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 PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, LITIGATION EXPENSES, PARTIAL ADMINISTRATION EXPENSES AND NAMED PLAINTIFF AWARDS

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 for this Action.

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

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

5. Pursuant to the Court's preliminary approval order, Plaintiffs are submitting a motion for an award of attorneys' fees, litigation expenses for Class Counsel, partial administrative expenses and service awards for the Class Representatives. Specifically, Plaintiffs are requesting:

a. Fees of one-third of the Settlement Fund, but not to exceed one-third of the Cash Settlement Amount (Settlement Fund and Cash Settlement Amount as defined in the Settlement Agreement, ECF No. 117-03);

b. Expenses of $30,954.37;

c. Fifty percent (50%) of the Settlement Administrator's expenses and any actual or estimated taxes required on the Settlement Funds; and

d. A $10,000 Named Plaintiff Award to each Named Plaintiff.

6. Class counsel took this case on a contingency fee basis, as is common in these types of matters. Since we began work in 2021, we have received no payment of any kind for the work performed in this action, including the expenses that the firms have paid out of pocket.

QUALIFICATIONS OF CLASS COUNSEL

7. 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 attorneys' fees, expenses and Named Plaintiff awards. 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 attached thereto; and Exhibit C: Declaration of Mark DeBofsky (DeBofsky Law, Ltd.).

RELEVANT CASE HISTORY

8. Prior to commencing this action, Kantor & Kantor had several calls with their then clients (Kantor & Kantor's original clients/plaintiffs were Victor Yustman, Ron Ozaki, Victoria Fellows, Ernest Hewson and Maria Deglauve) to discuss the proposed contingency fee agreement as well as the requirements of being a class representative. The clients then met separately without counsel to discuss amongst themselves. The clients sent follow-up questions regarding the attorneys' fees, costs and expenses and after answering these questions Kantor & Kantor and the clients agreed to a contingency fee ranging of 33 1/3% up to 40%. See Exhibit D, copy of executed fee agreement between Victor Yustman and Kantor & Kantor LLP (all of Kantor & Kantor's original clients signed identical fee agreements to Exhibit D). After the case was consolidated, the clients entered into a renewed agreement that was identical but included co-counsel The Civil Litigation Clinic at Chicago-Kent School of Law's C-K Law Group, Keller Rohrback, LLP, and DeBofsky, Sherman, Casciari and Reynolds (now known as DeBofsky Law Ltd.). See Exhibit E (all of the now Named Plaintiffs signed identical fee agreements to Exhibit E).

9. Having a diverse array of Class representatives was essential for ensuring that if the Class were to be separated into subgroups based on particular eligibility for the separation programs, there would be adequate representation for each subgroup.

10. Between June 2023, and August 2025, the parties engaged in discovery including initial disclosures, requests for production, interrogatories, subpoenas to The Association of Flight Attendants, IAM Union and the International Brotherhood of Teamsters. United made 16

productions during this time and Class Counsel produced almost 5,000 pages of documents. Counsel reviewed over 10,000 pages of documents from both plaintiffs and defendants in litigation of this action.

11. Plaintiffs responded to requests for production of documents as well as interrogatories. In responding to production of documents, the Plaintiffs provided thousands of pages of documents for review.

12. In June 2023, in anticipation of the first mediation between the parties, United made a mediation production of an excel spreadsheet consisting of employee data for 9,585 Frontline employees and 2,666 management and administrative employees. I personally reviewed these records, and categorized employees based on employment data to determine who was eligible for which program based on their age, employment history, type of employment, hours worked, employment status and other criteria of the programs. I separated these employees into ten groups. This grouping has now become the basis for the plan of allocation for this settlement. I worked with United's counsel in performing this work to ensure accuracy of categorization and the allocation between the groups. Sorting through raw data for over 10,000 employees was extremely onerous and took numerous days to complete.

13. The parties engaged in several mediations. The first was in July 2023 with retired federal judge James Holderman. The second, third and fourth were with Seventh Circuit mediator Jullisa Brittan in August and September 2025. Class Counsel attended these mediations along with some of the named plaintiffs/class representatives.

14. On or about June 10, 2026, the Settlement Administrator confirmed receipt of United's payment of the Cash Settlement Amount into the Escrow Account as required by the

Settlement Agreement and this Court's Order Preliminarily Approving Class Action Settlement and Class Notice. See ECF Nos. 128-7 and 123.

RELEVANT EXPERIENCE

15. 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.

16. 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.

17. 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.).

18. 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.

19. 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 F is a Kantor & Kantor, LLP firm biography providing details about the firm and its experience with class action litigation.

TOTAL LITIGATION EXPENSES INCURRED BY PLAINTIFFS

20. Attached hereto as Exhibit G are the costs for Kantor & Kantor, LLP in this litigation broken out by category. I have reviewed and tallied the litigation expenses incurred by each Class Counsel firm, reflected below.

Firm	**Expenses**	**Exhibit Letter of Declaration**
Kantor & Kantor LLP	$25,051.66	Exhibit G
Civil Litigation Clinic at Chicago-Kent College of Law	$405.00	Exhibit A – Franklin Decl. at ¶ 18
Keller Rohrback L.L.P.	$5,497.71	Exhibit B – Lewis Decl. at Ex. 1
TOTAL EXPENSES	$30,954.37	

21. In total, Plaintiffs' counsel seek approval of $30,954.37 in litigation expenses.

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

/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)
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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 PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, LITIGATION EXPENSES, PARTIAL ADMINISTRATION EXPENSES AND NAMED PLAINTIFF AWARDS** 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 ATTORNEYS' FEES, LITIGATION EXPENSES, PARTIAL ADMINISTRATION EXPENSES AND SERVICE AWARDS

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 PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, LITIGATION EXPENSES, PARTIAL ADMINISTRATION EXPENSES AND NAMED PLAINTIFF AWARDS

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 Plaintiffs' Motion for Attorneys' Fees, Litigation Expenses, Partial Administration Expenses and Named Plaintiff Awards.

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

*/s/*______________________________
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 record-keeper, 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.

"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.).

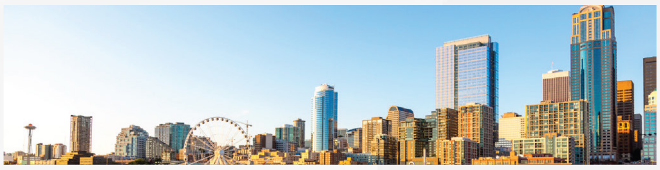
***ERISA Indus. Comm. v. City of Seattle,* No. 18-1188 (W.D. Wash.)**
Keller Rohrback was co-counsel (along with the City Attorney) in defending a Seattle ordinance that mandates that large hotels pay their employees additional compensation to allow them to better afford health care. A nationwide employer 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.

***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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MISSOULA
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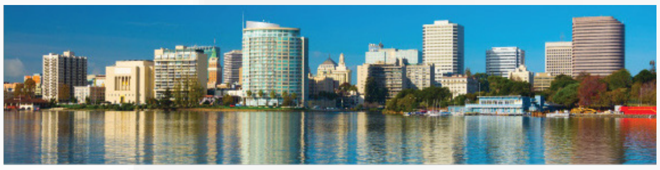
P: 206.623.1900 | F: 206.623.3384



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801 Garden Street, Suite 301 Santa Barbara, CA 93101
P: 805.456.1496 | F: 805.456.1497

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P: 332.334.9371 | F: 646.380.6692

JEFFREY LEWIS

PARTNER

Oakland Office

jlewis@kellerrohrback.com

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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.

DECLARATION OF MARK DEBOFSKY IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, LITIGATION EXPENSES, PARTIAL ADMINISTRATION EXPENSES AND SERVICE AWARDS

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

KANTOR & KANTOR LLP
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July 27, 2021

ENGAGEMENT AGREEMENT FOR CLASS ACTION LAWSUIT

Subject to the following terms and conditions, I, Victor Yustman, hereby engage Kantor & Kantor, LLP ("Attorneys") to provide the legal services on the terms set forth below.

SCOPE OF REPRESENTATION

I hereby engage the Attorneys to represent me in a proposed class-action lawsuit against United Airlines, Inc. ("United") and any related entity, plan, program or persons as the Attorneys may deem appropriate in pursuit of claim(s) arising from the failure to inform of or permit certain retired employees of United to participate in the Voluntary Separation Leave ("VSL") program announced by United on January 23, 2021. Prior to filing a lawsuit the Attorneys may file a claim for benefits and an administrative appeal, if the claim is denied.

I have not engaged the Attorneys to represent me in any other matters, and the Attorneys have not agreed to represent me in any other matters. If I want the Attorneys to represent me in other matters, I understand that will be the subject of another, separate engagement agreement.

If a lawsuit is filed and there is an adverse judgment by the District Court, I understand that no appeal shall be taken without both my consent and the consent of the Attorneys. In the event of an appeal, both I and the Attorneys agree to attempt to negotiate a new agreement regarding fees and costs which shall be supplementary to this agreement. I understand that this agreement creates no obligation on either myself or the Attorneys concerning any appeal.

THE PARTIES' DUTIES

Attorneys' Duties

The Attorneys shall provide the legal services reasonably required to prosecute the lawsuit as a class action. The Attorneys shall take the steps reasonably necessary to keep me informed of progress and to respond to my questions and concerns. The Attorneys may in their discretion, associate in, or co-counsel with other law firms to assist in this case.

Your Duties as Client and Class Representative

As a named class representative, I understand that I represent my own interests *and* the interests of other similarly situated individuals. As a class representative, I agree, as more fully set out in the attached Duties of a Class Representative, to be reasonably available to confer with the Attorneys, to provide the Attorneys with all documents and information that I possess or control relating to the matter and the claims, to disclose to the Attorneys all the facts and circumstances of which I am aware, to cooperate in preparing discovery, to be available to give deposition testimony, and if necessary, to be available to testify at trial.

ATTORNEYS' FEES, COSTS, AND EXPENSES

The Attorneys will advance all costs and expenses of the litigation. I understand I will not be responsible for these sums regardless of the outcome of this case. At the conclusion of the case, the Attorneys will apply to the court for an award of fees and the reimbursement of costs and expenses, which is ordinarily a percentage contingency fee from the fund created by a settlement or judgment. Such a fee award might be as much as 33-1/3% to 40% of any settlement fund or judgment, although the amount actually awarded is within the court's sole discretion.

In the event this matter does not proceed as a class action, but rather as an individual case, I agree that Attorneys shall recover their costs as well as fees in the amount of twenty-five percent (25%) of the recovery during the administrative appeal process, prior to the filing of any lawsuit, and forty percent (40%) of any recovery or settlement after the class action lawsuit is filed.

ASSOCIATION OF OTHER ATTORNEYS

The Attorneys may at their sole discretion associate or consult any other attorney(s) in the prosecution of this matter. There will be no additional expense to me in the event that any other attorney is associated unless I so agree.

RETENTION OF EXPERTS AND INVESTIGATORS

The Attorneys may at their sole discretion retain on my behalf and that of the class any expert or investigator whose services the Attorneys feel is necessary for the evaluation or prosecution of any of the claims within the scope of the lawsuit. The fees and expenses associated with the retention of any expert or investigator shall constitute costs within the "Attorneys' Fees, Costs, and Expenses" paragraph above.

TERMINATION AND WITHDRAWAL

I understand I have the right to terminate this agreement at any time by giving the Attorneys written notice of termination. The Attorneys have the right to terminate representation by giving me written notice if I fail to cooperate with them, if the Attorneys determine that continuing to represent me would be unethical, impractical, or improper, or if the matter is not certified as a class action.

NO GUARANTEE

I understand that the Attorneys cannot guarantee the result or the outcome of the lawsuit.

CONFIDENTIALITY

I understand that it is very important that I maintain the confidentiality of this engagement agreement and all communication with the Attorneys.

BINDING CONTRACT, ENTIRE AGREEMENT

I understand that the fees specified herein are not set by law and are negotiable. With that understanding, I am entering into this agreement freely and voluntarily.

I understand that once I and the Attorneys have signed this agreement, it becomes a binding contract between me and the Attorneys.

I acknowledge and agree that this contract states all terms of our agreement. There are no other unstated terms, representations, or conditions.

I and the Attorneys agree that this contract may be modified *only* by a writing signed by *all* of us. I and the Attorneys agree that this contract may not be modified unilaterally, orally, or by any party's conduct.

I understand that it is important to read this agreement carefully and call the Attorneys to discuss any questions that I have and I acknowledge that I have been advised that I have the right to consult with another lawyer or advisor before I sign this agreement.

I acknowledge that this letter accurately reflects my understanding of the attorney-client relationship with the Attorneys and hereby approve and accept the terms herein by signing below.

EFFECTIVE DATE

This Engagement Agreement shall be effective from and after the latest date signed below.

Dated: August 11, 2021

KANTOR & KANTOR, LLP

By: ______________________

Elizabeth Hopkins
19839 Nordhoff Street
Northridge, CA 91324
Tel. (818) 886-2525
Fax (818) 350-6272
EHopkins@kantorlaw.net

(Continued on next page)

I have read and understand the terms of this agreement. I understand that it is a binding contract, and I am obligated to abide by its terms.

Dated: 08-03-2021

CLIENT: VICTOR YUSTMAN

By: [signature]
Victor Yustman

DUTIES OF A CLASS REPRESENTATIVE

Class representatives represent the interests of *all* members of the class. The class usually consists of all persons who are similarly situated with respect to a common course of conduct or practice; in other words, all those persons who are affected by the conduct being challenged.

Class representatives have claims that are typical of those of the class. For example, as a class representative, your claims in the subject lawsuit are basically the same as each class member's claims against this company.

You have fiduciary obligations to the class. This means that you must consider the interests of class members as if they were yours. In some cases, you must put the interests of the class ahead of your own interests.

Class representatives must actively participate in the lawsuit by, among other things, answering interrogatories, producing documents to the defendants, and giving deposition and trial testimony if requested. You may be required to travel to give this testimony.

Class representatives recognize and accept that the court must approve of any resolution of the lawsuit, whether by dismissal or by settlement. Any resolution must be in the best interest of the entire class, not just the class representatives.

Class representatives must remain generally informed about the lawsuit's progress and be generally familiar with what is happening in the litigation.

Because of the important of the case, class representatives volunteer to represent many other people with similar claims and injuries. Class actions are an important tool to compel compliance with the law even where an individual's losses might be relatively small.

The court might award the named class representatives an additional sum to compensate them for their additional efforts as class representatives. The court decides whether to make this award, and unless the court makes such an award, you will be entitled only to your share as a class member.

I have reviewed and acknowledge my duties as a class representative, and I agree to serve as a class representative.

Dated: 08-03-2021

CLASS REPRESENTATIVE:
CLIENT: VICTOR YUSTMAN

By: Victor Yustman
Victor Yustman

EXHIBIT E

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RETAINER AGREEMENT FOR CLASS ACTION LAWSUIT

Subject to the following terms and conditions, I, Victor Yustman, hereby retain Kantor & Kantor, LLP, The Civil Litigation Clinic at Chicago-Kent School of Law's C-K Law Group, Keller Rohrback, LLP, and DeBofsky Sherman Casciari Reynolds P.C. (collectively, "Attorneys") to provide the legal services on the terms set forth below. This Agreement replaces and supersedes my previous agreement with Kantor & Kantor, LLP.

SCOPE OF REPRESENTATION

I hereby retain the Attorneys to represent me in the action titled *Hoffman, et al. v. United Airlines, Inc.*, No. 21-cv-06395 (N.D. Ill.) (the "Lawsuit") in pursuit of claims arising from United's failure to pay and/or provide certain enhanced benefits to retirees if United offered a package of such pay and/or benefits within 36 months of their retirements.

I have read the agreement among the Attorneys with regard to their division of fees in the event of a recovery in this action, and by signing this Agreement, I consent to that arrangement.

I have not retained the Attorneys to represent me in any other matters, and the Attorneys have not agreed to represent me in any other matters. If I want the Attorneys to represent me in other matters, I understand that will be the subject of another, separate retainer agreement.

If there is an adverse judgment in the Lawsuit by the District Court, I understand that no appeal shall be taken without both my consent and the consent of the Attorneys. In the event of an appeal, both I and the Attorneys agree to attempt to negotiate a new agreement regarding fees and costs which shall be supplementary to this agreement. I understand that this agreement creates no obligation on either myself or the Attorneys concerning any appeal.

THE PARTIES' DUTIES

Attorneys' Duties

The Attorneys shall provide the legal services reasonably required to prosecute the lawsuit as a class action. The Attorneys shall take the steps reasonably necessary to keep me informed of progress and to respond to my questions and concerns.

Your Duties as Client and Class Representative

I understand that the Attorneys have filed the lawsuit as a class action on behalf of similarly situated former United Airlines employees and that pursuant to my previous Agreement with Kantor & Kantor, LLP, I have been named as a representative of the Class. As a named class representative, I understand that I represent my own interests *and* the interests of other similarly situated individuals. As a class representative, I agree, as more fully set out in attached

"Attachment A -- Duties of a Class Representative," to be reasonably available to confer with the Attorneys, to provide the Attorneys with all documents and information that I possess or control relating to the matter and the claims, to disclose to the Attorneys all the facts and circumstances of which I am aware, to cooperate in preparing discovery, to be available to give deposition testimony, and if necessary, to be available to testify at trial. Should there be any change in my contact information (including mailing address, email address, and telephone number), I will notify the attorneys promptly.

ATTORNEYS' FEES

This is a contingent fee representation. I understand I will not be responsible for attorneys' fees regardless of the outcome of this case. At the conclusion of the case, the Attorneys will apply to the Court for an award of fees, which will be paid either (a) out of money or benefit obtained for the Class (or other participants) as a result of judgment or settlement; or (b) from an award made by the Court against one or more Defendants. An award of fees might be as much as 33-1/3% to 40% of any settlement fund or judgment, although the amount actually awarded is within the Court's sole discretion.

In the event this matter does not proceed as a class action, but rather as an individual case, I agree that the Attorneys shall recover all their costs, and in addition, their fees in the amount of the greater of the full amount of attorneys' fees awarded by the Court or agreed to by Defendants as part of a settlement, or forty percent (40%) of any recovery or settlement.

COSTS AND EXPENSES

The Attorneys will advance all costs and expenses of the litigation. Expenses will be reimbursed to Attorneys at the conclusion of the litigation, but only in the event there is a recovery and only as awarded by the Court. I understand I will not be responsible for attorneys' costs and expenses regardless of the outcome of this case and will not be responsible for Defendants' costs should the Court order me to pay those costs. In that unlikely event, the Attorneys will pay Defendants' costs.

ASSOCIATION OF OTHER ATTORNEYS

The Attorneys may in their discretion, determine that it is advisable to associate in, or co-counsel with other law firms to assist in the prosecution of the lawsuit. If such association occurs, the Attorneys shall so advise me, inform me of the terms of any agreement among co-counsel with regard to attorneys' fees or costs, and obtain my written assent to such agreement.

There will be no additional expense to me in the event that any other attorney is associated unless I so agree.

RETENTION OF EXPERTS AND INVESTIGATORS

The Attorneys may at their sole discretion retain on my behalf and that of the Class any expert or investigator whose services the Attorneys feel is necessary for the evaluation or prosecution of any of the claims within the scope of the lawsuit. The fees and expenses associated with the retention of any expert or investigator shall constitute costs within the "Costs and Expenses" paragraph above.

TERMINATION AND WITHDRAWAL

I understand I have the right to terminate this agreement at any time by giving the Attorneys reasonable notice (in writing) of at least 30 calendar days. The Attorneys have the right to terminate representation by giving me reasonable notice (in writing) of at least 30 calendar days if I fail to cooperate with them or follow their advice, if the Attorneys determine that continuing to represent me would be unethical, impractical, or improper, or if the matter is not certified as a class action.

NO GUARANTEE

I understand that the Attorneys cannot guarantee the result or the outcome of the lawsuit.

CONFIDENTIALITY

I understand that it is very important that I maintain the confidentiality of this retainer agreement and all communication with the Attorneys. I understand that I cannot disclose any confidential communications with the Attorneys on social media or elsewhere.

PUBLICITY

I agree not to make any statements to the media or the public about the case without first consulting with and obtaining the advice of the Attorneys. This includes internet postings and blogs, including, but not limited to, Facebook, Google+, TikTok, Twitter, Instagram, LinkedIn, and other social media sites

BINDING CONTRACT, ENTIRE AGREEMENT

I understand that the fees specified herein are not set by law and are negotiable. With that understanding, I am entering into this agreement freely and voluntarily.

I understand that once I and the Attorneys have signed this agreement, it becomes a binding contract between me and the Attorneys.

I acknowledge and agree that this contract states all terms of our agreement. There are no other unstated terms, representations, or conditions.

I and the Attorneys agree that this contract may be modified *only* by a writing signed by *all* of us. I and the Attorneys agree that this contract may not be modified unilaterally, orally, or by any party's conduct.

I understand that it is important to read this agreement carefully and call the Attorneys to discuss any questions that I have.

I acknowledge that this Agreement accurately reflects my understanding of the attorney-client relationship with the Attorneys and hereby approve and accept the terms herein by signing below.

EFFECTIVE DATE

This Retainer Agreement may be executed in counterparts and shall be effective from and after the latest date signed below.

If you agree to the terms of the agreement set forth above, please sign the enclosed copy of this letter and Attachment A and return it to me.

Dated:_______________

KANTOR & KANTOR, LLP

____
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ehopkins@kantorlaw.net

THE CIVIL LITIGATION CLINIC AT
CHICAGO-KENT SCHOOL OF LAW'S
C-K LAW GROUP

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jfranklin5@kentlaw.iit.edu

I and the Attorneys agree that this contract may be modified *only* by a writing signed by *all* of us. I and the Attorneys agree that this contract may not be modified unilaterally, orally, or by any party's conduct.

I understand that it is important to read this agreement carefully and call the Attorneys to discuss any questions that I have.

I acknowledge that this Agreement accurately reflects my understanding of the attorney-client relationship with the Attorneys and hereby approve and accept the terms herein by signing below.

EFFECTIVE DATE

This Retainer Agreement may be executed in counterparts and shall be effective from and after the latest date signed below.

If you agree to the terms of the agreement set forth above, please sign the enclosed copy of this letter and Attachment A and return it to me.

Dated:_______________

KANTOR & KANTOR, LLP

____

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DEBOFSKY SHERMAN CASCIARI
REYNOLDS P.C.

____
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(312) 929-0309 (Fax)
mdebofsky@debofsky.com

I have read and understand the terms of this agreement. I understand that it is a binding contract, and I am obligated to abide by its terms.

Dated: 06-30-2022

CLIENT: VICTOR YUSTMAN

By: Victor Yustman
VICTOR YUSTMAN

KELLER ROHRBACK L.L.P.

____
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(312) 929-0309 (Fax)
mdebofsky@debofsky.com

I have read and understand the terms of this agreement. I understand that it is a binding contract, and I am obligated to abide by its terms.

Dated: 06-30-2022

CLIENT: VICTOR YUSTMAN

By: [signature]
VICTOR YUSTMAN

ATTACHMENT "A" – DUTIES OF CLASS REPRESENTATIVES

1. A class representative represents the interests of all members of his class in litigation to recover losses, damages, or other relief for the class.

2. A class member has claims which are typical of those of the class, and thus involve common issues of law or of fact. For example, as a class representative, your claims against the defendants are typical of the class claims against them, because all participants and beneficiaries of the Plans have been subjected to the same unlawful practice.

3. A class representative always considers the interests of the class just as he would consider his own interests.

4. With the assistance of his lawyers, a class representative participates actively in the lawsuit, such as by testifying at deposition and trial, and answering written interrogatories, and by keeping generally aware of the status and progress of the lawsuit.

5. A class representative recognizes and accepts that any resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be determined to be in the best interests of the class as a whole.

6. A class representative is not required to be particularly sophisticated or knowledgeable with respect to the subject of the lawsuit. However, he should be interested, on a continuous basis, in the progress of the lawsuit, and must make every effort to provide his lawyers and the court with all relevant facts of which he is aware.

7. A class representative volunteers to represent many other people with similar claims, because he believes that it is important that all benefit from the lawsuit equally; because he believes that a class lawsuit will save time, money, and effort, and thus will benefit all parties, the class, and the court; and because he believes that the class action is an important tool to assure compliance with the law.

8. As a class member you may recover along with all class members in a recovery obtained by the class. In addition, you may receive an incentive award for your time and effort in serving as a class representative, which usually does not exceed $25,000. Such an incentive award is at the sole discretion of the Court.

I have reviewed and acknowledge my duties as a class representative.

Date: 06-30-2022

VICTOR YUSTMAN

EXHIBIT F

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 G

Expense Category	**Total Amount – Kantor & Kantor, LLP**	
Federal Express / Local Courier	$	197.17
Postage Charges		
Facsimile Charges		
Long Distance Charges		
In-House Photocopying		
Outside Photocopying	$	230.09
Hotels	$	1,913.35
Meals	$	650.37
Mileage		
Air Travel	$	1,363.82
Deposition Costs		
Lexis/Westlaw/PACER		
Witness and Expert Expenses		
Court Fees	$	1,600.00
Investigation Fees / Service Fees	$	42.65
Hearing and Trial Transcripts		
Ground Transportation	$	273.00
Miscellaneous		
E-Discovery Platform	$	4,184.19
Mediation	$	14,597.02
TOTAL EXPENSES – KANTOR & KANTOR, LLP	**$**	**25,051.66**