

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

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

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharp, Jr.

**PLAINTIFFS' UNOPPOSED MOTION FOR INDICATIVE RULING
UNDER FED. R. CIV. P. 62.1**

Plaintiffs Micheal (Susie) Hoffman, Judith Dupoux on behalf of the Estate of Margarett Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria DeGlaube, Ron Ozaki, Ernest Hewson, Donna Loucks, Roxann Merlini, Jo Gawler, and Robert Kearney, by and through their attorneys of record, hereby timely move for an indicative ruling in accordance with Federal Rules of Civil Procedure 62.1 based on a settlement agreement reached by the parties during appeal to the Seventh Circuit Court of Appeals prior to the issuance of a judgment by the Court of Appeals.

There is no opposition to this motion. This Motion is based on this Notice of Motion, Memorandum of Points and Authorities in Support of this Motion, Declarations, Exhibits and all papers and pleadings on file with this Court.

WHEREFORE, Plaintiffs pray that this Court grant this Motion and issue an indicative ruling stating that it is inclined to grant preliminary approval of the proposed settlement in the event the case is remanded by the Seventh Circuit Court of Appeals.

Dated: March 11, 2026

Respectfully Submitted,

/s/ Susan L. Meter

Susan L. Meter

Attorney for Plaintiffs

<p>Susan L. Meter (<i>admitted pro hac</i>) Samantha L. Brener (<i>admitted pro hac</i>) Kantor & Kantor, LLP 9301 Corbin Ave., Suite 1400 Northridge, CA 91324 (818) 886-2525 (Phone) (818) 350-6272 (Fax) smeter@kantorlaw.net sbrener@kantorlaw.net</p>	<p>Mark D. DeBofsky DeBofsky Law Ltd. 2 North Riverside Plaza, Suite 1420 Chicago, IL 60606 (206) 681-2581 (Phone) (312) 929-0309 (Fax) mdebofsky@debofsky.com</p>
<p>Jamie S. Franklin ARDC No. 6242916 The Civil Litigation Clinic at Chicago-Kent School of Law 565 West Adams Street, Suite 600 Chicago, IL 60661 (312) 906-5048 (Phone) (312) 906-5299 (Fax) jfranklin5@kentlaw.iit.edu</p>	<p>Jeffrey Lewis (<i>admitted pro hac</i>) Keller Rohrback L.L.P. 180 Grand Avenue, Suite 1380 Oakland, CA 94612 (510) 463-3900 (Phone) (510) 463-3901 (Fax) jlewis@kellerrohrback.com</p>

CERTIFICATE OF SERVICE

The undersigned certifies that on March 11, 2026, pursuant to Fed. R. Civ. P. 5 and LR 5.5, a true and correct copy of the foregoing:

PLAINTIFFS' UNOPPOSED MOTION FOR INDICATIVE RULING UNDER FED. R. CIV. P. 62.1

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED RULE 62.1 MOTION FOR INDICATIVE RULING

DECLARATION OF SUSAN L. METER IN SUPPORT OF PLAINTIFFS' UNOPPOSED RULE 62.1 MOTION FOR INDICATIVE RULING

were 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

Attorney for Plaintiffs

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

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

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharp, Jr.

**MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFFS' UNOPPOSED RULE 62.1 MOTION FOR INDICATIVE RULING**

On May 1, 2025, this Court issued a ruling in this matter granting Defendants' motion to dismiss. ECF No. 102. A final judgment was entered on May 15, 2025. ECF No. 48. Plaintiffs filed a timely notice of appeal on May 28, 2025. ECF No. 106. The appeal remains pending with the U.S. Court of Appeals for the Seventh Circuit; however, the parties reached an agreement to settle this matter prior to submitting briefs to the Court of Appeals and receiving a ruling.

With this memorandum of law, and based on the parties' settlement agreement, Plaintiffs have concurrently filed a motion with this Court pursuant to Fed. R. Civ. P. 62.1 for an indicative ruling on a joint motion for preliminary approval. For the following reasons, this Court should find that it would grant the motion for preliminary approval if the Court of Appeals remands the matter pursuant to Fed. R. App. P. 12.1 in order for this court to approve the settlement reached by the parties. Defendants do not object to this motion.

Facts

This matter involves a class action brought by Plaintiffs against United Airlines and other Defendants in relation to certain benefits. Defendants moved to dismiss Plaintiffs' Complaint, and the Court granted that motion on May 1, 2025. ECF No. 102. A judgment was subsequently entered dismissing the Complaint with prejudice on May 15, 2025. ECF No. 105. Plaintiffs filed a timely notice of appeal. ECF No. 106. Before briefing and disposition of the case by the Court of Appeals, the parties participated in a mediation conducted under the auspices of the Circuit Mediation Program of the U.S. Court of Appeals for the Seventh Circuit and agreed to settle this matter subject to this Court's approval. The parties are memorializing the agreement and will submit a motion for preliminary approval promptly upon remand.

Since this Court was divested of jurisdiction following the filing of a Notice of Appeal, the Plaintiffs seek to utilize Fed. R. Civ. P. 62.1 and Fed. R. App. Proc. 12.1 to re-vest this Court with jurisdiction so that the Court can approve the settlement agreed upon by the parties.

Rule 62.1

Rule 62.1 provides a mechanism to re-vest this Court with the necessary jurisdiction. Rule 62.1 provides:

- (a) Relief Pending Appeal. If a timely motion is made for relief that the court lacks authority to grant because of an appeal that has been docketed and is pending, the

court may: (1) defer considering the motion; (2) deny the motion; or (3) state either that it would grant the motion if the court of appeals remands for that purpose or that the motion raises a substantial issue.

(b) Notice to the Court of Appeals. The movant must promptly notify the circuit clerk under Federal Rule of Appellate Procedure 12.1 if the district court states that it would grant the motion or that the motion raises a substantial issue.

(c) Remand. The district court may decide the motion if the court of appeals remands for that purpose.

Under Rule 62.1(a), the Plaintiffs seek a finding from the Court that it would grant the preliminary approval motion if the Court of Appeals remands this matter for that purpose. This finding will enable the Seventh Circuit to issue a limited remand under Fed. R. App. P. 12.1 so that this Court can supervise notice, fairness, and approval proceedings under Rule 23(e), while the appeal remains otherwise docketed.

There is no opposition to this motion.

Conclusion

For the foregoing reasons, the Court should issue an indicative ruling stating that it is inclined to grant preliminary approval of the proposed settlement in the event the case is remanded by the Seventh Circuit.

Dated: March 11, 2026

Respectfully Submitted,

/s/ Susan L. Meter

Susan L. Meter

Attorney for Plaintiffs

Susan L. Meter (<i>admitted pro hac</i>) Samantha L. Brener (<i>admitted pro hac</i>) Kantor & Kantor, LLP 9301 Corbin Ave., Suite 1400 Northridge, CA 91324 (818) 886-2525 (Phone) (818) 350-6272 (Fax) smeter@kantorlaw.net sbrener@kantorlaw.net	Jamie S. Franklin ARDC No. 6242916 The Civil Litigation Clinic at Chicago-Kent School of Law 565 West Adams Street, Suite 600 Chicago, IL 60661 (312) 906-5048 (Phone) (312) 906-5299 (Fax) jfranklin5@kentlaw.iit.edu
--	--

<p>Jeffrey Lewis (<i>admitted pro hac</i>) Keller Rohrback L.L.P. 180 Grand Avenue, Suite 1380 Oakland, CA 94612 (510) 463-3900 (Phone) (510) 463-3901 (Fax) jlewis@kellerrohrback.com</p>	<p>Mark D. DeBofsky DeBofsky Law Ltd. 2 North Riverside Plaza, Suite 1420 Chicago, IL 60606 (206) 561-4040 (Phone) (312) 929-0309 (Fax) mdebofsky@debofsky.com</p>
---	--

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

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

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharpe, Jr.

**DECLARATION OF SUSAN L. METER IN SUPPORT OF PLAINTIFFS' UNOPPOSED
RULE 62.1 MOTION FOR INDICATIVE RULING**

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

1. I am a Senior Partner with the law firm of Kantor & Kantor, LLP, and co-counsel for Plaintiffs in this action.
2. I file this declaration in support of Plaintiffs' Unopposed Rule 62.1 Motion for Indicative Ruling.

3. Attached hereto as Exhibit A is a draft of the Parties' Joint Motion for Preliminary Approval of Settlement Agreement and Class Notice.

4. Attached hereto as Exhibit B is a draft of a Memorandum of Support of the Parties' Joint Motion for Preliminary Approval of Settlement Agreement and Class Notice.

5. Attached hereto as Exhibit C is a draft Declaration of Susan L. Meter in Support of the Parties' Joint Motion for Preliminary Approval of the Settlement Agreement and Class Notice. Included in Exhibit C are two Exhibits to the draft of Parties' Motion for Preliminary Approval of Settlement Agreement and Class Notice: Exhibit A – a copy of the settlement agreement between the parties, and Exhibit B – a Draft Notice of Proposed Settlement of Class Action Litigation, Final Approval Hearing Concerning Settlement, and Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives Incentive Award.

6. Attached hereto as Exhibit D is a draft Declaration of Samantha L. Brener in Support of the Parties' Joint Motion for Preliminary Approval of the Settlement Agreement and Class Notice.

7. Attached hereto as Exhibit E is a draft Declaration of Jamie Franklin in Support of the Parties' Joint Motion for Preliminary Approval of the Settlement Agreement and Class Notice.

8. Attached hereto as Exhibit F is a draft Declaration of Mark DeBofsky in Support of the Parties' Joint Motion for Preliminary Approval of the Settlement Agreement and Class Notice.

9. Attached hereto as Exhibit G is a draft Declaration of Jeffrey Lewis in Support of the Parties' Joint Motion for Preliminary Approval of the Settlement Agreement and Class Notice.

10. Attached hereto as Exhibit H is a draft Proposed Order re Parties' Joint Motion for Preliminary Approval of the Settlement Agreement and Class Notice.

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

Executed this 11th day of March, 2026, at San Diego, California.

/s/ Susan L. Meter
Susan L. Meter

EXHIBIT A

**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 DEGLAUVÉ, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER, and ROBERT KEARNEY

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharp, Jr.

**PARTIES' JOINT MOTION FOR PRELIMINARY APPROVAL
OF SETTLEMENT AGREEMENT AND CLASS NOTICE**

The parties hereby jointly ask the Court to enter an order: (1) preliminarily approving the Settlement Agreement attached to the Declaration of Susan L. Meter in Support of the Parties' Joint Motion for Preliminary Approval of Settlement Agreement and Class Notice as Exhibit A; (2) conditionally certifying the proposed class for settlement purposes only; (3) designating 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 as Class Representatives; (4) designating Plaintiffs' attorneys as Class Counsel; (5) approving the Proposed Class Notice attached to the Declaration of Susan L. Meter as Exhibit B; (6) setting a date for a final fairness hearing; and (7) entering the accompanying Preliminary Approval Order.

This motion is made pursuant to Federal Rule of Procedure 23(e) and is based on Plaintiffs' accompanying Memorandum of Law, authorities cited therein, exhibits attached thereto (including the Settlement Agreement) and pleadings and papers on file in this case.

Dated: _____

Respectfully Submitted,

/s/ DRAFT

Susan L. Meter (*admitted pro hac*)
Samantha L. Brener (*admitted pro hac*)
Kantor & Kantor, LLP
9301 Corbin Avenue, Suite 1400
Northridge, CA 91324
(818) 886-2525 (Phone)
(818) 350-6272 (Fax)
smeter@kantorlaw.net
sbrener@kantorlaw.net

Mark D. DeBofsky
DeBofsky Law, Ltd.
2 N. Riverside Plaza - Ste. 1420
Chicago, IL 60606
(206) 681-2581 (Phone)
(312) 929-0309 (Fax)
mdebofsky@debofsky.com

Jamie S. Franklin
ARDC No. 6242916
The Civil Litigation Clinic at
Chicago-Kent School of Law
565 West Adams Street, Suite 600
Chicago, IL 60661
(312) 906-5048 (Phone)
(312) 906-5299 (Fax)
jfranklin5@kentlaw.iit.edu

/s/ DRAFT

Brian D. Boyle
M. Tristan Morales
Shannon M. Barrett (*admitted pro hac*)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006
(202) 383-5300 (Phone)
(202) 296-8061 (Fax)
bboyle@omm.com
tmorales@omm.com
sbarrett@omm.com

Marnie A. Holz
Greenspoon Marder LLP
227 West Monroe Street, Suite 3950
Chicago, IL 60606
(773) 395-1623 (Phone)
(954) 771-9264 (Fax)
marnie.holz@gmlaw.com

Attorneys for Defendants

Jeffrey Lewis (*admitted pro hac*)
Keller Rohrback L.L.P.
180 Grand Avenue, Suite 1380
Oakland, CA 94612
(510) 463-3900 (Phone)
(510) 463-3901 (Fax)
jlewis@kellerrohrback.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned certifies that on _____, 2026, pursuant to Fed. R. Civ. P. 5 and LR 5.5, a true and correct copy of the foregoing **PARTIES' JOINT MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT AND CLASS NOTICE** 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/ DRAFT

[Name of filing attorney]

Attorney for [Plaintiffs/Defendants]

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 DEGLAUE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER and ROBERT KEARNEY,

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

The Honorable John J. Tharpe, Jr.

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THE PARTIES'
JOINT MOTION FOR PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT AND CLASS NOTICE**

TABLE OF CONTENTS

I. FACTUAL AND PROCEDURAL BACKGROUND..... 1

 A. Plaintiffs’ Allegations 1

 B. Procedural History 4

 C. Settlement Negotiations 5

II. THE PROPOSED SETTLEMENT 6

 A. The Settlement Fund 6

 B. Proposed Allocation Plan..... 7

 C. Non-Monetary Settlement Terms 8

 D. Proposed Class Notice and Settlement Administrator 8

 1. Class Notice 8

 2. The Settlement Administrator’s Additional Duties 9

 E. Releases..... 10

 F. Named Plaintiff Awards 11

 G. Attorneys’ Fees and Costs 11

 H. Implementing the Settlement 11

 1. Remand from the Court of Appeals 11

 2. Preliminary Approval Order 12

 I. Class Certification..... 12

 J. Final Approval of the Settlement..... 12

 K. Residual Funds and Cy Pres Award..... 13

III. ARGUMENT 14

 A. The Settlement Meets the Standard of Fairness, Reasonableness, and Adequacy 14

 1. Strength of Case Versus Amount of Settlement 15

2.	Complexity, Length, and Expense of Litigation.....	16
3.	Opposition to the Settlement.....	16
4.	Opinion of Competent Counsel	16
5.	Stage of Proceedings and Discovery Completed.....	17
B.	The Class Should be Certified for Settlement Purposes	17
1.	Fed. R. Civ. P. 23(a)	17
a.	Numerosity.....	17
b.	Commonality.....	17
c.	Typicality	18
d.	Adequacy of Representation.....	19
2.	Fed. R. Civ. P. 23(b)(2) Requirements	19
3.	Fed. R Civ. P. 23(b)(1) Requirements	20
C.	The Court Should Approve the Proposed Class Notice.....	21
IV.	CONCLUSION.....	22

TABLE OF AUTHORITIES

FEDERAL CASES

Diehl v. Twin Disc, Inc.,
1995 WL 330637 (N.D. Ill. May 30, 1995) 20

E.E.O.C. v. Hiram Walker & Sons, Inc.,
768 F.2d 884 (7th Cir. 1985)..... 14

Gautreaux v. Pierce,
690 F.2d 616 (7th Cir. 1982)..... 14

In re Allstate Ins. Co.,
400 F.3d 505 (7th Cir. 2005)..... 19

In re Gen. Motors Corp. Engine Interchange Litig.,
594 F.2d 1106 (7th Cir. 1979)..... 15

In re Nat’l Collegiate Athletic Ass’n Student-Athlete Concussion Inj. Litig.,
314 F.R.D. 580 (N.D. Ill. 2016) 14

Isby v. Bayh,
75 F.3d 1191 (7th Cir. 1996)..... 14

Johnson v. Meriter Health Servs. Emp. Retirement Plan,
702 F.3d 364 (7th Cir. 2012)..... 20, 22

Lacy v. Cook Cnty., Illinois,
897 F.3d 847 (7th Cir. 2018)..... 18

McFields v. Dart,
982 F.3d 511 (7th Cir. 2020)..... 19

Metropolitan Housing Development Corp. v. Village of Arlington Heights,
616 F.2d 1006 (7th Cir. 1980)..... 14

Neil v. Zell,
275 F.R.D. 256 (N.D. Ill. 2011) 21

Orr v. Shicker,
953 F.3d 490 (7th Cir. 2020)..... 17

Rosario v. Livaditis,
963 F.2d 1013 (7th Cir. 1992)..... 18

Synfuel Techs., Inc. v. DHL Express (USA), Inc.,
463 F.3d 646 (7th Cir. 2006)..... 15

Wong v. Accretive Health, Inc.,
773 F.3d 859 (7th Cir. 2014)..... 15, 16

FEDERAL RULES

Fed. R. Civ. P. 23..... 14, 17, 22

Fed. R. Civ. P. 23(a) 17

Fed. R. Civ. P. 23(a)(1)..... 17

Fed. R. Civ. P. 23(a)(2)..... 17

Fed. R. Civ. P. 23(a)(4)..... 18, 19

Fed. R. Civ. P. 23(b)(1)..... 12, 21, 20, 22

Fed. R. Civ. P. 23(b)(1) or (2)..... 17

Fed. R. Civ. P. 23(b)(1)(A) 21

Fed. R. Civ. P. 23(b)(1)(A) and (B)..... 21

Fed. R. Civ. P. 23(b)(1)(B) 21

Fed. R. Civ. P. 23(b)(2)..... 12, 19, 20, 22

Fed. R. Civ. P. 23(e) 22

Fed. R. Civ. P. 23(e)(1)..... 22

Fed. R. Civ. P. 23(e)(1)(A) 14

Fed. R. Civ. P. 23(e)(1)(C) 15

Fed. R. Civ. P. 23(e)(2)..... 14

Fed. R. Civ. P. 23(g) 19

Fed. R. Civ. P. 62.1 5

The parties have jointly moved this Court for an order preliminarily approving the proposed Settlement Agreement¹ and approving the Class Notice in connection with the proposed settlement of all individual and class claims asserted in this action (“Motion”). Plaintiffs submit this memorandum of law in support of the joint Motion. The following documents are appended in support of this Motion:

- Exhibit 1 Proposed Settlement Agreement
- Exhibit 2 Proposed Class Notice
- Exhibit 3 Proposed Plan for Allocation of Funds to Class Members
- Exhibit 4 Declarations of Class Counsel
- Exhibit 5 Draft Preliminary Approval Order

I. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiffs’ Allegations

At various times, United has offered its employees “early out” retirement benefits, typically during periods of financial downturn, to reduce its overhead by offering incentives to induce long-term employees to retire earlier than they otherwise would such as additional monetary compensation and benefits. ECF. No. 54, Second Amended Class Action Complaint (“SAC”) ¶¶ 32-34. Employees contemplating and eligible for retirement were often reluctant to accept early out programs due to fear of missing out on an improved early out program that might be just around the corner. *Id.* at ¶ 35. Recognizing that this was the case in 2017, Oscar Munoz, then United’s CEO, announced a company-wide policy to remove such concerns and encourage acceptance of early retirement and voluntary separation offers by long-term workers. United added a “new

¹Capitalized terms used in this Motion have the meanings assigned to them in the Settlement Agreement.

clause” to United’s “retirement policy” to guarantee that “[i]f something drastic happens in the industry and we decide to offer an early out within 36 months of when you retire, you would be eligible for the cash benefits of the program even after retiring.” *Id.* at ¶¶ 35-37. United memorialized this promise of additional benefits in writing in August 2017 (the “2017 Early Out Program”). *Id.* at ¶ 38.

In 2020, in response to COVID-19’s impact on United’s financial outlook, United announced that it would be offering a voluntary separation package for workers that would include extended pay, travel, and medical benefits. SAC ¶ 42. In April 2020, United offered a severance program, the Voluntary Separation Program 1 (“VSP1”), which had no cash value. In the summer of 2020, United offered an additional severance program called the Voluntary Separation Program 2 (“VSP2”), under which qualifying employees could choose either additional medical, travel, and job support services and an additional year of service under a pension plan, or they could opt to receive 25% of their normal pay for three months and enhanced medical benefits. SAC ¶¶ 45-47. Plaintiff Kearney retired within 36 months of VSP2’s effective date, but he never received any communication from United regarding that program and was never given the opportunity to obtain the cash benefits under VSP2. *Id.* at ¶¶ 76, 102. Plaintiffs Hoffman, Roumain, Frank, Loucks, and Gawler all opted to retire under VSP2 after United informed employees that no better program would be offered and indicated that employees who did not accept this offer would be furloughed. *Id.* at ¶¶ 51-55.

However, United soon offered an even better early-out program. On January 21, 2021, United announced a new program with significantly richer benefits called the Voluntary Separation Leave (“VSL”) Program. SAC ¶¶ 58-60. The VSL Program, like the VSP2, contained two options, both of which provided better benefits than the VSP2. *Id.* at ¶ 63. Employees could choose payment

of 33% of their wages until the end of 2021 (and a \$125,000 contribution to a retiree health account for the employee, among other non-cash benefits) or 100% of an employee's base wages up to \$112,500 until August 31, 2022. *Id.* at ¶ 64. All Plaintiffs other than Mr. Kearney retired within the 36 months before this offering, but none were informed by United of the VSL Program or offered the opportunity to receive benefits under it, including Plaintiff Fellows, who retired without any enhanced benefits just weeks before the VSL was announced. SAC ¶¶ 82, 85-86. Plaintiffs Yustman, Deglaue, Ozaki, and Hewson also retired without any enhanced benefits. *Id.* at ¶¶ 78, 83, 84, 87. Plaintiff Merlini retired in April 2020 under VSP1. *Id.* at ¶ 74.

Thus, despite CEO Munoz's promise and the resulting 2017 Early Out Program, United did not inform the Plaintiffs about the VSL Program and failed to offer them the opportunity to apply for VSL benefits (or, in Mr. Kearney's and Ms. Merlini's cases, VSP2 benefits). When two of them nevertheless requested such benefits, United told them they were not eligible to participate, despite the 2017 Early Out Program, because United insisted these were not "early out programs." SAC ¶¶ 90-99.

Plaintiffs assert that both the VSP2 and the VSL Programs, as well as the 2017 Early Out Program itself, are employee benefit plans governed by ERISA, and that they are participants in these plans. SAC ¶¶ 113-17. On their own behalf and on behalf of a similarly situated class of approximately 8,500 retirees, the Plaintiffs brought ERISA claims seeking the promised benefits or other appropriate equitable relief to remedy United's fiduciary and other statutory breaches. *Id.* at ¶ 125-59. Alternatively, the Plaintiffs asserted a claim for breach of contract under state law. *Id.* at ¶¶ 160-65.

B. Procedural History

Plaintiff Micheal (Susie) Hoffman filed the original Complaint in this matter on November 30, 2021, asserting claims on behalf of herself and a class of former employees of United under ERISA. Two additional cases were filed asserting similar claims: *Yustman, et al., v. United Airlines, Inc., et al.*, 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.*, 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 22, 2022, it was transferred to this Court as a related case. ECF No. 37. On March 16, 2022, the *Loucks* case was transferred to the Northern District of Illinois as Case No. 22-cv-01604, and on March 22, 2022, it was transferred to this Court as a related case. ECF No. 37.

Plaintiffs in all three actions filed a Consolidated Amended Class Action Complaint on May 10, 2022. ECF No. 42. Defendants filed a Motion to Dismiss the Consolidated Amended Class Action Complaint on June 1, 2022. ECF No. 46. Plaintiffs filed their Second Amended Consolidated Class Action Complaint on July 5, 2022. ECF No. 54 (the operative Complaint). Defendants filed a Motion to Dismiss the Second Amended Class Action Complaint on July 26, 2022. ECF No. 56. On May 1, 2025, the Court granted the Defendants' Motion to Dismiss the Second Amended Class Action Complaint in its entirety. ECF No. 102. The Court entered a final order on May 15, 2025. ECF No. 105. Plaintiffs filed a Notice of Appeal on May 29, 2025, ECF No. 108, and the case was set for appeal before the United States Court of Appeals for the Seventh Circuit.

C. Settlement Negotiations

While the Motion to Dismiss was pending, the Parties engaged in limited discovery, including the exchange of a large volume of documents and data, but did not commence oral discovery. Through this process, the Parties developed a thorough understanding of the facts and applicable law, enabling them to assess the relative merits of each side's claims and defenses. As a result, the Parties agreed to attend a day-long mediation with a private mediator on July 27, 2023. They met and conferred multiple times regarding class and program data prior to the mediation and developed competing damage models. The Parties made progress at the mediation but did not resolve the case at that time, turning their attention to the motion to dismiss and discovery. Then, after this Court granted the Defendants' motion to dismiss and the Plaintiffs filed their notice of appeal, the Parties participated in three mediation sessions with Jillisa Brittan from the Seventh Circuit's Circuit Mediation Office on August 7, September 12, and September 16, 2025. During that process, the Parties reached an agreement to resolve this matter, subject to the Court's approval following approval of Plaintiffs' motion pursuant to Fed. R. Civ. P. 62.1 and an order from the Seventh Circuit Court of Appeals remanding the matter to re-vest this Court with jurisdiction.

On [REDACTED], 2026, Class Counsel jointly requested an indicative ruling from this 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. ECF No. [REDACTED]. The Court provided the requested indicative ruling on [REDACTED], 2026, ECF No. [REDACTED], and the Parties jointly notified the Clerk of the Court of Appeals of the indicative ruling and requested that the Court of Appeals order a limited remand of the matter to provide the Court with jurisdiction to review, approve and effectuate the Settlement, which it provided on [REDACTED], 2026. After

carefully considering the facts and applicable law, the uncertainty of continued litigation, the risk of the Seventh Circuit upholding this Court's adverse decision on the merits, and as a result of having engaged in extensive arms-length negotiations, the Parties agree that it would be in the best interests of the Parties and the Class to resolve all matters by entry of this Settlement Agreement. By entering into this Settlement Agreement, no party makes any admission regarding any claims or defenses.

II. THE PROPOSED SETTLEMENT

A. The Settlement Fund

The Settlement Agreement provides that the Defendants will pay a total of \$27,500,000 ("Cash Settlement Amount") to resolve the claims of the Class and the Named Plaintiffs, to pay Class Counsel's fees and costs in an amount awarded by the Court not to exceed 1/3 of the Cash Settlement Amount, pay Named Plaintiff Service Awards, amounts to defray 50% of the cost of the Settlement Administrator, and any actual or estimated taxes that are the obligation of the Settlement Fund. Exhibit 1, Settlement Agreement, § I.E; § VI.1. The Settlement Agreement defines "Settlement Fund" as the Cash Settlement Amount plus any earnings and interest, minus any Court-approved deductions and expenses. *Id.* at § I.LL.

Defendants will pay the entire Cash Settlement Amount into an Escrow Account within 30 days after entry of the Preliminary Approval Order. Until Final Approval of the Settlement becomes Non-Appealable or until the Settlement is terminated in accordance with the Settlement 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 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. Distribution of the Settlement Fund will take place in the manner described in the Settlement Agreement. Exhibit 1, Settlement Agreement § VII.

B. Proposed Allocation Plan

As detailed in Exhibit 3, Plaintiffs have created a proposed allocation plan that distributes the Settlement Fund to Settlement Class Members on a pro rata basis using the ratio of the Class Member's Damages as a proportion of the total of all Class Members' Damages. Class Members' Damages are divided into three groups, as follows:

- **Group A:** Frontline and Management and Administrative Employees who did not retire under any Voluntary Separation Program.
 - A1 – VSL Eligible: Group A1 Class Members who were VSL eligible have damages equal to the monetary incentive under VSL.
 - A2 – VSP2 eligible but not VSL eligible: Group A2 Class Members who were VSP2 eligible but were not VSL eligible have damages equal to the monetary incentive under VSP2.
 - A3 – VSP3 eligible but not VSP2 or VSL eligible: Group A3 Class Members who were eligible for VSP3 but not eligible for VSP2 or VSL have damages equal to the monetary incentive under VSP3.
- **Group B:** Frontline and Management and Administrative Employees who retired under VSP2.
 - B1 – VSL Eligible: Group B1 Class Members who were VSL eligible have damages equal to the difference between the monetary incentive under VSP2 and VSL. The difference will then be reduced by 20%.
- **Group C:** Frontline and Management and Administrative Employees who retired under VSP1.
 - C1 – VSL eligible: Group C1 Class Members who were VSL eligible have damages equal to the monetary incentive under VSL reduced by 20%.
 - C2 – VSP2 eligible but not VSL eligible: Group C2 Class Members who were VSP2 eligible but not VSL eligible have damages equal to the monetary incentive under VSP2 reduced by 20%.
 - C3 – VSP3 eligible but not VSP2 or VSL – Group C3 Class Members who were VSP3 eligible but not eligible for VSP2 or VSL have damages equal to the monetary incentive under VSP3 reduced by 20%.

The 20% reduction for Groups B and C reflects the fact that members of these groups signed releases when they elected to receive the benefits of VSP1 or VSP 2. Defendants assert that

the terms of those releases bar the claims made in the lawsuit. If the Defendants' argument were to be accepted by the court or jury, this would preclude Groups B and C from recovering anything in the lawsuit.

C. Non-Monetary Settlement Terms

Defendants will provide 8 vacation passes, as defined in § I.OO of the Settlement Agreement, for use on flights operated by United to each Class Member. Exhibit 1, Settlement Agreement, § IV.1.

D. Proposed Class Notice and Settlement Administrator

1. Class Notice

Class Counsel, in consultation with Defendants and their counsel, will appoint a Settlement Administrator to provide notice of the proposed Settlement to the Class Members by the date identified in the Court's Preliminary Approval Order. Exhibit 1, Settlement Agreement, § VIII.1. The Proposed Class Notice is appended as Exhibit 2 to this Motion and contains 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, information about making objections, and information about the Final Approval Hearing.

The 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 at the last known address of the Class Member; and (b) by posting the Class Notice (and other documents filed in the litigation) on a dedicated website. For undeliverable notices, 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. Exhibit 1, Settlement Agreement, § III.

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 by Defendants. The Settlement Administrator will provide invoices to Class Counsel and Defense Counsel itemizing such fees and expenses. Exhibit 1, Settlement Agreement, § VIII.3.

2. The Settlement Administrator's Additional Duties

The Settlement Administrator's additional duties will include:

- distributing the CAFA Notice in accordance with CAFA and the terms of this Settlement Agreement;
- distribution of the Class Notice to the Class Members in accordance with this Settlement Agreement and any order of the Court;
- providing notice to Class Counsel of updated email or U.S. mail addresses;
- responding to questions from Class Members or referring Class Members to Class Counsel for responses;
- maintaining and staffing a toll-free phone number and a web site until six months after distributions of the Settlement Fund have been made to Class Members;
- filing with the Court a declaration confirming distribution of the CAFA Notice and compliance with the Class Notice procedures ordered by the Court;
- determining 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 sending notice of determinations or adjudications to those persons;

- calculating 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;
- distributing 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;
- monitoring the Fund and filing all informational and other tax returns necessary or advisable with respect to the Settlement Fund; and
- ensuring 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, and upon completion of responsibilities as Settlement Administrator, destroying all physical and electronic copies of Class Member lists containing personal information.

Exhibit 1, Settlement Agreement, § VIII.2.

E. Releases

Upon the Final Approval Order becoming Non-Appealable, the Named Plaintiffs and all Class Members (and their respective heirs, beneficiaries, executors, successors and assigns) will 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. Exhibit 1, Settlement Agreement, Exhibit 1, § XV.

F. Named Plaintiff Awards

With the approval of the Court, each of the 12 Named Plaintiffs will be paid an additional \$10,000 as an incentive payment for serving as Class Representative out of the Settlement Fund. Each Named Plaintiff expended a great deal of time and effort on this case over a period of several years, including participating in pre-filing discussions, filing the actions ultimately consolidated in this lawsuit, providing documents and information to Class Counsel, communicating and meeting with Class Counsel on a regular basis, and participating in settlement negotiations. Exhibit 1, Settlement Agreement, § IX.1; IX.2.

G. Attorneys' Fees and Costs

Prior to the deadline for Class Members to object to the Settlement Agreement, Class Counsel will file a motion with the Court for an award from the Settlement Fund of their Attorneys' Fees and Expenses. Defendants will take no position regarding the application for or an award of the Attorneys' Fees and Expenses, provided that the fee request does not exceed one-third of the Settlement Fund. Exhibit 1, Settlement Agreement, § IX.1-6.

H. Implementing the Settlement

1. Remand from the Court of Appeals

The Court of Appeals ordered a limited remand of the matter to provide this Court with jurisdiction to entertain and effectuate the Settlement on [REDACTED], 2026.

2. Preliminary Approval Order

With the remand of the matter from the Court of Appeals completed, the Parties now file this Preliminary Approval Motion to request that the Court enter the Draft Preliminary Approval Order, which is appended as Exhibit 5.

I. Class Certification

1. The Parties request that the Court certify the following class: “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.”

2. They request that the Class be 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.

3. They request that Plaintiffs’ Counsel be appointed as Class Counsel and that the Named Plaintiffs be appointed as Class Representatives.

J. Final Approval of the Settlement

If the Court grants the Preliminary Approval Order as described in the Settlement Agreement, 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, seek final approval of the Settlement, the Plan of Allocation, the Named Plaintiff Awards, Attorneys’ Fees and Costs, and dismissal of the Action, with the Court to 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 Plaintiffs' Counsel; and (iv) enforcement and administration of this Settlement Agreement, including the non-monetary terms. Exhibit 1, Settlement Agreement § XI.3.

K. Residual Funds and Cy Pres Award

Any portion of the Settlement Fund that remains after (a) payments to each Class Member, (b) payment of all Court-approved Attorneys' Fees and Expenses, Named Plaintiff Service Awards, Settlement Administration Costs, and any other Court-approved deductions, and (c) the expiration or 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, subject to Court approval, 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, in their judgment and subject to Court approval, 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 for the preparation and distribution of the Class Notice and for completing all other elements required for administering the Settlement, as described in § VIII.3 of the Settlement Agreement.

If any Residual Funds remain after distribution to United for defraying administrative costs, then the remaining Residual Funds shall be paid, subject to court approval, to a non-profit organization to be agreed upon by the parties as a Cy Pres Award.

III. ARGUMENT

When parties have entered into a classwide settlement agreement and present a preliminary approval motion pursuant to Fed. R. Civ. P. 23, the Court performs a preliminary review of the terms of the proposed settlement to determine whether it is sufficient to warrant notice to the class and a hearing. Fed. R. Civ. P. 23(e)(1)(A). The Court must determine whether it will “likely be able to” both (1) approve the proposed settlement under Fed. R. Civ. P. 23(e)(2) as fair, reasonable, and adequate, and (2) certify the class for purposes of judgment on the proposal. As shown below, each element necessary for preliminary approval has been met.

Further, the preliminary approval stage serves a limited gatekeeping function. As established in *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982), the purpose of the inquiry is only to “ascertain whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing,” not to conduct a full-fledged inquiry into whether the settlement meets the standards for approval. The court performs only “a summary version of the exhaustive final fairness inquiry.” *In re Nat’l Collegiate Athletic Ass’n Student-Athlete Concussion Inj. Litig.*, 314 F.R.D. 580, 588 (N.D. Ill. 2016).

A. The Settlement Meets the Standard of Fairness, Reasonableness, and Adequacy

The Seventh Circuit has consistently recognized that prompt settlement of class actions benefits both judicial efficiency and class members’ interests. See *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996) (“Federal courts naturally favor the settlement of class action litigation.”); *E.E.O.C. v. Hiram Walker & Sons, Inc.*, 768 F.2d 884, 888-89 (7th Cir. 1985); *Metropolitan*

Housing Development Corp. v. Village of Arlington Heights, 616 F.2d 1006, 1013 (7th Cir. 1980). The Court may approve the settlement if it is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(1)(C).

To evaluate the fairness, reasonableness, and adequacy of a settlement, the Court must consider five factors: “the strength of plaintiffs’ case compared to the amount of defendants’ settlement offer, an assessment of the likely complexity, length and expense of the litigation, an evaluation of the amount of opposition to settlement among affected parties, the opinion of competent counsel, and the stage of the proceedings and the amount of discovery completed at the time of settlement.” *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006). Here, the proposed Settlement reflects a fair, reasonable, and adequate compromise of the Parties’ claims and defenses and fully meets the above standard for approval.

1. Strength of Case Versus Amount of Settlement

The first factor has been deemed by the Seventh Circuit as the most critical: “[t]he most important factor relevant to the fairness of a class action settlement is the strength of plaintiff’s case on the merits balanced against the amount offered in the settlement.” *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863-64 (7th Cir. 2014), quoting *In re Gen. Motors Corp. Engine Interchange Litig.*, 594 F.2d 1106, 1132 n. 44 (7th Cir. 1979). The Plaintiffs’ case was dismissed by this Court and was pending on appeal before the parties reached a settlement agreement. Settlement of the case at this stage would constitute a major benefit for the class members, whose claims are extremely uncertain given the case’s procedural posture, creating a reasonable probability that the Plaintiffs would not achieve any recovery if a negotiated settlement was not achieved. The amount of the proposed settlement, \$27,500,000, is substantial, particularly in view of the fact that the Plaintiffs lost their claims and are on appeal, and it will provide significant

benefits to the Class Members who otherwise might well be left without recourse, including those who might be barred from recovery if the Court accepted Defendants' release defenses.

2. Complexity, Length, and Expense of Litigation

If this case continues, litigation is likely to be risky, complex, lengthy, and expensive. The Plaintiffs must prosecute their appeal in the Seventh Circuit, including briefing and oral argument. If they succeed, they will then return to the District Court for full discovery and motion practice. If they do not succeed, as is common with most appeals, their claims are extinguished.

3. Opposition to the Settlement

No opposition to the settlement has been communicated to Class Counsel, nor are class counsel aware of any opposition. All of the Named Plaintiffs agree that the case should be settled, and the Class Members will have the chance to file objections prior to the Final Approval Hearing and to appear at the Hearing.

4. Opinion of Competent Counsel

Counsel for both Plaintiffs and Defendants, all highly experienced attorneys with many years of class action experience litigating ERISA cases (see Declarations of Class Counsel, Ex. 4), agree that settlement is appropriate at this stage and that there is little to be gained in continuing to litigate the case on appeal, given the fact that a satisfactory settlement has been reached by the Parties. Further, the settlement was fairly and honestly negotiated and reflects no fraud or collusion. The Parties' negotiations were contentious and at arm's length at all times. The use of both a private mediator and the Circuit Mediator weighs against a finding of collusion. *Wong*, 773 F.3d at 864 (approving settlement where "the settlement was proposed by an experienced third-party mediator after an arm's-length negotiation where the parties' positions on liability and damages were extensively briefed and debated.").

5. Stage of Proceedings and Discovery Completed

The Parties conducted significant written discovery during the pendency of the motion to dismiss and settlement negotiations. They were able to ascertain the scope of the class, the identities of the class members, and each class member's potential damages under various theories of the case.

In sum, the Parties have satisfied every consideration regarding the fairness, reasonableness, and adequacy of the proposed settlement, and it should be preliminarily approved.

B. The Class Should be Certified for Settlement Purposes

The settlement class is subject to the four requirements of Fed. R. Civ. P. 23(a) (numerosity, commonality, typicality, and adequacy of representation) and the requirements of Fed. R. Civ. P. 23(b)(1) or (2), depending on which provision the Court uses to certify the class. Plaintiffs have satisfied each of the Rule 23 requirements, as follows.

1. Fed. R. Civ. P. 23(a)

a. Numerosity

The first requirement – numerosity – is easily fulfilled here. Defendants have produced data showing that there are approximately 8,500 class members, which satisfies the numerosity requirement under Rule 23(a)(1) because joinder of all Class Members is impracticable. *Orr v. Sicker*, 953 F.3d 490, 497-98 (7th Cir. 2020).

b. Commonality

The second requirement is that there must be a question of law or fact common to the class that can be resolved on a class-wide basis. Fed. R. Civ. P. 23(a)(2). Common questions in this case include:

- whether the VSP2, VSP3, and VSL Programs are early out programs to which the 2017 Early Out Program applies;
- whether the 2017 Early Out Program is an ERISA plan;
- whether Defendants unlawfully excluded Plaintiffs and the Class of retirees from eligibility to participate in the VSP2, VSP3, and VSL Programs;
- whether Defendants owed a fiduciary duty to Plaintiffs and the Class with regard to their right to participate in the VSP2, VSP3, and VSL Programs;
- whether Defendants unlawfully prevented employees who retired between August 17, 2017 and December 31, 2020 from being eligible to participate in and applying for benefits under the subsequent programs; and
- whether Defendants breached their fiduciary duties by preventing Plaintiffs and the Class from participating in the VSP2, VSP3, and VSL Programs.

These common questions generate common answers, which the Seventh Circuit has identified as the “key to commonality.” *Lacy v. Cook Cnty., Illinois*, 897 F.3d 847, 865 (7th Cir. 2018) (“the capacity of a class-wide proceeding to generate common answers apt to drive the resolution of the litigation” satisfies commonality).

c. Typicality

The third requirement is that the named plaintiffs’ claims must be typical of the class. “A plaintiff’s claim is typical if it arises from the same event or practice or course of conduct that gives rise to the claims of other class members and [is] based on the same legal theory.” *Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir. 1992). Here, the proposed class satisfies Rule 23(a)(4) because Plaintiffs’ claims are “typical of the claims ... of the class,” as they arise from the same

course of conduct by Defendants and are based on the identical legal theories as the absent Class Members. *McFields v. Dart*, 982 F.3d 511, 517-18 (7th Cir. 2020).

d. Adequacy of Representation

The fourth requirement, which receives heightened attention in settlement classes, requires that class representatives and counsel will fairly and adequately protect the interests of the class. Fed. R. Civ. P. 23(a)(4). The twelve Named Plaintiffs meet these requirements. They understand the claims they are pursuing, appreciate their responsibilities in serving as Class Representatives, have remained in close contact with Class Counsel, have monitored the progress of the litigation and settlement negotiations, and have actively participated in the prosecution of this action.

The attorneys for the Class, Susan Meter and Samantha Brener of Kantor & Kantor, LLP, Jamie Franklin of Chicago-Kent College of Law, Mark DeBofsky of DeBofsky Law, Ltd., and Jeffrey Lewis of Keller Rohrback LLP have substantial expertise in the litigation of ERISA class actions, are fully capable of prosecuting this action, and are competent and able to fairly and adequately represent the interests of the proposed Settlement Class. Fed. R. Civ. P. 23(g). See Declarations of Class Counsel, Exhibit 4.

2. Fed. R. Civ. P. 23(b)(2) Requirements

Under Fed. R. Civ. P. 23(b)(2), a class may be certified if “the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole[.]” The proposed Settlement Class meets the requirements under Rule 23(b)(2), because Defendants’ actions apply to the entire class, and if relief is granted, the plans in question specify the relief that is owed. See *In re Allstate Ins. Co.*, 400 F.3d 505, 507 (7th Cir. 2005) (finding Rule 23(b)(2) certification proper because “if the plaintiffs get the declaration they are seeking, the benefits to which the ERISA plan

entitles them will simply be read off from the plan” and noting that class members would “all sink or swim together.”). The primary relief in the Settlement Agreement is injunctive and declaratory, as the Settlement Agreement will distribute the settlement fund proportionally as if the VSP2, VSP3, and VSL programs were qualifying programs under 2017 Early Out Program. *Johnson v. Meriter Health Servs. Emp. Retirement Plan*, 702 F.3d 364, 371 (7th Cir. 2012) is instructive. There, the Seventh Circuit upheld certification of a class under Rule 23(b)(2) because the classes sought “a declaration of the rights that the plan conforms and an injunction ordering [defendant] to conform the text of the plan to the declaration.” The monetary relief, which was “a matter of laying each class member’s pension related employment records alongside the text of the reformed plan and computing the employee’s entitlement,” was “truly... incidental to the declaratory and... injunctive relief.” *Id.*; *see also Diehl v. Twin Disc, Inc.*, 1995 WL 330637 (N.D. Ill. May 30, 1995) (stressing that relief under a 23(b)(2) class “does not automatically preclude the recovery of monetary awards on a class-wide basis provided that monetary relief is either a part of the equitable relief granted or is secondary or ancillary to the predominant injunctive or declaratory relief.”).

3. Fed. R Civ. P. 23(b)(1) Requirements

Under Fed. R. Civ. P. 23(b)(1), a class may be certified if:

(1) prosecuting separate actions by or against individual class members would create a risk of:

(A) inconsistent or varying adjudications with respect to individual class members [which] would establish incompatible standards of conduct for the party opposing the class, or

(B) adjudications with respect to individual class members [which], as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

The proposed Settlement Class satisfies the requirements of Rule 23(b)(1)(A) and (B). First, under Rule 23(b)(1)(A), if the court did not certify a class, the prosecution of separate actions by various Plaintiffs would create a risk the very “inconsistent or varying adjudications with respect to individual members of the class” that Rule 23(b)(1)(A) disallows. Second, under Rule 23(b)(1)(B), because Plaintiffs bring claims for benefits and for breach of Defendants’ fiduciary duties, adjudications with respect to their claims “would, as a practical matter, be dispositive of the interests of other members not parties,” as Rule 23(b)(1)(B) contemplates. Numerous courts have found ERISA claims particularly well-suited to 23(b)(1) certification. See *Neil v. Zell*, 275 F.R.D. 256, 267 (N.D. Ill. 2011) (collecting cases).

C. The Court Should Approve the Proposed Class Notice

Finally, the Court should approve the Proposed Class Notice, appended as Exhibit 2. The Notice describes the claims advanced by the Class, summarizes the terms of the Settlement Agreement, identifies the maximum amount of attorneys’ fees and costs that Class Counsel will seek, specifies the Incentive Awards that will be sought for the named Plaintiffs, describes the proposed Plan of Allocation of the Settlement Fund, and provides information about Objections and the Final Approval Hearing. The Notice will fully apprise Class Members of the existence of the lawsuit, the proposed Settlement, and the information necessary for them to make informed decisions regarding their rights.

The notice plan consists of multiple components designed to reach Class Members. The 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 that includes a toll-free number they can call for information. For undeliverable

notices, 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. Because all class members are known, the Parties expect to reach nearly all of the members. *See Johnson*, 702 F.3d at 371 (holding that notice under a Rule 23(b)(2) class is “to enable class members to challenge the class representatives or otherwise intervene in the suit, rather than to allow them to opt out.”).

The proposed form and method of notice satisfy all due process considerations and meet the requirements of Rule 23(e)(1).

IV. CONCLUSION

For the reasons set forth above, the Plaintiffs respectfully request that the Court grant Plaintiffs’ Unopposed Motion for Preliminary Approval of the Settlement Agreement and Approval of the Class Notice and enter a Preliminary Approval Order in the form of or similar to Exhibit 5:

1. Granting preliminary approval of the Settlement as set forth in the Settlement Agreement, subject to further hearing and determination under Fed. R. Civ. P. 23(e);
2. Certifying the Class pursuant to Fed. R. Civ. P. 23(b)(2), and, in the alternative, Fed. R. Civ. P. 23(b)(1), consisting 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;
3. Approving the form of Proposed 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;

4. Appointing Susan L. Meter and Samantha L. 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 Rohrback L.L.P., as Class Counsel;

5. Authorizing:

a. Payment, in part, of Settlement Administration expenses out of the Settlement Fund, consistent with the terms of the Settlement Agreement;

b. Preliminary approval of the Plan of Allocation;

c. Appointment of a Settlement Administrator to be identified by the Parties by _____, 2026;

d. Setting a date for the Final Approval Hearing, at which the Court will 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, including setting deadlines for transmitting the Class Notice to Class members; setting the date and time of the Final Approval Hearing; and setting a deadline for objections;

e. Setting deadlines for filing a Final Approval Motion, Class Counsel's application for a Fee and Expense Award, and Plaintiffs' Application for Named Plaintiff Awards, as follows;

f. 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, by a date certain; and

g. To the extent requested by Defendants, approving the form of notice by Defendants under CAFA.

Respectfully submitted this day of March, 2026

DRAFT

Jamie S. Franklin
ARDC No. 6242916
The Civil Litigation Clinic at
Chicago-Kent School of Law
565 West Adams Street, Suite 600
Chicago, IL 60661
(312) 906-5048 (Phone)
(312) 906-5299 (Fax)
jfranklin5@kentlaw.iit.edu

DRAFT

Jeffrey Lewis
Keller Rohrback L.L.P.
180 Grand Avenue, Suite 1380
Oakland, CA 94612
(510) 463-3900 (Phone)
(510) 463-3901 (Fax)
jlewis@kellerrohrback.com

DRAFT

DRAFT

Susan L. Meter (*admitted pro hac vice*)
Samantha L. Brener (*admitted pro hac vice*)
Kantor & Kantor, LLP
9301 Corbin Ave., Suite 1400
Northridge, CA 91324
818-886-2525 (Phone)
818-350-6272 (Fax)
smeter@kantorlaw.net
sbrener@kantorlaw.net

DRAFT

Mark D. DeBofsky
DeBofsky Law, Ltd.
2 North Riverside Plaza, Suite 1420
Chicago, IL 60606
(206) 681-2581 (Phone)
(312) 929-0309 (Fax)
mdebofsky@debofsky.com

Counsel for Plaintiffs

DRAFT

Brian D. Boyle
M. Tristan Morales
Shannon M. Barrett (*admitted pro hac*)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006
(202) 383-5300 (Phone)
(202) 296-8061 (Fax)
bboyle@omm.com
tmorales@omm.com
sbarrett@omm.com

DRAFT

Marnie A. Holz
Greenspoon Marder LLP
227 West Monroe Street, Suite 3950
Chicago, IL 60606
(773) 395-1623 (Phone)
(954) 771-9264 (Fax)
marnie.holz@gmlaw.com

Attorneys for Defendants

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

Honorable John J. Tharpe, Jr.

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

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

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

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

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

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

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

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

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

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

7. Attached hereto as Exhibit 1 is a true and correct copy of the fully executed Settlement Agreement between Plaintiffs and Defendants in this case.

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

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

Executed this _____, 2026, at San Diego, California.

/s/ DRAFT

Susan L. Meter

EXHIBIT 1

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

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

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharp, Jr.

CLASS ACTION SETTLEMENT AGREEMENT

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. DEFINITIONS

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

Dkt. No. 59, Ex. A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NN. “United” means United Airlines, Inc.

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

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

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

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

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

II. CLASS CERTIFICATION

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

III. CLASS NOTICE

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

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

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

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

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

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

IV. NON-MONETARY SETTLEMENT TERMS

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

V. ESTABLISHMENT AND FUNDING OF SETTLEMENT FUND

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

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

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

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

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

VI. DISTRIBUTIONS FROM THE SETTLEMENT FUND

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

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

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

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

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

VII. PLAN OF ALLOCATION

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

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

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

VIII. SETTLEMENT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. NO ADMISSION OF WRONGDOING OR INFIRMITY OF CLAIMS

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

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

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

XI. SETTLEMENT APPROVAL PROCESS

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

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

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

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

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

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

a. Final approval of the Settlement of the claims of the Class as set forth in this Settlement Agreement;

b. The Settlement is fair, reasonable, and adequate to the Class pursuant to Fed. R. Civ. P. 23(e);

c. Final approval of the Plan of Allocation;

d. Dismissal of the Action against Defendants with prejudice;

e. That Plaintiffs and the Class will be deemed conclusively to have released the Released Parties from the Released Claims, as provided in this Settlement Agreement;

f. Defendants will have been deemed conclusively to have released Plaintiffs, Plaintiffs' Counsel, and the Class from claims related to the prosecution of this Action, as provided in this Settlement Agreement;

g. Plaintiffs and the Class are barred and permanently enjoined from prosecuting any and all Released Claims, as provided in this Settlement Agreement;

h. Determine Class Counsel's request(s) for a Fee Award and Expense Award, and the Plaintiffs' request for Named Plaintiff Awards;

i. Retain exclusive jurisdiction, without affecting the finality of the Order entered, with regard to: (i) implementation of this Settlement Agreement; (ii) disposition of the Settlement Fund and distributions from the Settlement Fund; (iii) any disputes about the

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

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

XII. CONDITIONS OF SETTLEMENT

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

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

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

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

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

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

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

g. The Final Approval Order becomes Non-Appealable.

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

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

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

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

XIII. **RESTRICTIONS ON DEFENDANTS' CONTACT WITH CLASS MEMBERS**

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

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

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

XIV. **ISSUANCE OF CAFA NOTICE**

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

XV. **RELEASES**

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

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

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

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

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

XVI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

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

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

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

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

XVII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: December 18, 2025

Dated: DECEMBER 4, 2025

Agreed to by:

/s/ Susan Meter

Susan L. Meter
Kantor & Kantor, LLP
9301 Corbin Avenue
Suite 1400
Northridge, CA 91324
818-886-2525
smeter@kantorlaw.net

/s/ Brett Hart

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

On behalf of Defendants

Mark D. DeBofsky
DeBofsky Law, Ltd.
2 N. Riverside Plaza - Ste. 1420
Chicago, IL 60606
312-561-4040
mdebofsky@debofsky.com

Jamie S. Franklin
Law Offices of Chicago-Kent
565 W. Adams St., Suite 600
Chicago, IL 60661
(312) 906-5048
jfranklin5@kentlaw.iit.edu

Jeffrey Lewis
Keller Rohrback L.L.P.
180 Grand Avenue, Suite 1380
Oakland, CA 94612
(510) 463-3900 (Phone)
(510) 463-3901 (Fax)
jlewis@kellerrohrback.com

On Behalf of Plaintiffs and the Class

EXHIBIT 2

**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 DEGLAUBE, RON OZAKI, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER, AND ROBERT KEARNEY,

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 1:21-cv-06395

Honorable John J. Tharp, Jr.

[DRAFT]

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

This notice (“Notice”) advises you of a proposed settlement (the “Settlement”) of a class action lawsuit brought by 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, who are all former United Airlines employees, individually and as the representatives of the Settlement Class (collectively, “Class Representatives” or “Plaintiffs”) against the following Defendants: United Airlines, Inc. (“United”), United Airlines 36-Month Supplemental Benefit Plan, United

Questions? Visit www. Or Call Toll Free (____) _____. Or Email ____.

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

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

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

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

A former employee of United Airlines who retired between August 17, 2017 and December 31, 2020 who was not eligible to participate in the Frontline Voluntary Separation Program 2 (“VSP 2”), and/or the Frontline Voluntary Separation Leave Program (“VSL”) for the sole reason that you retired before United offered VSP2, and/or VSL, regardless of whether you signed a release of claims in connection with their separation from United. This is further explained in [REDACTED], below.

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

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

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

Any questions regarding the Settlement should be directed to any of the Class Counsel listed below. Class Counsel have established a toll-free number, [INSERT]. Class Counsel may also be contacted via e-mail at [REDACTED]. Please do not contact the Court or the lawyers for Defendants. They will not be able to answer your questions.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A SETTLEMENT CLASS MEMBER TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS

MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

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

WHAT THIS NOTICE CONTAINS

Summary of Settlement4

Basic Information.....6

1. Why did I get this Notice package?6

2. How do I know whether I am part of the Settlement?7

3. What does the Settlement provide?.....7

4. What is the lawsuit about? What has happened so far?7

5. Why is this case a class action?8

6. Why is there a Settlement?9

7. How will the Settlement be distributed? What will be my Share of the Settlement Fund?.....9

8. When would I receive my payment?10

Questions? Visit www.fda.gov Or Call Toll Free () Or Email .

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

9. What rights am I giving up in the Settlement? 11

10. Can I exclude myself from the Settlement?..... 11

The Lawyers Representing You 11

11. Do I have a lawyer in the case? 11

12. How will the lawyers be paid?..... 11

Objecting to the Settlement..... 12

13. How do I tell the Court if I don’t like the Settlement? 12

The Court’s Fairness Hearing 13

14. When and where will the Court decide whether to approve the Settlement?..... 13

15. Do I have to come to the hearing? 13

16. May I speak at the hearing? 14

If You Do Nothing 14

17. What happens if I do nothing at all? 14

Getting More Information 14

18. How do I get more information?..... 14

This Lawsuit is on file in federal district court in Illinois. The Plaintiffs and Defendants collectively are referred to herein as the “Parties.” As described in more detail below and in the Second Amended Class Action Complaint (“the Complaint”), the Lawsuit concerns allegations that United breached a promise that it made to several categories of employees regarding the payment of severance pay (“early out” benefits). A copy of the Complaint and other documents relevant to this Settlement, including the Settlement Agreement, are available at the Settlement website listed at the bottom of this page.

SUMMARY OF SETTLEMENT

The preliminarily approved Settlement Amount is \$27,500,000. The Net Settlement Amount will consist of the Settlement Amount less certain amounts described in the Settlement Agreement, including expenses associated with this Notice, Court-approved Attorneys’ Fees and expenses, Court-approved Class Representative awards (“Service Awards”), and other costs related to the administration of the Settlement and implementation of the Plan of Allocation. The Net Settlement Amount will be allocated among the Settlement Class in accordance with the Plan of Allocation to be approved by the Court. (See Question 7 below for details of the Plan of Allocation.)

Questions? Visit www. Or Call Toll Free (____) _____ Or Email ____.

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

The Class Members are the following persons: All former employees of United who retired between August 17, 2017 and December 31, 2020 and who were not eligible for the Frontline Voluntary Separation Program 2 (“VSP 2”) and/or the Voluntary Separation Program 3 (“VSP3”) and/or the Frontline Voluntary Separation Leave Program (“VSL”) for the sole reason that they retired before United offered VSP 2 and/or VSL, regardless of whether they signed a release in connection with their separation from United.

This Settlement represents, in the view of Class Counsel, the best possible monetary result that could be achieved for the Class in light of the significant risks Plaintiffs faced in the Lawsuit. As explained below, the United States District Court dismissed all of Plaintiffs’ claims because it found that even if all the facts asserted by Plaintiffs were proven, they would be legally insufficient to support those claims. Plaintiffs filed an appeal to a United States Circuit Court of Appeals, but the outcome of that appeal was uncertain, and even if Plaintiffs were successful, that would not result in them winning the case. Rather, the lawsuit would be sent back to the District Court for further proceedings that could result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or in no recovery at all.

Throughout this Lawsuit, Plaintiffs and Defendants have disagreed on both liability and damages. Defendants, among other things: (1) have denied, and continue to deny, the material allegations of the Complaint; (2) have denied, and continue to deny, any wrongdoing or liability whatsoever; and (3) are entering into the Settlement solely to avoid the cost, disruption, and uncertainty of litigation.

The Class Representatives and Class Counsel have conducted an extensive investigation into the facts, circumstances, and legal issues associated with the allegations made in the Lawsuit. Based on the negative outcome in the District Court, the risks of succeeding on appeal, and the time subsequently necessary to achieve a complete resolution through litigation even if the appeal were successful, the complexity of the claims set forth in the Complaint, and the benefits accruing to the Class under the Settlement, Class Counsel believe that the Settlement will provide a significant benefit to the Class. When this benefit is weighed against the risks and delay of continuing the prosecution of the Lawsuit, the Settlement represents a reasonable, fair, and adequate resolution of the claims of the Class.

Attorneys’ Fees and Expenses: Court-appointed Class Counsel will file a motion for an award of Attorneys’ Fees not to exceed 33 1/3% of the Settlement Fund, plus reimbursement of their out-of-pocket expenses. In addition, one-half of the costs of sending this Notice to the Settlement Class and for payment of a third party for administration of the Settlement will also be paid out of the Settlement proceeds. Defendants will pay the other one-half. Plaintiffs will also apply for Service Awards of up to \$10,000 for each Class Representative for their time and risk in bringing these claims on behalf of the Settlement Class. Any such attorneys’ fees, costs and Service Awards will be at the sole discretion of the Court and will be paid out of the Settlement Fund.

Please visit the Settlement website listed at the bottom of this page if you have additional questions.

BASIC INFORMATION

1. Why did I get this Notice package?

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

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

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

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

The issuance of this Notice is not an expression of the Court’s opinion on the merits of any claim in the Lawsuit, and the Court still has to decide whether to final approve the Settlement. If the Court approves the Settlement, the Settlement provisions will become effective after all related appeals, if any, are favorably resolved. It is always uncertain whether such appeals can be favorably resolved, and their resolution may take more than a year. Please be patient.

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

The Court has preliminarily certified this Lawsuit as a class action for settlement purposes only. The Class consists of the following persons: All former employees of United who retired between August 17, 2017 and December 31, 2020 and who were not eligible for the Frontline Voluntary Separation Program 2 (“VSP 2”) and/or the Frontline Voluntary Separation Leave Program (“VSL”) for the sole reason that they retired before United offered VSP 2 and/or VSL, regardless of whether they signed a release in connection with their separation from United. If you are a Settlement Class Member, your share of the Net Settlement Amount, if any, will be determined by the Court-approved Plan of Allocation, described generally in Question 7 below.

3. What does the Settlement provide?

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

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

The above description of the operation of the Settlement is only a summary. The governing provisions are set forth in the Settlement Agreement, which may be obtained at the Settlement website listed at the bottom of this page.

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

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

That Complaint alleged violations of the federal law governing employee benefits (ERISA) and, in the alternative, for breach of contract under Illinois state law. All of Plaintiffs’ claims were based on an announcement by then United CEO Oscar Munoz on August 17, 2017 that if United offered an “early out” program within 3 years after employees’ retirements, they would receive the cash benefits of that program (the “Early Out Program”). Subsequently, United offered programs that

Plaintiffs alleged were early out programs: the Frontline Voluntary Separation Program 2 (“VSP 2”) and the Frontline Voluntary Separation Leave Program (“VSL”). Some of the Plaintiffs and members of the Settlement Class retired without taking advantage of any program, some retired under the Frontline Voluntary Separation Program 1 (“VSP1”) and some under VSP2. Plaintiffs did not receive the cash benefits of any of the programs offered after their retirements:

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

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

- United denied that any of the three programs in question were “early out” programs within the meaning of the Early Out Program;
- United asserted that the VSL program did not provide for cash severance benefits, but rather for paid leave before termination of employment;
- United asserted that, in any event, those employees who retired under VSP1 or VSP2 signed releases of any potential claims, including claims under any later programs, as a condition of receiving those benefits;
- Plaintiffs could not assert ERISA claims because none of the programs were employee benefit plans subject to that law; and
- The announcement of the Early Out Program did not create a contract under Illinois state law.

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

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

5. Why is this case a class action?

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

6. Why is there a Settlement?

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

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

On the one hand, pursuing the case against Defendants could result in a verdict obtaining greater relief (more damages) than that provided by the Settlement. On the other hand, continuing the case against the Defendants could result in a verdict for less than the Class Representatives have obtained in the Settlement, or no recovery at all, as explained above. Based on these risks and an evaluation of the particular risks presented by this case, in particular the fact that the case was dismissed by the District Court, the Class Representatives and Class Counsel believe the Settlement is in the best interests of all Class Members. Additional information concerning the Settlement and these factors is available in the motion for preliminary approval of the Settlement Agreement, which may be obtained at the Settlement website listed at the bottom of this page.

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

Class Counsel has submitted a detailed Plan of Allocation to the Court for approval at the Fairness Hearing. It describes the manner by which the Net Settlement Amount will be distributed to Settlement Class members. The Settlement Amount will be allocated to Settlement Class Members on a pro rata basis using the ratio of each Class Member's damages as a proportion of the total of all Class Members' damages. The calculation of those damages is set forth below. As you will see and as is explained further below, for those Class Members who retired under VSP1, or VSP2, damages are discounted because they signed releases of claims as a condition of accepting the benefits of those programs.

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

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

- b. A2 – VSP2 eligible but not VSL eligible: Group A2 Class Members who were VSP2 eligible but were not VSL eligible have damages equal to the monetary incentive under VSP2.
 - c. A3 – VSP3 eligible but not VSP2 or VSL eligible: Group A3 Class Members who were eligible for VSP3 but not eligible for VSP2 or VSL have damages equal to the monetary incentive under VSP3.
2. **Group B**: Frontline and Management and Administrative Employees who retired under VSP2.
- a. B1 – VSL Eligible: Group B1 Class Members who were VSL eligible have damages equal to the difference between the monetary incentive under VSP2 and VSL. The difference will then be reduced by 20%.
3. **Group C**: Frontline and Management and Administrative Employees who retired under VSP1.
- a. C1 – VSL eligible: Group C1 Class Members who were VSL eligible have damages equal to the monetary incentive under VSL reduced by 20%.
 - b. C2 – VSP2 eligible but not VSL eligible: Group C2 Class Members who were VSP2 eligible but not VSL eligible have damages equal to the monetary incentive under VSP2 reduced by 20%.
 - c. C3 – VSP3 eligible but not VSP2 or VSL – Group C3 Class Members who were VSP3 eligible but not eligible for VSP 2 or VSL have damages equal to the monetary incentive under VSP3 reduced by 20%.

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

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

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

8. When will I receive my payment?

Payment is conditioned on several matters, including the Court's approval of the Settlement and that approval becoming final and no longer subject to any appeals. Upon satisfaction of various conditions, the Net Settlement Amount will be allocated to Settlement Class members' Plan

accounts or to accounts created for them pursuant to the Plan of Allocation (described above) within approximately 45 business days after final approval has been obtained for the Settlement and all appeals or appeal rights have expired. If there is an appeal of the final approval, resolution of that appeal could take several years. The Settlement Agreement may be terminated on several grounds, including if the Court does not approve or otherwise modifies the terms of the Settlement. If the Settlement Agreement is terminated, the Settlement will also be terminated, and the Lawsuit will proceed as if the Settlement had not been reached.

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

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

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

10. Can I exclude myself from the Settlement?

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

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The law firms of Kantor & Kantor, LLP; The Civil Litigation Clinic at Chicago-Kent School of Law, Keller Rohrback L.L.P., and DeBofsky Law, Ltd. represent the Class Representatives and the Settlement Class (“Class Counsel”). You will *not* be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense, but you need not do so in order to participate in the Settlement.

12. How will the lawyers be paid?

Before the Fairness Hearing, Class Counsel will apply for an award of attorneys’ fees and reimbursement of expenses for their work and at their direction. The application for Attorneys’ fees and expenses will not exceed 33 1/3% of the Gross Settlement Fund plus expenses by them in pursuing the Lawsuit. The written application for fees and expenses, together with the application for Incentive Awards to the Class Representative will be filed by _____, 2026, and the Court will consider this application at the Fairness Hearing.

A copy of the application will be available at the Settlement website listed at the bottom of this page or by requesting a copy from Class Counsel.

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

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

OBJECTING TO THE SETTLEMENT

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

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

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

File with the Clerk of the Court:

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

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

CLASS COUNSEL:

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

DEFENDANTS' COUNSEL:

Brian D. Boyle
M. Tristan Morales
Shannon M. Barrett
O'MELVENY & MYERS LLP
1625 Eye Street, N.W.
Washington, DC 20006
202-383-5112 (Phone)
202-383-5414 (Fax)
bboyle@omm.com
tmorales@omm.com
sbarrett@omm.com

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

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on _____, _____, at _____ a.m., CST, at the United States District Court for the United States District Court, Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, Courtroom 2303.

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

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

15. Do I have to come to the hearing?

No. At the hearing, Class Counsel will answer questions Judge Tharp may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be considered by the Court

when the Court considers whether to approve the Settlement as fair, reasonable and adequate. You may also have your own lawyer attend the Fairness Hearing at your expense, but such attendance is not mandatory.

16. May I speak at the hearing?

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

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

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing and you are a Class Member, you will participate in the Settlement as described above in this Notice if the Settlement is approved.

GETTING MORE INFORMATION

18. How do I get more information?

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

Class Counsel have established a toll-free phone number, _____, to receive your comments and questions. You may also be contact Class Counsel via e-mail at _____.

DATED: _____, 2026

By Order of the Court

Hon. John J. Tharp
United State District Judge
Northern District of Illinois

Questions? Visit [www.](#) Or Call Toll Free (____) _____ Or Email _____.

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

EXHIBIT D

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

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

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharpe, Jr.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed this 6th day of March, 2026, at Brooklyn, NY.

DRAFT
Samantha Brener

EXHIBIT E

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

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

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

The Honorable John J. Tharpe, Jr.

DECLARATION OF JAMIE S. FRANKLIN

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

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

2. A summary of my background and qualifications follows.

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

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

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

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

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

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

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

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

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

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

Dated: _____, 2026

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

DRAFT
Jamie S. Franklin

EXHIBIT F

**NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

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

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

The Honorable John J. Tharpe, Jr.

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

I, Mark D. DeBofsky, declare as follows:

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

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

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

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

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

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

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

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

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

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

Executed on _____, 2026

DRAFT
Mark D. DeBofsky

EXHIBIT G

**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, BERNHARD J. ORNELLAS, ERNEST HEWSON, DONNA LOUCKS, ROXANN MERLINI, JO GAWLER, AND ROBERT KEARNEY,

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 1:21-cv-06395

Honorable John J. Tharp, Jr.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed on _____, 2026 at Oakland, California.

DRAFT
Jeffrey Lewis

EXHIBIT H

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

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

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharp, Jr.

The Court having received and considered the Parties' Joint Motion for Preliminary Approval of Settlement Agreement and Class Notice (the "Motion") (ECF No.____) in the above-captioned action (the "Action") and supporting papers including the Class Action Settlement Agreement fully executed as of December 18, 2025, (the "Settlement Agreement")¹ and the declarations of counsel, having further considered the arguments of counsel and the pleadings and record in the case, and having held a hearing on the motion on _____, 2026, and finding good cause for granting the Motion,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This 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).
2. Venue before the Court is proper pursuant to 29 U.S.C. § 1132(e)(2).
3. The Court finds, on a preliminary basis, that: (i) the Settlement Agreement is fair, reasonable, and adequate to warrant sending notice of Settlement to the Settlement Class; (ii) the Settlement Agreement resulted from arms'-length negotiations in good faith between experienced counsel with the assistance of a mediator from the Seventh Circuit Court of Appeals following dismissal of the Second Amended Complaint in its entirety; (iii) the proposed Settlement eliminates risks to the Parties of continued litigation; (iv) the proposed Settlement treats Settlement Class members equitably relative to each other; (v) the form and method of notice of the Settlement and of the Fairness Hearing is appropriate; and (vi) the Settlement Agreement and Settlement Class meet all applicable requirements of law, including Federal Rule of Civil Procedure 23 and

¹ Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning ascribed in the Settlement Agreement.

applicable Seventh Circuit precedents. Accordingly, the Court preliminarily approves the Settlement Agreement in its entirety.

4. For settlement purposes only, the Court preliminarily finds that the requirements for class certification under Federal Rule of Civil Procedure 23(a) and 23(b)(1) have been met and preliminarily certifies the following Settlement Class under Federal Rule of Civil Procedure 23(b)(1):

All former employees of United who retired between August 17, 2017 and December 31, 2020 and who were not eligible for the Frontline Voluntary Separation Program 2 (“VSP 2”) and/or the Voluntary Separation Program 3 (“VSP 3”) and/or the Frontline Voluntary Separation Leave Program (“VSL”) for the sole reason that they retired before United offered VSP 2 and/or VSL, regardless of whether they signed a release in connection with their separation from United.

5. Named 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 appointed as the Class Representatives, and their counsel—Kantor & Kantor, LLP, The Civil Litigation Clinic at Chicago-Kent School of Law, Keller Rohrback L.L.P., and DeBofsky Law, Ltd.—are appointed as Class Counsel.

6. The Court approves the text of the Class Notice in (Exhibit A to this Order) and the method of giving direct notice to Settlement Class members by email and, if no email address is available, by U.S. mail. The Court finds that the proposed Class Notice fairly and adequately provides 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) the Released Claims and Defendants’ Released Claims; (6) the identity

of Class Counsel and the amount of attorneys' fees and expense reimbursements they will seek 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' right to appear at the Fairness Hearing. Pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the emailing and/or mailing of these Class Notices constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Settlement Class members, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and due process.

7. No later than forty-five (45) calendar days following the entry of this Preliminary Approval Order, the Settlement Administrator shall distribute the proposed Class Notice to all Settlement Class members by email. If a Settlement Class member does not have an email address on file with United Airlines, then the Settlement Administrator will send the Class Notice via first class mail. Any notices that are bounced back due to invalid email addresses will also receive a follow up notice via first class mail.

8. The Settlement Administrator also shall establish a settlement website and toll-free telephone line relating to the Settlement.

9. Verita is hereby appointed as the Settlement Administrator and shall be required to perform all the duties of the Settlement Administrator as set forth in the Settlement Agreement, the Plan of Allocation, and this Order. The Settlement Administrator shall be bound by the Protective Order, ECF No. 67. The Settlement Administrator shall use the data about the Settlement Class members solely for the purposes of meeting its obligations as Settlement Administrator, and for no other purpose.

10. On _____ date, at _____ time, or at such other date and time later set by Court Order, in Courtroom _____ of the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago IL 60604, this Court will hold a Fairness Hearing to: (1) give final consideration to the fairness, reasonableness, and adequacy of the Settlement Agreement, (2) review any comments or objections regarding the Settlement Agreement, (3) consider whether the Court should enter a Final Approval Order approving this Settlement, (4) consider any motion for attorneys' fees and expense reimbursement by Class Counsel, and any motion for Service Awards, and (5) consider any other matters that the Court may deem appropriate in connection with the Settlement.

11. Any objections to the Settlement from Settlement Class members must be timely sent to Class Counsel and Defense Counsel to be considered. To be timely, the objection must be personally delivered, or sent by U.S. mail or courier, to Class Counsel and Defense Counsel no later than twenty (20) calendar days prior to the date of the Fairness Hearing. The objection must: (1) clearly identify the case name and number of this Action; (2) include the Settlement Class member's full name, current address, email address, and telephone number; (3) describe the basis for the objection; and (4) include the Settlement Class member's signature. A Settlement Class member who submits an objection regarding the Settlement Agreement need not appear at the Fairness Hearing for the Settlement Class member's objection to be considered by the Court. Any Settlement Class member who intends to speak at the Fairness Hearing must provide notice of their intention no later than twenty (20) calendar days prior to the date of the Fairness Hearing. Any Settlement Class member who fails to object in the manner prescribed herein shall be deemed to have waived such Settlement Class member's objections and shall forever be barred from making any such objections in this Action or in any other action or proceeding.

12. Any application for attorneys' fees and costs, administrative expenses, or Class Representatives' Service Awards shall be filed no later than twenty-one (21) calendar days prior to the deadline for objections.

13. No later than twenty-one (21) calendar days prior to the deadline for objections, Class Counsel shall file papers in support of Final Approval of the Settlement Agreement. The deadline for Parties to file a response to objections is ten (10) days prior to the Fairness Hearing. Class Counsel shall file with the Court any objections to the Settlement that Class Counsel receives.

14. The CAFA Notices attached hereto as Exhibit B are approved and upon mailing of those notices, Defendants will have fulfilled their obligations under the Class Action Fairness Act, 29 U.S.C. § 1711.

15. The Settlement Class members are preliminarily barred and enjoined from asserting any of Plaintiffs' Released Claims against any of the Released Defendant Parties, and the Defendants are preliminarily barred and enjoined from asserting any of Defendants' Released Claims against any of the Released Plaintiff Parties.

16. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with the Settlement, shall be construed as an admission or concession by Defendants as to the validity of any claims or as to the truth of any allegations in this Action, or of any liability, fault, or wrongdoing of any kind.

17. Unless otherwise ordered by the Court, all proceedings in the Action are stayed, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement or other agreement of the Parties.

18. In the event that the Settlement Agreement is terminated pursuant to its terms or is not finally approved in all material respects by the Court, or such approval is reversed, vacated, or modified in any material respect by this or any other court, then the Parties and Settlement Class members will be restored to their respective positions as of October 1, 2025, the day immediately prior to the date on which the Term Sheet was executed by Plaintiffs. This Action shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered, and any order entered by the Court pursuant to the terms of the Settlement Agreement, including the certification of the Settlement Class for settlement purposes, shall be treated as vacated *nunc pro tunc*.

DATED: _____

John J. Tharp Jr.
United State District Court 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, ERNEST HEWSON, DONNA
LOUCKS, ROXANN MERLINI, JO GAWLER,
and ROBERT KEARNEY

Plaintiffs,

v.

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

Defendants.

Consolidated
Civil Action No. 21-cv-06395

Honorable John J. Tharp, Jr.

The Court having reviewed and considered Plaintiffs' Unopposed Rule 62.1 Motion for Indicative Ruling (the "Motion") (ECF No.__) in the above-captioned action and supporting papers including Memorandum in Support of Plaintiffs' Unopposed Rule 62.1 Motion for Indicative Ruling and exhibits thereto, hereby grants the Motion.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

The Court is inclined to grant the Parties' Joint Motion for Preliminary Approval of Settlement Agreement and Class Notice.

DATED: _____

John J. Tharp Jr.
United State District Court Judge