

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

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

Plaintiffs,

v.

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

Defendants.

Consolidated  
Civil Action No. 21-cv-06395

Judge John J. Tharp, Jr.

**ORDER PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT AND CLASS NOTICE**

The Court having received and considered the Parties' Joint Motion for Preliminary Approval of Settlement Agreement and Class Notice (the "Motion") (ECF No. 117) and supplemental briefing (ECF Nos. 121 and 122) 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")<sup>1</sup> 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 April 28, 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

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<sup>1</sup> 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)(2) have been met and preliminarily certifies the following Settlement Class under Federal Rule of Civil Procedure 23(b)(2):

All former employees of United who retired between August 17, 2017 and December 31, 2020 and who were not eligible for the Voluntary Separation Program 2 (“VSP2”) 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 VSP2, VSP3 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 Rohrbach L.L.P., and DeBofsky Law, Ltd.—are appointed as Class Counsel.

6. The Court approves the text of the Class Notice in (Exhibit 1 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 thirty (30) days after entry of this Preliminary Approval Order, Defendants shall pay the Cash Settlement Amount of \$27,500,000 into an Escrow Account.

8. 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.

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

10. 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 including: Distribute the CAFA Notice; email and mail the Notice of Preliminary Approval to the Class Members in accordance with paragraph 8 of this Order by the due date identified in this Order; within 30 days after the due date to provide the Notice of Preliminary Approval, file a

declaration with the Court confirming CAFA and Class Notice of Preliminary Approval were sent in accordance with this Order; provide notice to Class Counsel of updated email and/or U.S. mail address; respond to questions from Class Members or refer Class Members to Class Counsel for responses; maintain and staff a toll-free phone number and website until six (6) months after distribution of the Settlement Fund; calculate the amount of the Net Settlement Amount to be allocated to each Class Member; distribute payment of settlement proceeds to Plaintiff, Class Counsel and Class Members in accordance with instructions from Class Counsel and the Court approved Plan of Allocation; monitor the Qualified Settlement Fund and file all information and other tax returns necessary or advisable; ensure Class Data is used solely for administration of the Settlement and shared only with person or entities employed by the Settlement Administrator for administration of this Settlement; and establish a reserve to defray fifty percent (50%) of the Settlement Administrator's outstanding and future administration costs.

11. 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.

12. On Tuesday, August 25, 2026, at 11:00 a.m. (CDT), or at such other date and time later set by Court Order, in Courtroom 2303 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.

13. 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.

14. 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.

15. 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.

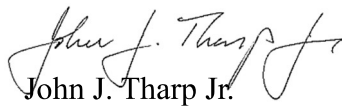
16. The CAFA Notices attached hereto as Exhibit B are approved and upon mailing of those notices, Defendants will have fulfilled their obligations under the Class Action Fairness Act, 29 U.S.C. § 1711.

17. 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.

18. 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.

19. 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: May 14, 2026

  
John J. Tharp Jr.  
United State District Judge