

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

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

Plaintiffs,

v.

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

Defendants.

Civil Action No. 1:21-cv-06395

Honorable John J. Tharp, Jr.

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

This notice ("Notice") advises you of a proposed settlement (the "Settlement") of a class action lawsuit brought by Plaintiffs Micheal (Susie) Hoffman, the Estate of Margaret Roumain, Gregory Frank, Victor Yustman, Victoria Fellows, Maria Deglauve, Ron Ozaki, Ernest Hewson, Donna Loucks, Roxann Merlini, Jo Gawler, and Robert Kearney, who are all former United Airlines employees, individually and as the representatives of the Settlement Class (collectively, "Class Representatives" or "Plaintiffs") against the following Defendants: United Airlines, Inc. ("United"), United Airlines 36-Month Supplemental Benefit Plan, United Airlines Frontline Voluntary Separation Program 2 (VSP2), United Airlines Frontline Voluntary Separation Leave (VSL) Program, United Airlines Consolidated Welfare Benefit Plan, and United Airlines Retiree Medical Program (collectively, "Defendants").

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

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

A former employee of United Airlines who retired between August 17, 2017 and December 31, 2020, who was not eligible to participate in the Frontline Voluntary Separation Program 2 ("VSP2"), the Frontline Voluntary Separation Program 3 ("VSP3") and/or the Frontline Voluntary Separation Leave Program ("VSL") for the sole reason that the employee retired before United offered VSP2, VSP3 and/or VSL, regardless of whether the employee signed a release of claims as a condition of accepting any of these programs. This is further explained below.

The following are definitions of these Programs:

VSP2: VSP2 refers to United's Voluntary Separation Program 2, effective beginning May 2020. Within VSP2, there were several options, including two options for frontline employees and one option for management and administrative ("M&A") employees. References to VSP2 in this notice include any of the options. The options included:

- M&A VSP2
- Frontline VSP2 – Option A

- Frontline VSP2 – Option B

VSP3: VSP3 refers to United’s Voluntary Separation Program 3, effective beginning June 2020. Only M&A employees were eligible for VSP3.

VSL: VSL refers to United’s Voluntary Separation Leave Program, effective beginning January 2021. Only frontline employees were eligible for VSL. Within VSL, there were three options. References to VSL in this notice include any of the options. The options included:

- VSL Program A
- VSL Program B
- VSL for employees under 45 and/or without 15 years of service

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

The United States District Court for the Northern District of Illinois (the “Court”) has preliminarily approved this Settlement and has scheduled a Fairness Hearing to evaluate the fairness and adequacy of the Settlement. At the hearing, the Court will consider Plaintiffs’ requests for approval of the Settlement, for class certification, for approval of a proposed plan of allocation of the settlement amount, for an award of Attorneys’ fees and expenses, and for an incentive award to the Class Representatives. The hearing has been scheduled for September 1, 2026, at 11:00 a.m. (CT) in Courtroom 2303 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 www.HoffmanSettlement.com or by contacting the lawyers for the Class (“Class Counsel”) identified below. Capitalized terms as used in this Notice and not defined herein have the meanings assigned to them in the Settlement Agreement. The Settlement will provide for a lump sum payment of \$27,500,000 by United and allocation of a portion of that amount among Class Members according to a plan of allocation described below. The Settlement is summarized below.

Any questions regarding the Settlement should be directed to Class Counsel through the Settlement Administrator. Class Counsel has established a toll-free number, 1-888-808-7073, if you have questions or comments. You may also send an email with questions or comments to Info@HoffmanSettlement.com. 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 DO NOT OPPOSE THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

ACTIONS YOU MAY TAKE IN THE SETTLEMENT	
NO ACTION IS NECESSARY TO RECEIVE PAYMENT.	If the Settlement is approved by the Court and you are a Settlement Class Member, you do not need to do anything to receive a payment. The portion, if any, of the Settlement Fund to be allocated to you will be paid to you by the Settlement Administrator.
YOU CAN OBJECT NO LATER THAN AUGUST 12, 2026 . WRITTEN OBJECTIONS MUST BE FILED WITH THE COURT BY THIS DATE.	If you wish to object to any part of the Settlement, you can write to the Court and explain why you do not like the Settlement.
YOU CAN GO TO THE HEARING ON SEPTEMBER 1, 2026, at 11:00A.M. CT BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN AUGUST 12, 2026 .	If you submit a written objection, you can ask to speak in Court about the fairness of the Settlement. You may enter your appearance in Court through an attorney if you so desire.

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

SUMMARY OF SETTLEMENT

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

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

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

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

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

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

BASIC INFORMATION

1. Why did I get this Notice package?

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

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

The Fairness Hearing will be held on September 1, 2026 at 11:00 a.m. CT before the Honorable John J. Tharp, Jr. in the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, Courtroom 2303 to determine:

- (a) Whether the Settlement is fair, reasonable, and adequate and should be approved by the Court;
- (b) Whether final judgment approving the Settlement Agreement should be entered;

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

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

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

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

3. What does the Settlement provide?

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

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

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

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

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

That Complaint alleged violations of the federal law governing employee benefits (ERISA) and, in the alternative, a breach of contract under Illinois state law. All of Plaintiffs' claims were based on an announcement by then United CEO Oscar Munoz on August 17, 2017, that if United offered an "early out" program within three years after employees' retirements for which the retired employees would have been eligible if active, United would provide them the cash benefits of that program (the "Early Out Program"). Subsequently, United offered several programs that Plaintiffs alleged were early out programs VSP2, VSP3, and VSL. Some of the Plaintiffs and members of the Settlement Class retired without taking advantage of any program, some retired under the Voluntary Separation Program 1 ("VSP1") (United's 2020 Voluntary Separation Program offered in March 2020, which did not have a monetary component), some under VSP2, and some under VSP3. As detailed below, Plaintiffs did not receive the cash benefits of any of the VPS2, VSP3 or VSL programs offered after their retirements:

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

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

- United denies that the Early Out Program, VSP2, VSP3, and VSL were employee benefit plans subject to claims under ERISA;

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

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

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

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

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

6. Why is there a Settlement?

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

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

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

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

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

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

1. **Group A:** Frontline and Management and Administrative Employees who did not retire under any Voluntary Separation Program.
 - a. A1 - VSL Eligible: Group A1 Class Members who were VSL eligible have damages equal to the monetary incentive under VSL. There are 2,608 Class Members in this group.
 - b. A2 - VSP2 eligible but not VSL eligible: Group A2 Class Members who were VSP2 eligible but were not VSL eligible have damages equal to the monetary incentive under VSP2(b). There are 1,607 Class Members in this group.
 - c. A3 – VSP3 eligible but not VSP2 or VSL eligible: Group A3 Class Members who were VSP3 eligible but were not VSP2 or VSL eligible have damages equal to the monetary incentive under VSP3. There are 74 Class Members in this group.

2. **Group B:** Frontline and Management and Administrative Employees who retired under VSP2.

- a. B1 - VSL Eligible: Group B1 Class Members who retired under VSP2 and were VSL eligible have damages equal to the difference between the monetary incentive under VSL and VSP2(b). The difference will then be reduced by 20%. There are 3,976 Class Members in this group.

3. **Group C:** Frontline and Management and Administrative Employees who retired under VSP1.

- a. C1 – VSL eligible: Group C1 Class Members who were VSL eligible have damages equal to the monetary incentive under VSL reduced by 20%. There are 259 Class Members in this group.
- b. C2 – VSP2 eligible but not VSL eligible: Group C2 Class Members who were not eligible for VSL but were eligible for VSP2 have damages equal to the monetary incentive under VSP2(b) reduced by 20%. There are 111 Class Members in this group.
- c. C3 – VSP3 eligible but not VSP2 or VSL eligible: Group C3 Class Members who were VSP3 eligible but not VSP2 or VSL eligible have damages equal to the monetary incentive under VSP3 reduced by 20%. There are 6 people in this group.

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

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

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

8. When will I receive my payment?

Payment is conditioned on several matters, including the Court's approval of the Settlement and that approval becoming final and no longer subject to any appeals. Upon satisfaction of various conditions, the Net Settlement Amount will be paid to each Settlement Class Member pursuant to the Plan of Allocation (described above) within approximately 45 business days after final approval has been obtained for the Settlement and all appeals or appeal rights have expired. The Settlement Administrator will make Settlement payments by check to the address on file with Defendants. To update your mailing address, please contact the Settlement Administrator at 1-888-808-7073 or Info@HoffmanSettlement.com.

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

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

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

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

10. Can I exclude myself from the Settlement?

You do not have the right to exclude yourself from the Settlement. For settlement purposes, the Lawsuit will be certified as a class action under Federal Rule of Civil Procedure 23(b)(1) or (2) (non-opt-out classes) because the Court has determined the requirements of that rule were satisfied. As a result, it is not possible for any 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 College of Law, Keller Rohrback L.L.P., and DeBofsky Law, Ltd. represent the Class Representatives and the Settlement Class ("Class Counsel"). You will **not** be charged directly by these lawyers for their services. If you want to be represented by your own lawyer, you may hire one at your own expense, but you need not do so in order to participate in the Settlement.

12. How will the lawyers be paid?

Before the Fairness Hearing, Class Counsel will apply to the Court for an award of attorneys' fees and reimbursement of expenses for their work. The application for Attorneys' fees and expenses will not exceed one-third of the Gross Settlement Fund in fees plus expenses incurred by them in pursuing the Lawsuit. The written application for fees and expenses, together with the application for Incentive Awards to the Class Representative, will be filed with the Court by July 22, 2026, and the Court will consider this application at the Fairness Hearing. A copy of the application can be requested from the Settlement Administrator.

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

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

OBJECTING TO THE SETTLEMENT

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

Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the application for payment of Attorneys' Fees and expenses, or to the application for Incentive Awards for the Class Representative, may file an Objection in writing. All written objections and supporting papers must: (1) state all supporting bases and reasons for the objection; (2) set forth proof of the objector's membership in the Settlement Class; (3) set forth the names and a summary of testimony of any witnesses that they might want to call in connection with the Objection; (4) clearly identify any documents and other evidence of any kind that are to be presented at the Fairness Hearing in connection with their objection; (5) provide the name(s), address(es) and phone number(s) of any attorney(s) representing them; and (6) include the Class Member's 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 August 12, 2026:**

File with the Clerk of the Court:

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

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

CLASS COUNSEL:

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

DEFENDANTS' COUNSEL:

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

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

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on September 1, 2026, at 11:00 a.m. CT, at 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 Susan L. Meter, Kantor & Kantor LLP, 9301 Corbin Ave., Suite 1400, Northridge, CA 91324, no later than August 12, 2026, and must be filed with the Clerk of the Court, postmarked no later than August 12, 2026 (at the address set forth in Item 13 above).

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

IF YOU DO NOTHING

17. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement through the Settlement Administrator or by making a written request to a member of Class Counsel listed above under Item 11. Copies of the Settlement Agreement, as well as the motion seeking preliminary approval of the Settlement Agreement, and the Preliminary Approval Order, may also be viewed at www.HoffmanSettlement.com.

The Settlement Administrator has established a toll-free phone number, 1-888-808-7073, to receive your comments and questions.