewis
Derek Loeser
Erin Riley
Havila C. Unrein
Michael Woerner

Keller Rohrback is the preeminent firm for Employee Retirement Income Security Act of 1974 (ERISA) and other employee benefit class action and complex litigation. Our firm is a pioneer of ERISA class action litigation, with over a billion dollars of pension and health benefits recovered for our clients. Keller Rohrback has played a major role in developing the law and establishing that ERISA's protections apply to all investments in company-sponsored retirement plans, as well as to benefits in health and welfare plans. Keller Rohrback's attorneys are also well versed in ERISA preemption matters and have a long history of supporting city and state efforts to fill gaps in providing health and retirement benefits to their constituents.

Keller Rohrback is routinely appointed lead or co-lead counsel in major employee benefit class actions. Our work in this complex and rapidly developing area has been praised by our clients, our co-counsel, and federal courts. Managing a complex, large-scale employee benefit case requires knowledge of employee benefit, securities, accounting, corporate, bankruptcy, and class action law. Keller Rohrback has excelled in these cases by developing a deep understanding of ERISA and by drawing on our expertise in numerous related practice areas.

Keller Rohrback has a very deep bench in ERISA matters. Lawyers at Keller Rohrback have testified before Congress, served as editors of numerous employee benefit books and manuals, and written scholarly ERISA articles, amicus briefs, and comments to regulatory agencies overseeing ERISA plans. We are frequently featured speakers and presenters at prestigious legal education seminars on employee benefit class actions and ERISA. We have also served as fiduciaries and mediators.

We are involved in all aspects of ERISA litigation, from administrative reviews to district court trials to circuit court appeals to handling cases and filing amicus briefs in the U.S. Supreme Court. We are proud of our history, but we don't rest on our laurels, we listen carefully to employees' and retirees' stories and craft cases that enforce ERISA's longstanding duties—which are the highest known to the law.

EMPLOYEE BENEFITS

REPRESENTATIVE CASES

***In re IKON Off. Sols., Inc. Sec. Litig.*, MDL No. 1318 (E.D. Pa.)**
The wave of 401(k) company stock cases began with Whetman v. IKON Office Solutions, Inc. No. 98-89 (D. Utah). In a first-of-its-kind complaint, we alleged that company stock was an imprudent investment for IKON's 401(k) plan, that the fiduciaries of the plan failed to provide complete and accurate information about company stock to the participants, and that they failed to address their conflicts of interest. This case resulted in ground-breaking opinions in the ERISA 401(k) area of law on motions to dismiss, class certification, approval of securities settlements with a carve-out for ERISA claims, and approval of ERISA settlements providing a total recovery to the Plans of $111 million. Judge Marvin Katz granted final approval of the settlement in 2002.

***In re Enron Corp. Sec., Derivative ERISA Litig.*, MDL No. 1446 (S.D. Tex.)**
Keller Rohrback served as Co-Lead Counsel in this class action. After groundbreaking motions to dismiss decisions and several years of discovery, Keller Rohrback negotiated four separate settlements with different groups of Defendants, resulting in recoveries of over $264 million. Judge Melinda Harmon approved the fifth and final settlement on February 23, 2007.

***Reinhart v. Lucent Techs. Inc.*, No. 01-3491 (D.N.J.)**
Keller Rohrback served as Co-Lead Counsel in this class action brought on behalf of participants and beneficiaries of the Lucent defined contribution plans who invested in Lucent stock. A settlement providing injunctive relief and the payment of $69 million to the plan was approved by Judge Joel Pisano on December 12, 2003.

***In re WorldCom, Inc. ERISA Litig.*, No. 02-4816 (S.D.N.Y.)**
Keller Rohrback served as Lead Counsel in this class action filed in the Southern District of New York on behalf of participants and beneficiaries of the WorldCom 401(k) Salary Savings Plan who invested in WorldCom stock. Settlements providing for injunctive relief and payments of over $48 million to the plan were approved by Judge Denise Cote on October 26, 2004 and November 21, 2005.

***In re AIG ERISA Litig.*, No. 04-9387 (S.D.N.Y.)**
Keller Rohrback served as Co-Lead Counsel in this class action filed in the Southern District of New York on behalf of participants and beneficiaries of the AIG 401(k) retirement plans who invested in AIG stock. A settlement providing for injunctive relief and the payment of $25 million to the plans was approved by Judge Kevin T. Duffy on October 8, 2008.

***Alvidres v. Countrywide Fin. Corp.*, No. 07-5810 (C.D. Cal.)**
Keller Rohrback served as Lead Counsel in this class action filed on behalf of participants and beneficiaries of the Countrywide 401(k) plan who invested in Countrywide stock. A settlement providing for injunctive relief and the payment of $55 million to the plan was approved by Judge John F. Walter on November 16, 2009.

***In re Global Crossing Sec. & ERISA Litig.*, No. 02-7453 (S.D.N.Y.)**
Keller Rohrback served as Co-Lead Counsel in this class action filed in the Southern District of New York on behalf of participants and beneficiaries of the GX defined contribution plans who invested in GX stock. A settlement providing injunctive relief and a payment of $79 million to the plan was approved by Judge Gerard E. Lynch on November 24, 2004.

"[Keller Rohrback] has performed an important public service in this action and has done so efficiently and with integrity. . . . [Keller Rohrback] has also worked creatively and diligently to obtain a settlement from WorldCom in the context of complex and difficult legal questions . . .[Keller Rohrback] should be appropriately rewarded as an incentive for the further protection of employees and their pension plans not only in this litigation but in all ERISA actions."
***In re WorldCom, Inc.* ERISA Litig., No. 02-4816, 2004 WL 2338151, *10 (S.D.N.Y. Oct. 18, 2004) (Cote, J.).**

EMPLOYEE BENEFITS

REPRESENTATIVE CASES (Continued)

***In re Merrill Lynch & Co., Inc. Sec., Derivative & ERISA Litig.*, No. 07-10268 (S.D.N.Y.)**
Keller Rohrback served as Co-Lead Counsel in this class action filed in the Southern District of New York on behalf of participants and beneficiaries of Merrill Lynch's defined contribution plans who invested in Merrill Lynch stock. A settlement providing injunctive relief and a payment of $75 million to the plans was approved by Judge Jed S. Rakoff on August 4, 2009.

***In re Washington Mut. Inc., Sec., Derivative & ERISA Litig*, No. 07-1874 (W.D. Wash.)**
Keller Rohrback served as Co-Lead Counsel in this ERISA breach of fiduciary duty class action filed on behalf of participants and beneficiaries in the company's retirement plans who invested in Washington Mutual stock. On January 7, 2011, Judge Marsha J. Pechman granted final approval of the $49 million settlement in the ERISA action.

***Hodges v. Bon Secours Health Sys., Inc.*, No. 16-1079 (D. Md.)**
Keller Rohrback served as co-counsel in this lawsuit alleging that Bon Secours Health System's seven defined benefit pension plans were improperly claiming an exemption from ERISA as "church plan(s)." In 2017, the Court granted final approval of a settlement providing for equitable relief, plus payment of over $98 million to the Plans.

***In re Bakery & Confectionery Union & Indus. Int'l Pension Fund Pension Plan*, No. 11-1471 (S.D.N.Y.)**
Keller Rohrback and co-counsel filed this action alleging that an amendment to the Bakery & Confectionery Union & Industrial Pension Fund Pension Plan violated ERISA's anti-cutback provisions. Plaintiffs prevailed at both the district court and appellate levels, and Defendants implemented adjustments to reinstate the benefits due to eligible employees.

***Palmason v. Weyerhaeuser Co.*, No. 11-695 (W.D. Wash.)**
Keller Rohrback and co-counsel filed this action alleging that Weyerhaeuser and other fiduciaries caused its pension plan to engage in a risky investment strategy involving alternative investments and derivatives, causing the Plans' master trust to become underfunded. A settlement was reached for injunctive relief on behalf of the Plans' participants and beneficiaries.

***In re State Street Bank & Tr. Co. ERISA Litig.*, No. 07-8488 (S.D.N.Y.)**
Keller Rohrback served as Co-Lead Counsel in this ERISA breach of fiduciary duty class action filed in the Southern District of New York brought on behalf of participants and beneficiaries in the company's retirement plans. A settlement providing a payment of $89.75 million was approved by Judge Richard J. Holwell on February 19, 2010.

***In re Regions Morgan Keegan ERISA Litig.*, No. 08-2192 (W.D. Tenn.)**
Keller Rohrback served as Co-Lead Class Counsel in this ERISA breach of fiduciary duty class action on behalf of participants and beneficiaries in the company's retirement plans as well as customer plans for which Regions served as a fiduciary. A settlement providing injunctive relief and a payment of $22.7 million was approved by Judge Samuel H. Mays, Jr.

***Gates v. United Healthcare Ins. Co.*, No. 11-3487 (S.D.N.Y.)**
Keller Rohrback served as counsel in this lawsuit that alleged Defendants violated ERISA through use of an "estimating policy" which caused Medicare eligible participants and beneficiaries to be paid lower benefits than required by the plan in which they participate for services provided by out- of-network providers. Following an initial dismissal, Keller Rohrback successfully appealed to the Second Circuit Court of Appeals, and the district court then agreed with Plaintiff.

EMPLOYEE BENEFITS

REPRESENTATIVE CASES (Continued)

***Madoff Direct & Feeder Fund Litigation: Hartman v. Ivy Asset Mgt. L.L.C.*, No. 09-8278 (S.D.N.Y.)**
Keller Rohrback successfully litigated this direct action on behalf of the trustees of seventeen employee benefit plans damaged by the Madoff Ponzi scheme. The action alleged that Ivy Asset Management and J.P. Jeanneret Associates, Inc. breached their fiduciary duties under ERISA by causing the plans to be invested directly or indirectly in Madoff funds. Keller Rohrback obtained a settlement of over $219 million in this case and related actions, including claims brought by the United States Secretary of Labor and the New York Attorney General.

***Griffith v. Providence Health & Servs.*, No. 14-1720 (W.D. Wash.)**
Keller Rohrback served as Class Counsel in this lawsuit alleging that the Providence Health & Services Cash Balance Retirement Plan was improperly claiming an exemption from ERISA as a "church plan." In 2017, the Court granted final approval of a class settlement of $350 million to the Plan and a guarantee that the Plan's trust will have sufficient assets to pay benefits as they come due; and additional administrative protections and other equitable relief for Plan participants.

***Hunter v. Berkshire Hathaway, Inc.*, No. 14-663 (N.D. Tex.)**
Keller Rohrback was class counsel in a case under ERISA against Berkshire Hathaway Inc. Plaintiffs alleged that, when Berkshire Hathaway acquired a subsidiary ("Acme") in 2000, Berkshire Hathaway made promises in a merger agreement that amended Acme's pension and 401(k) plans, and that Berkshire Hathaway violated ERISA and those promises when it allegedly caused Acme to freeze accrual of pension benefits and decrease the employer's matching contribution to the 401(k) plan. On May 26, 2020, the Court granted final approval of the parties' Class Action Settlement Agreement, providing the classes an estimated $10 million in value and resolving Plaintiffs' ERISA claims with no admission of liability by Berkshire Hathaway.

***Lann v. Trinity Health Corp.*, No. 14-2237 (D. Md.)**
Keller Rohrback served as Class Counsel in this lawsuit alleging that Trinity Health Corporation and Catholic Health East were improperly claiming an exemption from ERISA as "church plan." In 2017, the Court granted final approval of a settlement providing for equitable relief, plus payment of over $76 million to the Plan.

***Spires v. Schools*, No. 16-616 (D.S.C.)**
Keller Rohrback and co-counsel represented participants and beneficiaries in the Piggly Wiggly Employee Stock Ownership Plan ("ESOP"). The complaint alleged that Defendants breached their fiduciary duties by doing nothing as the value of the Piggly Wiggly stock plummeted by nearly 90%. A settlement providing a payment of between $7.675 million and $8.65 million was approved by Judge Richard M. Gergel.

***Braden v. Wal-Mart Stores, Inc.*, No. 08-3109 (W.D. Mo.)**
Keller Rohrback served as Lead Counsel in this class action on behalf of participants and beneficiaries of Wal-Mart's 401(k) plan who invested in retail class mutual funds that charged excessive fees to participants and paid hidden fees to the plan's trustee and recordkeeper, Merrill Lynch. The complaint alleged that the revenue sharing and other fees were excessive in light of the size of the plan, and that these fees were not properly disclosed. Our attorneys secured the first appellate victory in a fee case of this kind when they obtained an order from the Eighth Circuit reversing dismissal and articulating the pleading standard for process-based breaches of ERISA, see Braden v. Wal-Mart Stores Inc.., 588 F.3d 585 (8th Cir. 2009). A settlement that included $13.5 million along with injunctive relief was approved by Judge Gary A. Fenner.

EMPLOYEE BENEFITS

REPRESENTATIVE CASES (Continued)

***Beach v. JPMorgan Chase Bank,* No. 17-563 (S.D.N.Y.)**
Plaintiffs alleged that JPMorgan Chase Bank ("Chase") breached its fiduciary duties to the participants and beneficiaries of the JPMorgan Chase 401(k) Savings Plan ("Plan") in violation of ERISA by, among other things, failing to prudently and loyally manage the Plan's assets by selecting and retaining unduly expensive Core Funds and Target Date Funds as investment options in the Plan and by engaging in prohibited transactions as a result of conflicts of interest. On October 7, 2020, Judge Jesse M. Furman granted final approval of the $9 million settlement of the action.

***ERISA Indus. Comm. v. City of Seattle,* No. 18-1188 (W.D. Wash.)**
Keller Rohrback was co-counsel (along with the City Attorney) in defending a Seattle ordinance that mandates that large hotels pay their employees additional compensation to allow them to better afford health care. A nationwide employer association brought suit claiming that the ordinance is preempted by ERISA. The United States District Court granted the City's motion to dismiss and the district court's decision was upheld on appeal. On November 21, 2022, the U.S. Supreme Court denied a petition for certiorari, thereby ending efforts to invalidate the City ordinance.

"The Court finds that . . . Keller Rohrback[] is experienced and qualified counsel who is generally able to conduct the litigation as lead counsel on behalf of the putative class. Keller Rohrback has significant experience in ERISA litigation, serving as co-lead counsel in the Enron ERISA litigation, the Lucent ERISA litigation, and the Providian ERISA litigation, and experience in complex class action litigation in other areas of law"

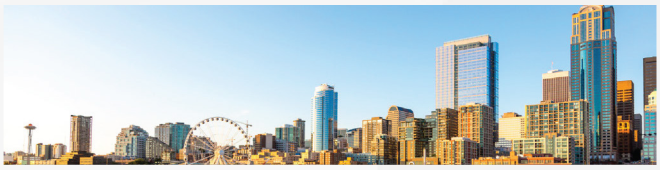
Order at 4, In re Williams Cos. ERISA Litig., No. 02-153 (N.D. Okla. Oct. 28, 2002) (Holmes, J.).

***Rollins v. Dignity Health,* No. 13-1450 (N.D. Cal.)**
Keller Rohrback served as co-counsel in this lawsuit alleging that the Dignity Health Pension Plan was improperly claiming an exemption from ERISA as a "church plan." In 2022, the Court granted final approval of a class settlement in excess of $100 million to the Plan, additional minimum funding amounts paid into the Plan trust over several years, non-monetary changes, and certain equitable protections for Plan participants that are comparable to some of ERISA's key protections.

***Becker v. Wells Fargo Co.*, No. 20-2016 (D. Minn.)**
Keller Rohrback served as co-counsel in this lawsuit alleging that Wells Fargo Co. mismanaged its $40 billion 401(k) plan by favoring its own proprietary investments, which caused employees to lose millions in fees and underperforming funds. On August 31, 2022, Judge Katherine Menendez granted final approval of the $32.5 million settlement of the action.

***Powell v. Ocwen Fin. Corp.*, 173 F.4th 386 (2d Cir. 2026)**
In Powell, the district court had granted defense summary judgment in an important ERISA case involving the definition of plan assets. Keller Rohrback, which was not involved in the case in the district court, was asked to handle the appeal. On appeal, Keller Rohrback obtained a reversal. The Second Circuit revived key claims and provided important guidance on ERISA fiduciary obligations, mort-gage-backed securities, and the treatment of plan assets. The court held that certain residential mortgage-backed securities (RMBS) trust certificates held by ERISA plans constitute "equity interests" because they represent beneficial interests in trusts. The panel further directed the district court to determine on remand whether those equity interests cause the underlying mortgages to qualify as ERISA plan assets under the Department of Labor's plan-asset regulation.

KELLER
ROHRBACK
LAW OFFICES ◆ L.L.P.



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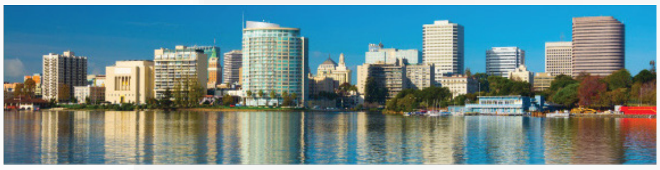

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JEFFREY LEWIS

PARTNER
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PRACTICE EMPHASIS

- Class Action & Complex Litigation
- Employee Benefits & Retirement Security (ERISA)

EDUCATION

Yale University
B.A., 1970

University of California at Berkeley School of Law
Order of the Coif – J.D., 1975

Jeffrey Lewis has specialized in ERISA and employee benefits law since 1975.

He recently completed a three-year term as a representative of the general public on the ERISA Advisory Council to the Secretary of Labor. He has successfully litigated individual, group, and class action claims on behalf of hundreds of thousands of employees, retirees, and the disabled. He was a founding partner of Lewis, Feinberg, Lee & Jackson, one of the first firms in the nation to specialize in ERISA litigation on behalf of plaintiffs. Among his major successes was serving as one of appointed counsel for employees of WorldCom, Inc. in a class action which resulted in a settlement that paid more than $47 million to participants in WorldCom's 401(k) plan. He recently recovered over $40 million for retirees after a lengthy trial in which he served as lead counsel. Mr. Lewis serves as a mediator for the U.S. District Court, the Northern District of California, and in private practice, and has served as an arbitrator and expert witness in ERISA cases. He has also advised employee groups and benefit plan fiduciaries, is a fiduciary of two large employee benefit plans, and has served as an independent fiduciary of employee benefit plans.

In addition to his litigation and advisory activities throughout the U.S., Mr. Lewis has testified before Congressional committees regarding pension issues and served as one of the Co-Chairs of the Senior Board of Editors of the Employee Benefits Law treatise. He has also taught employee benefits law at the University of California at Berkeley School of Law, as well as pension law courses at several other law schools.

BAR & COURT ADMISSIONS

1975, California
1976, U.S. District Court for the Northern District of California
1981, U.S. Court of Appeals for the Ninth Circuit
1985, U.S. District Court for the Eastern District of California
1991, U.S. District Court for the Southern District of California
1993, U.S. District Court for the Central District of California
1995, Supreme Court of the United States
1999, U.S. Court of Appeals for the Tenth Circuit
2001, U.S. Court of Appeals for the 2nd Circuit
2001, U.S. Court of Appeals for the Third Circuit
2004, U.S. Court of Appeals for the Fourth Circuit
2005, U.S. Court of Appeals for the Fifth Circuit
2007, U.S. Court of Appeals for the Seventh Circuit
2015, U.S. District Court for the District of Colorado
2018, U.S. Court of Appeals for the Second Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

ERISA Advisory Council to U.S. Secretary of Labor, *Member*

College of Employee Benefits Counsel, *Charter Fellow, former Member of Board of Governors*

American Bar Association, *Member, Labor & Employment Section, former Plaintiff Co-Chair of the Employee Benefits Committee*

AC Transit Retirement Board, *Chair, Board of Trustees*

Goodyear Retiree Health Care Trust, *Member of the Plan Committee*

HONORS & AWARDS

Ranked in Chambers and Partners USA Guide, 2023 and 2024-2026 ERISA Litigation: Mainly Plaintiffs

Selected to Super Lawyers List, *Super Lawyers - Northern California*, 2005-2026

Selected to Top 100 Lawyers List in *Super Lawyers - Northern California*, 2010-2016

Top Attorney for ERISA Plaintiffs in the San Francisco Bar Area, The Recorder

Forty Top Benefits Attorneys, T*he National Law Journal*, 1998

PUBLICATIONS & PRESENTATIONS

Panelist, ABA Section of Labor and Employment Law Employees Benefits Committee 2024 Midwinter meeting, San Diego, California, 2024 (ERISA Advisory Council)

Panelist, ABA Section of Labor and Employment Law Employee Benefits Committee 2023 Midwinter meeting, New Orleans, Louisiana, 2023 *(Are You Ready for a DOL Cybersecurity Audit or to Defend Against Hacks?).*

Co-Chair of the Board of Senior Editors of Lewis, et al., Employee Benefits Law (3d and 4th eds. Bloomberg BNA)

Board of Senior Editors, Employee Benefits Law (2d ed. BNA)

Former editor of the Discrimination Claims Under ERISA chapter of Employee Rights Litigation: Pleading and Practice (Matthew Bender, 1991)

Frequent speaker on ERISA topics such as preemption, fiduciary duty, and benefit claims at seminars sponsored by the American Bar Association, the Bureau of National Affairs, the National Employment Lawyers Association (NELA), and other organizations.

REPRESENTATIVE MATTERS

Tatum v. R.J. Reynolds Tobacco Co., 392 F.3d 636 (4th Cir. 2004).

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).

Mertens v. Kaiser Steel Retirement Plan, 829 F. Supp. 1158 (N.D. Cal. 1992).

EXHIBIT 2

HOFFMAN V. UNITED AIRLINES

FIRM NAME: **Keller Rohrback L.L.P.**

Description	Amount
Postage/Express Delivery	$ 265.05
Copies	$ 218.75
Mediation	$ 3,719.12
Court Fees	$ 702.00
Computer Research	$ 499.24
Service Fees - Everlaw Data Base	$ 93.55
Total	**$ 5,497.71**

EXHIBIT C

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 The Honorable John J. Tharp, Jr.

MARK DEBOFSKY'S DECLARATION IN SUPPORT OF THE PARTIES JOINT MOTION FOR FINAL APPROVAL OF SETTLEMENT AGREEMENT

I, Mark DeBofsky, declare under penalty of perjury:

INTRODUCTION

1. I am the Principal attorney at DeBofsky Law Ltd and co-counsel for Plaintiffs in this action.

2. This declaration is made based on personal knowledge and if called as a witness I could testify competently to the facts stated herein.

3. I am submitting this declaration in support of Plaintiff's Motion for Attorney's Fees, Litigation Expenses, Partial Administration Expenses and Service Awards.

RELEVANT EXPERIENCE

4. 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.

5. 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.

6. I have litigated hundreds of cases on a national basis involving employee benefit disputes (ERISA). Some of the more significant appellate 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.

7. 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 from 2003 through 2025 and Law360 from 2020 through 2025. 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.

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

DETAILS OF CONTRIBUTORS AND EXPENSES

9. I am the only member of my firm who has been involved in working on this matter.

10. DeBofsky Law has not incurred any out-of-pocket expenses while pursuing this matter.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: July 20, 2026

Mark D. DeBofsky

EXHIBIT D

ABOUT KANTOR & KANTOR LLP

Kantor & Kantor is a law firm specializing in nationwide employee benefit and insurance litigation under ERISA and state law, including cases involving retirement, disability, health, and life insurance benefits. The firm was ranked first in *U.S. News'* "Best Lawyers–Best Law Firms" for its legal advocacy in ERISA litigation in 2020, 2021, and 2022, and was named "Top Boutiques in California" in 2025 by the *Daily Journal*. The attorneys of Kantor & Kantor have unsurpassed experience in the ERISA field and have helped tens of thousands of participants in both individual and complex class actions obtain millions of dollars of benefits to which they are entitled and ensure the proper management and administration of their employee benefits plans.

Kantor & Kantor attorneys have been appellate and/or trial counsel in numerous published ERISA and insurance decisions, including *Schuyler v. Sun Life Assurance Co. of Canada*, 150 F.4th 57 (2d Cir. 2025); *Dwyer v. United Healthcare Insurance Co.*, 115 F.4th 640 (5th Cir. 2024); *Yates v. Symetra Life Insurance Co.*, 60 F.4th 1109 (8th Cir. 2023); *Wolf v. Life Insurance Co. of North America*, 46 F.4th 979 (9th Cir. 2022); *Collier v. Lincoln Life Assurance Co. of Boston*, 53 F.4th 1180 (9th Cir. 2022); *Tekmen v. Reliance Standard Life Insurance Co.*, 55 F.4th 951 (4th Cir. 2022); *Shupe v. Hartford Life & Accident Insurance Co.*, 19 F.4th 697 (4th Cir. 2021); *Orzechowski v. Boeing Co. Non-Union Long-Term Disability Plan*, 856 F.3d 686 (9th Cir. 2017); *LeGras v. Aetna Life Insurance Co.*, 786 F.3d 1233 (9th Cir. 2015); *Ariana M. v. Humana Health Plan of Texas, Inc.*, 884 F.3d 246 (5th Cir. 2018); *Harlick v. Blue Shield of California*, 686 F.3d 699 (9th Cir. 2012), cert. denied, 133 S. Ct. 1492 (2013); *Kurth v. Hartford Life & Accident Insurance Co.*, 845 F. Supp. 2d 1087 (C.D. Cal. 2012); *Dine v. Metropolitan Life Insurance Co.*, 449 F. App'x 646 (9th Cir. 2011); *Peterson v. AT&T Umbrella Benefit Plan No. 1*, No. C-10-03097 JCS (N.D. Cal. 2011); *Rorabaugh v. Continental Casualty Co.*, 321 F. App'x 708 (9th Cir. 2009); *Letvinuck v. Aetna Life Insurance Co.*, 319 F. App'x 661 (9th Cir. 2009); *Jacobs v. Kaiser Foundation Health Plan, Inc.*, 265 F. App'x 652 (9th Cir. 2008); *Keller v. Albertsons, Inc. Employees' Disability Benefits Plan*, 589 F. Supp. 2d 1025 (C.D. Cal. 2008); *Mitchell v. Metropolitan Life Insurance Co.*, 523 F. Supp. 2d 1132 (C.D. Cal. 2007); *Shane v. Albertson's Inc.*, 504 F.3d 1166 (9th Cir. 2007); *Opeta v. Northwest Airlines Pension Plan for Contract Employees*, 484 F.3d 1211 (9th Cir. 2007); *Welch v. Metropolitan Life Insurance Co.*, 480 F.3d 942 (9th Cir. 2007); *Silk v. Metropolitan Life Insurance Co.*, 477 F. Supp. 2d 1088 (C.D. Cal. 2007); *Bowen v. Consolidated Electrical Distributors, Inc. Employee Welfare Benefit Plan*, 461 F. Supp. 2d 1179 (C.D. Cal. 2006); *Thompkins v. BC Life & Health Insurance Co.*, 414 F. Supp. 2d 953 (C.D. Cal. 2006); and *Wible v. Aetna Life Insurance Co.*, 375 F. Supp. 2d 956 (C.D. Cal. 2005).

Kantor & Kantor attorneys have also served, and continue to serve, as counsel in numerous present and past class action lawsuits involving claims relating to employee benefits and insurance coverage, including claims concerning the treatment of medical and mental health disorders, retirement benefits, and fiduciary obligations, including *Paul v. Blue Cross Blue Shield of North Carolina* (E.D.N.C. 2025) (putative class action alleging improper denial of coverage for medically necessary benefits under employer-sponsored health plans); *Ryan S. v. UnitedHealth Group, Inc.*, No. SACV 19-1363-JVS-KESx (C.D. Cal. 2025) (putative class action alleging systemic denial of mental health and substance-use disorder treatment in violation of ERISA and federal parity laws); *Cumalander v. Blue Cross BlueShield of Tennessee, Inc.*, No. 1:24-CV-00176-TRM-CHS (E.D. Tenn. 2025) (putative class action alleging improper denial of coverage for residential mental health treatment under ERISA-governed plans); *Weissman v. United Healthcare Insurance Co.*, No. 19-cv-10580 (D. Mass. 2025) (putative class action alleging improper administration of ERISA health plans); *Molly C. v. Oxford Health Insurance, Inc.*, No. 21-CV-10144 (PGG) (BCM) (S.D.N.Y. 2024) (putative class action alleging exclusion of nutritional counseling for eating-disorder treatment in violation of mental health parity requirements); *Dempsey v. Verizon Communications, Inc.*, No. 1:24-cv-10004-AKH (S.D.N.Y.) (putative class action asserting ERISA claims arising from pension risk-transfer transactions); *Greenwell v. Group Health Plan for Employees of Sensus USA Inc.*, No. 5:19-CV-577-FL (E.D.N.C.) (putative class action of ERISA plan participants alleging improper denial of proton-beam radiation therapy); *Hill v. UnitedHealthcare Insurance Co.*, No. 8:15-cv-00526-DOC-KESx (C.D. Cal. 2018) (putative class action alleging unlawful denials of mental health and substance-use disorder treatment in violation of parity laws); *Stewart v. Applied Materials, Inc.*, No. 15-CV-02632-JST (N.D. Cal. 2017) (putative class action alleging breaches of fiduciary duty and improper administration of employer-sponsored retirement plans); *Rea v. California Physicians' Service*, 226 Cal. App. 4th 1209 (2014) (class action enforcing California mental health parity laws and requiring coverage for medically necessary residential treatment); *Ames v. Anthem Blue Cross Life & Health Insurance Co.*, No. BC591623 (Cal. Super. Ct., Los Angeles Cnty.) (putative class action alleging improper denial of coverage for residential mental health treatment); *Bailey v. Anthem Blue Cross Life & Health Insurance Co.*, No. 3:16-cv-04439-JSW (N.D. Cal.) (putative class action alleging systemic denials of coverage for eating-disorder treatment); *Kerr v. Kaiser Foundation Health Plan, Inc.*, No. BC556863 (Cal. Super. Ct., Los Angeles Cnty.) (putative class action alleging improper denial of coverage for intensive mental health treatment); *Oppel v. Anthem Blue Cross*, No. BC518736 (Cal. Super. Ct., Los Angeles Cnty.) (putative class action challenging exclusions for residential treatment); *Banken v. Anthem Blue Cross*, No. BC550193 (Cal. Super. Ct., Los Angeles Cnty.) (putative class action alleging unlawful benefit exclusions); *Bafford v. Northrop Grumman Corp.*, No. 18-cv-10219-ODW-E (C.D. Cal.) (putative class action alleging failure to provide accurate pension benefit statements under ERISA); and *In re AME Church Retirement Fund Litigation*, No. 1:22-md-03035-STA-jay (W.D. Tenn.) (putative class action alleging breaches of fiduciary duty and misappropriation of retirement fund assets).

Kantor & Kantor attorneys are regular contributors to employee benefits treatises, journals, and other legal resources, including *American Bar Association Employee Benefits Law*, ABA newsletters, and *Law360*, and are regular speakers at ERISA and other conferences across the country. The firm produces a widely distributed and frequently quoted weekly newsletter, *ERISA Watch*, that analyzes every ERISA decision issued each week.

EXHIBIT E

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. 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 Margarett Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlauve, 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, Margarett 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, Margarett Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlauve, 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, Margarett Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlauve, 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, Margarett Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlauve, 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 Margarett Roumain with Judith Dupoux on behalf of the estate of Margarett 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 Margarett Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlauve, 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

l. 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

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On Behalf of Plaintiffs and the Class

/s/

Brett Hart
President – United Airlines
233 South Wacker Drive
Chicago, IL 60606

On behalf of Defendants

EXHIBIT F

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 G

Monday, July 20, 2026

To whom it may concern,

1. I am a senior consultant at Verita Global LLC ("Verita"). Pursuant to the grant of Preliminary Approval of Class Action Settlement and Class Notice in the settlement of *Hoffman v United Airlines*, Verita was appointed as Settlement Administrator.
2. I have been responsible for overseeing the work of the Settlement Administrator to-date in this case.
3. I hereby confirm:
    a. The Class Notice was provided to each individual Class Member: (a) by email, if a current, valid email address was available or, if a current valid email address was unavailable, by first class U.S. Mail at the last known address of the Class Member; and (b) by posting the Class Notice (and other documents filed in the action) on a dedicated website.
    b. For undeliverable emailed notices, Verita promptly resent the Class Notice to the Class Member by U.S. Mail.
    c. In total, the Verita made 9386 distributions of the class notice – 6592 emailed copies of the Class Notice were sent, and a further 2794 copies of the class notice were distributed by first class U.S. Mail.
    d. Verita set up a dedicated website for publicly available information about the settlement, including posting the Class Notice. The website is available at https://hoffmansettlement.com/. To-date it has received over 1,371 visitors.
    e. The CAFA Notice was mailed to all necessary officials on April 30, 2026. We have not received any objections in response to this notice.
    f. The Settlement Amount was deposited into an escrow account on June 10, 2026. To date, interest earned on the Settlement Amount is $56,167.81.
4. I confirm that, in accordance with the Court's order of Preliminary Approval of Class Action Settlement and Class Notice, on or before July 24, 2026, Verita will provide declaration confirming that CAFA Notice and Class Notice of Preliminary Approval were sent, for filing with the Court.

Demi Davis

____

Demi Davis

[Demi Davis]