

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

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

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Judge John J. Tharp, Jr.

ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

This case involves claims seeking promised benefits or other appropriate equitable relief to remedy violations of Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001, *et seq.* (“ERISA”), as well as other statutory breaches, or, in the alternative, a claim for a breach of contract under state law. The claims are fully set forth in the Second Amended Consolidated Class Action Complaint. ECF No. 54. A Class Action Settlement Agreement was fully executed as of December 18, 2025 (the “Settlement Agreement”). The Settlement Agreement

is attached to, and constitutes a part of, this Order. All terms used herein shall have the same meanings as set forth in the Settlement Agreement unless otherwise indicated.

The Court entered an Order Preliminarily Approving the Class Action Settlement Agreement (“Preliminary Approval Order”) on May 14, 2026. This Court held a Fairness Hearing on September 1, 2026, and heard oral arguments on the Parties’ Joint Motion for Final Approval of Settlement Agreement (“Motion”) to determine whether to give final approval of the proposed Settlement.

Due and adequate notice having been given to the Settlement Class as required in the Order, and the Court having considered the Settlement Agreement, all papers filed and proceedings held herein, and good cause appearing therefore, IT IS HEREBY ORDERED as follows:

1. The Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1) over the subject matter of this lawsuit and all Parties to the lawsuit, including all members of the Settlement Class.

2. Venue before the Court is proper pursuant to 29 U.S.C. § 1132(e)(2).

3. The Class this Court previously certified in its Preliminary Approval Order is hereby finally certified for settlement purposes under Federal Rule of Civil Procedure 23(b)(2) and/or (b)(1). The Class consists of:

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

4. The Court finds that the Settlement Class meets all requirements of Federal Rule of Civil Procedure 23(a) for certification of the class claims alleged in the Complaint, including (a) numerosity; (b) commonality; (c) typicality; and (d) adequacy of the class representative and

Class Counsel. The Court finds that the requirements of Federal Rule of Civil Procedure 23(b)(2) have been met.

5. Pursuant to Federal Rule of Civil Procedure 23(a), the Court finds that class representatives Plaintiffs Micheal (Susie) Hoffman, the Estate of Margaret Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria Deglauve, Ron Ozaki, Ernest Hewson, Donna Loucks, Roxann Merlini, Jo Gawler, and Robert Kearney are members of the Settlement Class, their claims are typical of those of the Settlement Class, and they fairly and adequately protected the interests of the Settlement Class throughout the proceedings in this lawsuit. Accordingly, the Court hereby appoints these Named Plaintiffs as the Settlement Class Representatives.

6. Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1), the Court finds that Class Counsel have fairly and adequately represented the Settlement Class for purposes of entering into and implementing the Settlement, and thus, hereby appoints Kantor & Kantor, LLP, The Civil Litigation Clinic at Chicago-Kent School of Law, Keller Rohrback L.L.P., and DeBofsky Law, Ltd, as Class Counsel to represent the members of the Settlement Class.

7. The appointment of Class Counsel and the appointment of the Settlement Class Representatives are fully and finally confirmed.

8. In the Order for Preliminary Approval, the Court directed that the Class Notice (Exhibit 1 to the Preliminary Approval Motion. ECF No. 117-03) be directed to Settlement Class members by email and, if no email address is available, by first-class U.S. mail. In total, 9,386 distributions of the class notice were made – 6,592 copies of the Class Notice were sent by email, and a further 2,794 copies of the class notice were distributed by first-class U.S. Mail. The Class Notice was also posted on the Settlement website: <https://hoffmansettlement.com/>. The Court finds

that this distribution complied with its direction in the Order for Preliminary Approval. ECF No. 123 ¶ 6.

9. The Court finds that the Class Notice fairly and adequately provided information to the Settlement Class regarding, among other things: (1) the nature of the claims asserted in the Action; (2) the scope of the Settlement Class; (3) the terms and effect of the Settlement Agreement; (4) Settlement Class members' right to object to the Settlement and the deadline for doing so; (5) all claims released; (6) the identity of Class Counsel and the amount of attorneys' fees and expense reimbursements to be sought in connection with the Settlement; (7) the amount sought as Service Awards; (8) the date, time, and location of the Fairness Hearing; and (9) Settlement Class members' rights to appear at the Fairness Hearing.

10. Notice pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"), was sent by the Settlement Administrator on April 30, 2026. The Court finds that the parties complied with the requirements of CAFA.

11. The Court finds after the Fairness Hearing, and based upon all submissions of the Parties and interested persons, that the Parties' proposed Settlement is fair, reasonable, and adequate. The Court also finds that the proposed Settlement is consistent with and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, and the United States Constitution, and other applicable law. In so finding, the Court has considered and found that:

- a. The terms and provisions of the Settlement were entered into by experienced counsel and only after extensive, arm's-length negotiations conducted in good faith and with the assistance of a mediator from the Seventh Circuit Court of Appeals following dismissal of the Second Amended Complaint in its entirety. The Settlement is not the result of collusion.
- b. The Settlement eliminates risks to the Parties of continued litigation.
- c. The Settlement treats Settlement Class members equitably relative to each other.
- d. Approval of the Settlement will result in substantial savings of time, money and effort for the Court and the Parties, and will further the interests of justice.

12. Accordingly, the Settlement shall be and hereby is approved, and the Settlement Agreement is made a part of this Approval Order.

13. The Plan of Allocation contained in the Settlement Agreement is approved as fair and reasonable, and Class Counsel are directed to arrange for the administration of the Settlement in accordance with its terms and provisions.

14. Any portion of the Settlement Fund that remains after (a) payments to each Class Member, (b) payment of all Court-approved Attorneys' Fees, Litigation Expenses, Named Plaintiff Awards, and any other Court-approved deductions, and (c) the expiration or Administration Expenses, voiding of all settlement checks issued to Class Members, will constitute the Residual Funds. If the total amount of Residual Funds is greater than \$100,000.00 (the "De Minimis Threshold"), then the Residual Funds shall be redistributed on a pro rata basis to Settlement Class Members who cashed their checks in the initial distribution. The Parties and the Settlement Administrator will not be required to make a further distribution if doing so would be administratively impracticable or economically infeasible. If the total amount of Residual Funds

is less than or equal to the De Minimis Threshold, or if a further distribution would be administratively impracticable or economically infeasible, then remaining Residual Funds shall be used to reimburse United for its share of fees and expenses charged by the Settlement Administrator. If any Residual Funds remain after distribution to United for defraying administrative costs, then the remaining Residual Funds shall be paid as a Cy Pres Award, subject to Court approval, to a non-profit organization agreed upon by the Parties.

15. All members of the Settlement Class are bound by this Judgment and by the terms of the Settlement.

16. The Released Parties are released from the Released Claims as defined in the Settlement Agreement.

17. Plaintiffs, Plaintiffs' Counsel, and the class are released from claims related to the prosecution of this action, as provided in the Settlement Agreement.

18. The action against Defendants is dismissed with prejudice.

19. Class Counsel is awarded attorneys' fees in the amount of one-third of the Settlement Fund, but not to exceed one-third of the Cash Settlement Amount.

20. Litigation expenses in the amount of \$30,954.37 are granted and are to be deducted from the Cash Settlement Fund.

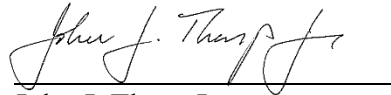
21. This Court approves payment of 50% of the costs of administration of the settlement, to be deducted from the Cash Settlement Fund.

22. This Court approves the payment of an award of \$10,000 to each Named Plaintiff as a service award to be deducted from the Cash Settlement Fund.

23. This Court shall retain jurisdiction with regard to: (i) implementation of the Settlement Agreement; (ii) disposition of the Settlement Fund and distributions from the

Settlement Fund; (iii) any disputes about the allocation of Attorneys' Fees and Expenses among Plaintiff's Counsel; and (iv) enforcement and administration of the Settlement Agreement, including the non-monetary terms.

Dated: September 1, 2026



John J. Tharp Jr.
United State District Judge

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

MICHEAL (SUSIE) HOFFMAN, JUDITH
DUPOUX, ON BEHALF OF THE ESTATE OF
MARGARETT ROUMAIN, GREGORY
FRANK, VICTOR YUSTMAN, VICTORIA
FELLOWS, MARIA DEGLAUVE, RON
OZAKI,
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UNITED AIRLINES, INC., UNITED
AIRLINES 36-MONTH SUPPLEMENTAL
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PROGRAM 2 (VSP2), UNITED AIRLINES
FRONTLINE VOLUNTARY SEPARATION
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AIRLINES CONSOLIDATED WELFARE
BENEFIT PLAN, and UNITED AIRLINES
RETIREE MEDICAL PROGRAM,

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharp, Jr.

CLASS ACTION SETTLEMENT AGREEMENT

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. DEFINITIONS

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

Dkt. No. 59, Ex. A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NN. “United” means United Airlines, Inc.

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

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

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

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

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

II. CLASS CERTIFICATION

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

III. CLASS NOTICE

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

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

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

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

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

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

IV. NON-MONETARY SETTLEMENT TERMS

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

V. ESTABLISHMENT AND FUNDING OF SETTLEMENT FUND

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

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

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

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

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

VI. DISTRIBUTIONS FROM THE SETTLEMENT FUND

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

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

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

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

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

VII. **PLAN OF ALLOCATION**

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

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

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

VIII. SETTLEMENT ADMINISTRATION

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

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

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

- d. Respond to questions from Class Members or refer Class Members to Class Counsel for responses;
- e. Maintain and staff a toll-free phone number and a web site until six (6) months after distributions of the Settlement Fund have been made to Class Members;
- f. File with the Court a declaration confirming distribution of the CAFA Notice and compliance with the Class Notice procedures ordered by the Court;
- g. Determine for purposes of allocation of the Net Settlement Amount, subject to the approval by the Court, whether persons claiming that they are Class Members have sufficiently established their status as such, and send notice of determinations or adjudications to those persons;
- h. Calculate the amount of the Net Settlement Amount to be allocated to each Class Member entitled to payment from the Net Settlement Amount by name and amount;
- i. Distribute payments of the settlement proceeds to Plaintiffs, to Class Counsel, and to Class Members, consistent with instructions from Class Counsel and the Court-approved Plan of Allocation;
- j. Monitor the Qualified Settlement Fund and file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitations the returns described in Treas. Reg. Section 1.468B-2(k));
- k. Ensure that Class Data is used solely for the administration of this Settlement and is shared only with any persons or entities employed by the Settlement Administrator or for purposes of the administration of this Settlement. Because the list contains personal information, the Settlement Administrator shall maintain the list securely and in

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

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

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

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

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

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

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

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

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

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

X. NO ADMISSION OF WRONGDOING OR INFIRMITY OF CLAIMS

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

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

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

XI. SETTLEMENT APPROVAL PROCESS

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

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

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

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

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

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

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

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

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

XII. CONDITIONS OF SETTLEMENT

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

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

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

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

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

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

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

g. The Final Approval Order becomes Non-Appealable.

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

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

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

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

XIII. RESTRICTIONS ON DEFENDANTS' CONTACT WITH CLASS MEMBERS

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

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

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

XIV. ISSUANCE OF CAFA NOTICE

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

XV. RELEASES

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

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

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

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

4. **Release of Unknown Claims.** Upon the Final Approval Order becoming Non-Appealable, Plaintiffs and all Class Members shall: (a) be conclusively deemed to settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including Section 1542 of the California Civil Code, which provides: A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party; and (b) waive any and all provisions, rights, and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable, or equivalent in substance to Section 1542 of the California Civil Code.

XVI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

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

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

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

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

XVII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

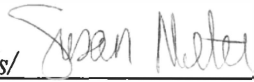
14. **Final and Complete Resolution.** The Settling Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to this Action. The Settling Parties agree that the amount paid to the Settlement Fund and the other terms of the Settlement Agreement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

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

Dated: December 18, 2025

Dated: DECEMBER 4, 2025

Agreed to by:

/s/ 

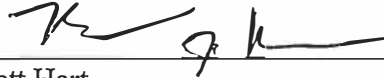
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On Behalf of Plaintiffs and the Class

/s/ 

Brett Hart
President – United Airlines
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On behalf of Defendants