

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

To: All current or former employees of United Airlines, Inc. (“United”), who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023; *and/or* (ii) individuals who are or previously were employed by United in California and classified as a nonexempt Fleet Service Employees or Passenger Service Employees who, as a condition of employment, were required to submit to one or more background checks and/or consumer reports at any time during the period August 12, 2015, to March 31, 2023

PLEASE READ THIS NOTICE CAREFULLY. It pertains to a class action that may affect your rights.

If you wish to exclude yourself from the settlement, you must make a written and signed request for exclusion so that it is actually received by the Settlement Administrator with a postmark no later than **January 16, 2024**.

PLEASE DO NOT CONTACT UNITED’S MANAGEMENT OR HUMAN RESOURCES REGARDING THIS NOTICE. Questions should be directed to the Settlement Administrator as described herein.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims as detailed in Section 4 below. Your estimated Settlement Share is: <<EstAmount>> See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, you must notify the Administrator as explained below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Class Settlement. However, if you are an Aggrieved Employee who requests exclusion, you will still receive a share of the PAGA Allocation. Instructions are set forth below.
Object	Write to the Court about why you do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. You cannot both exclude yourself and object. Directions are provided below.

Pursuant to the orders dated **August 4, 2023 and November 3, 2023** of the Superior Court of the State of California, County of San Diego, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A proposed settlement (the “Settlement”) has been reached between the parties in a coordinated proceeding pending in the Superior Court of the State of California, County of San Diego (the “Court”), *In re: United Airlines Wage and Hour Cases*, Case No. JCCP 5187 (the “Lawsuit”). The following cases, involving the claims listed below, are included in the Lawsuit:

1. *Brown v. United Airlines, Inc.*, Superior Court of the State of California, County of San Diego Case No. 37-2019-00008533 (“*Brown*”), which alleges the following violations of California law: (1) unfair competition in violation of California Business and Professions Code § 17200 *et seq.*; (2) failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code § 510; (4) failure to provide meal breaks in violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (5) failure to provide rest breaks in violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to pay minimum wage in violation of the federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*; and (7) violation of California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”).
2. *Robinson v. United Airlines, Inc.*, Superior Court of the State of California, County of Alameda Case No. RG19014578 (“*Robinson*”), which alleges the following violations of California law: (1) failure to pay minimum and overtime wages pursuant to California Labor Code §§ 200, 510, 1194, 1194.2, and 1197; (2) failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512; (3) failure to provide rest periods pursuant to California Labor Code § 226.7; (4) failure to provide accurate itemized wage statements pursuant to California Labor Code § 226; (5) failure to timely pay final wages upon termination pursuant to California Labor Code §§ 201-203; (6) unfair competition in violation of California Business and Professions Code § 17200 *et seq.*; and (7) violation of PAGA.
3. *Santos v. United Airlines, Inc.*, Superior Court of the State of California, County of San Francisco Case No. CGC-20-585926 (“*Santos P*”), which alleges the following violations of California law: (1) violation of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* (“FCRA”) by failing to make proper disclosures; (2) violation of the FCRA by failing to obtain proper authorizations; (3) failure to make proper disclosures in violation of the California Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.* (“CCRAA”), including violations of Labor Code § 1024.5; (4) failure to make proper disclosures in violation of California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et seq.* (“ICRAA”); (5) failure to accurately pay wages under California Labor Code §§ 227.3, 245-249, 510, 1194, 1197, 1198, and Wage Order 9-2001; (6) failure to provide lawful meal periods under California Labor Code §§ 218.6, 226.7, 512, Civil Code § 3287, and Wage Order 9-2001; (7) failure to authorize and permit lawful rest periods under California Labor Code § 226.7 and Wage Order 9-2001; (8) failure to

timely pay wages owed upon separation from employment under California Labor Code §§ 201, 202, and 203; (9) knowing and intentional failure to comply with itemized wage statement requirements under California Labor Code §§ 226 & 246; and (10) unfair competition in violation of California Business & Professions Code §§ 17200 *et seq.*

4. *Santos v. United Airlines, Inc.*, Superior Court of the State of California, County of San Francisco Case No. CGC-20-587208 (“*Santos II*”), which alleges a single claim for violation of PAGA, based on alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, and 2802, Wage Order 9-2001, and California Code of Regulations, Title 8 §§ 11000 *et seq.*

The Lawsuit is brought on behalf of all current or former employees of United who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023 (“California Subclass Members”); *and/or* (ii) All individuals who are or previously were employed by United in California and classified as a nonexempt Fleet Service Employees or Passenger Service Employees who, as a condition of employment, were required to submit to one or more background checks and/or consumer reports at any time during the period August 12, 2015, to March 31, 2023 (“FCRA Subclass Members”) (collectively with the California Subclass Members, the “Settling Class” or “Settling Class Members”).

The Court has preliminarily approved the Settlement and conditionally certified the Settling Class for purposes of the Settlement only. The Court has not ruled on the validity of Plaintiffs’ claims, and United denies all allegations made in the Lawsuit. You have received this notice because United’s records indicate that you may be a member of the Settling Class. This notice is designed to inform you of the Settlement’s terms.

Depending on the actions you take (or do not take), one of three things will happen:

1. ***If you do nothing***, and the Settlement receives approval from the Court, a payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against United and the other Releasees;
2. ***If you timely submit a Request for Exclusion***, you will not be a member of the Settling Class and will no longer be part of the Lawsuit. You will not receive a payment, but all your potential claims will be preserved, even if the Settlement receives final approval from the Court; or
3. ***If you timely submit an Adjustment Form***, and if the Settlement receives final approval from the Court, the

Settlement Administrator will review the records you provide and may, or may not, adjust the calculation used to arrive at your payment. Regardless of what the Settlement Administrator decides, payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against United and the other Releasees.

I. BACKGROUND OF THE CASE

Plaintiff Ella Brown (“Plaintiff Brown”), a ramp agent employee of United formerly based at San Diego International Airport, initiated the *Brown* action on February 14, 2019, and brought the claims discussed above. United answered the initial complaint, and later the amended complaint, and denied all of Plaintiff Brown’s allegations. On March 11, 2019, Plaintiff Roland E. Robinson (“Plaintiff Robinson”), a former lead ramp service employee based out of San Francisco International Airport, initiated the *Robinson* action and brought the claims discussed above. United answered the initial complaint, and later the amended complaint, and denied all of Plaintiff Robinson’s allegations. On August 12, 2020, Plaintiff Carlos Santos (“Plaintiff Santos”) initiated the *Santos I* action and brought the claims discussed above. United answered the complaint and denied all of Plaintiff Santos’s allegations. On August 11, 2020, Plaintiff Santos initiated the *Santos II* action and brought the claims discussed above. United answered the complaint and denied all of Plaintiff Santos’s allegations. Plaintiff Brown, Plaintiff Robinson, and Plaintiff Santos are referred to collectively herein as the “Plaintiffs.”

On June 28, 2021, Plaintiff Brown filed a Petition for Coordination to coordinate *Brown* with *Robinson*. The Petition for Coordination was assigned Case No. JCCP 5187 (San Diego County Superior Court). On August 3, 2021, the Judicial Council of California (“JCC”) assigned the JCCP action to Judge Katherine A. Bacal. On December 10, 2021, the Court heard oral argument and issued an order the same day coordinating *Brown* and *Robinson*. On April 11, 2022, the Court added *Santos I* and *Santos II* to JCCP 5187.

United believes all claims in the Lawsuit, as well as all claims in the constituent actions *Brown*, *Robinson*, *Santos I*, and *Santos II*, are meritless and contends that at all times it has complied with relevant federal and California law as said law applies to the Settling Class.

On January 28, 2021, United and Plaintiffs, represented by their counsel, engaged in mediation before private mediator David A. Rotman. The case did not settle that day, and a second day of mediation before Mediator Rotman occurred on December 6, 2022. The December 6, 2022 mediation resulted in a mediator’s proposal, which all participating parties accepted on or about December 16, 2022.

Over the course of the Lawsuit, Plaintiffs and United have engaged in significant discussion of the validity of the

legal claims at issue, have exchanged extensive documents and information, and have engaged in motion practice and appeals, all of which have allowed Plaintiffs and United to fully assess the value of the claims involved. Subject to the Court's approval, Plaintiffs and United have agreed to avoid further litigation and to settle and resolve the Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims that are or could have been raised in the Lawsuit, to the fullest extent permitted by law and without any admission of liability or wrongdoing by either party. Plaintiffs and United, and their counsel, have concluded that the Settlement is advantageous, considering the risks, uncertainties, and costs to each side of continued litigation. Plaintiffs and their Counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settling Class.

This Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by United that Plaintiffs' claims have any merit or that United has any liability to Plaintiffs or the Settling Class on those claims, or that class treatment of those claims would be appropriate in litigation (as opposed to settlement).

As a Settling Class Member, your rights will be affected by the Settlement unless you elect to exclude yourself by timely filing a Request for Exclusion.

II. SUMMARY OF THE SETTLEMENT

Assuming the Settlement receives final approval from the Court, United shall make available a total amount of twelve million United States dollars and zero cents (\$12,000,000.00) (the "Gross Settlement Value" or "GSV") in consideration for the settlement of the Lawsuit and the related release of all claims Plaintiffs, and certain specified claims of the Settling Class Members, may have against United. The following amounts shall be deducted from the Gross Settlement Value: (i) attorneys' fees and reimbursement of litigation costs and expenses to attorneys for the Settling Class ("Class Counsel," as defined below), to the extent approved by the Court; (ii) an Enhancement Award to Plaintiffs for their service as class representatives and their efforts in bringing the Lawsuit, to the extent approved by the Court; and (iii) the cost of claims administration and notice, to the extent approved by the Court. The Gross Settlement Value, less these items, is referred to as the "Net Settlement Value" or "NSV."

A. Who Is Included in the Settlement?

All current or former employees of United who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023 ("California Subclass Members"); *and/or* (ii) All individuals who are or previously were employed by United in California and classified as a nonexempt Fleet

Service Employees or Passenger Service Employees who, as a condition of employment, were required to submit to one or more background checks and/or consumer reports at any time during the period August 12, 2015, to March 31, 2023 (“FRCA Subclass Members”).

B. Who Is Representing the Settling Class?

The attorneys for the Settling Class (“Class Counsel”) are:

Norman B. Blumenthal
Kyle R. Nordrehaug
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: 858-551-1223
Facsimile: 858-551-1232
Email : kyle@bamlawca.com

Michael Nourmand
James A. De Sario
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, CA 90211
Telephone: 310-553-3600
Facsimile: 310-553-3603

Laurence D. King
Matthew B. George
KAPLAN FOX & KILSHEIMER LLP
1999 Harrison Street, Suite 1560
Oakland, California 94612
Telephone: 415-772-4700
Facsimile: 415-772-4707

James R. Hawkins
Christina M. Lucio
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: 415-772-4700
Facsimile: 415-772-4707

Shani O. Zakay
ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203

C. When Is the Class Period?

For California Subclass Members, the class period is from February 14, 2015 to March 31, 2023. For FCRA Subclass Members the class period is from August 12, 2015 to March 31, 2023.

D. What Will I Receive from the Settlement?

The Settlement Administrator shall distribute a settlement payment to each Settling Class Member. For California Subclass Members, this amount will be distributed from the Net Settlement Value and will be calculated based on the number of workweeks the California Subclass Member was actively employed in California. For FCRA Subclass Members, the amount will be distributed from the Net Settlement Value and each FCRA Class member will receive a payment of \$75 dollars. The enclosed Adjustment Form contains an estimate of the payment you may be eligible to receive. Please note that this amount may increase or decrease without further notice to you. If you disagree with the information on the Adjustment Form, you may follow the directions on that form to submit your proposed corrected information and supporting documentation to the Settlement Administrator. The Settlement Administrator will have final authority to resolve any such disputes.

E. When Will I Receive My Settlement Payment?

The Settlement Payments will be paid after the Court grants preliminary approval of the Settlement and the Settlement Administrator (as defined below) certifies to the Court that it sent Class Notice to each member of the Settling Class, how many Class Notices were returned as undeliverable, and how many Settling Class Members will be participating in the Settlement. It is up to you to maintain a current address with the Settlement Administrator so that if this Settlement is preliminarily approved, your payment will go to the correct address.

F. Who Is Administering the Settlement?

The Court has appointed the following as Settlement Administrator:

United Airline Wage and Hour Case
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, California 92606
1 (888) 510-2143
www.cptgroupcaseinfo.com/airlinewageandhoursettlement

The Settlement Administrator will mail forms, receive forms back, calculate payments, distribute checks, and answer basic questions about the Settlement.

G. What Claims Are Being Released?

Upon full funding of the GSV, Settling Class Members (other than those who submit a Request for Exclusion) will release, discharge, and covenant not to sue United, including its predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with United, or any of them (individually and collectively “the United Releasees”) from and with respect to the

following actions, causes of action, suits, liabilities, claims, and demands, whether known or unknown, which the Settling Class, or individual members thereof, has, or had against the United Releasees, or any of them:

(a) With regard to the California Subclass during the California Class Period, all wage and hour claims that were alleged, or reasonably could have been alleged, which occurred during the California Class Period, excluding any background check claims, including all claims for violation of: Labor Code §§ 201-203, 226, 226.7, 227.3, 245-249, 510, 512, 1194, 1197, and 1197.1; Wage Order 9-2001; 29 U.S.C. §§ 201 *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California wage and hour class claims outside of the California Class Period;

(b) With regard to the FCRA Subclass during the FCRA Class Period, , all background check and/or consumer report claims that were alleged, or reasonably could have been alleged, which occurred during the FCRA Class Period, excluding any wage and hour claims, including all claims for violation of: the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*; the California Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.*; Labor Code § 1024.5, and the California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and background check claims outside of the FCRA Class Period

(c) The claims set forth in paragraphs (a) and (b) above, along with claims under California Labor Code §§ 2698 *et seq.* and California Business & Professions Code § 17200 *et seq.* predicated thereon, are referred to collectively herein as the “Released Claims.”

The Released Claims include specifically, by way of further description, but not by way of limitation, any and all claims arising out of or reasonably related to any and all attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the claims set out in Paragraphs 55(a) through 55(c), *supra* (including but not limited to any such claims based on the California Labor Code, Business and Professions Code, Civil Code, Order of the Industrial Welfare Commission, and/or Code of Civil Procedure)

The Settling Class Members acknowledge and/or are deemed to acknowledge the existence of the Released Claims set out above, and the release set out above shall be binding and effective as to the Released Claims even if Settling Class Members allege that (i) they were not aware of the existence of said claims and/or (ii) they would have acted differently had

they been aware of the existence of the Released Claims.

All Settling Class Members (including, without limitation, Plaintiffs) intend and/or are deemed to intend that the Settlement should be effective as a bar to any and all of the claims released above. In furtherance of this intention, all Settling Class Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with regard to the Released Claims only, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Settling Class Members desire and intend, or are deemed to desire and intend, that the Settlement shall be given full force and effect according to each and all of its express terms and provisions.

The waiver of Section 1542, above, is not intended to expand the nature of the claims released by the Settling Class beyond the Released Claims set out previously, but rather is intended to ensure that the release as set out is fully enforceable and is not impeded by Section 1542.

H. What Do Class Counsel, the Class Representative, and the Settlement Administrator Receive?

Subject to final approval by the Court as to each of the following items, which United has agreed not to oppose, the following amounts shall be deducted from the Gross Settlement Value: (i) attorneys' fees, which shall not be more than one-third of the GSV; (ii) reasonable and necessary costs and expenses (including expenses incurred by Plaintiffs in the prosecution of this action); (iii) Enhancement Awards to Plaintiffs as reasonable additional compensation for their time and effort expended in connection with the initiation and maintenance of the Lawsuit and in consideration for the additional individuals releases set out in the Settlement Agreement, in an amount not to exceed ten thousand United States Dollars and zero cents (\$10,000.00) per Plaintiff, not including their share as participating class members, to the extent approved by the Court; (iv) the cost of claims administration and notice (currently estimated to not to exceed \$60,000, to the extent approved by the Court; and (v) to the State of California in the amount of two hundred fifty thousand United States Dollars and zero cents (\$250,000.00) in penalties pursuant to PAGA. If approved by the Court, these amounts will be deducted from the GSV pursuant to the Settlement prior to arriving at the NSV. Class Counsel believe the amount for costs and attorneys' fees requested are fair and reasonable, and United has agreed not to oppose their request for that amount.

III. PLAINTIFFS AND CLASS COUNSEL SUPPORT THE SETTLEMENT

Class Counsel and Plaintiffs support this Settlement. Their reasons include the inherent risk of denial of class certification, the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and recent case

law which pertains to certain of the ambiguities in this litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, include a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate.

IV. WHAT ARE YOUR RIGHTS AS A MEMBER OF THE SETTLING CLASS?

Plaintiffs as Class Representatives and Class Counsel represent your interests as a member of the Settling Class. Unless you elect to exclude yourself from the Settlement by timely filing a Request for Exclusion, you are a part of the Settling Class and you will be bound by the terms of the Settlement, regardless of whether or not you receive a payment, as described above and as more fully discussed in the Settlement Agreement on file with the Court. As a member of the Settling Class, any final judgment that may be entered by the Court pursuant to the Settlement will effectuate a release of your claims against United and the other released parties as described above. As a Settling Class Member, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

A. Objecting to the Settlement.

If you are dissatisfied with any of the terms of the Settlement, you may object to the Settlement. Any objection to the Settlement must be in writing and must explain, in clear and concise terms, the basis for your objection. In addition, in order to be considered, your objection must be mailed to all of the following via first class mail and actually received no later than **January 16, 2023**.

Superior Court of California, County of San Diego
Hall of Justice, Fifth Floor Department C-69
330 West Broadway
San Diego, CA 92101

United Airline Wage and Hour Case
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, California 92606
1 (888) 510-2143

www.cptgroupcaseinfo.com/airlinewageandhoursettlement

Norman B. Blumenthal
Kyle R. Nordrehaug
BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: 858-551-1223
Facsimile : 858-551-1232

Adam P. KohSweeney
O'MELVENY & MYERS LLP
Two Embarcadero Center
San Francisco, CA 94111-3823

Your objection must include your full name, address, and dates and place of your employment at United and must reference the Lawsuit, *In re: United Airlines Wage and Hour Cases*, JCCP 5187. Alternatively, you may object by appearing at the Final Approval Hearing scheduled for **April 5, 2024 at 1:30 p.m.**

PLEASE DO NOT TELEPHONE THE COURT, COUNSEL, OR DEFENDANT. SPECIFICALLY, DO NOT CONTACT UNITED MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.

Any Settling Class Member who does not object to the Settlement in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement with respect to covered claims, unless you also submit a Request for Exclusion in the manner described in this Notice.

B. Excluding Yourself from the Settlement.

If you do not wish to participate in the Settlement, you must file a Request for Exclusion. To be valid, the Request for Exclusion must be signed by you and returned via first class mail to:

United Airline Wage and Hour Case
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, California 92606
1 (888) 510-2143
www.cptgroupcaseinfo.com/airlinewageandhoursettlement

The Request for Exclusion must be actually received by the Settlement Administrator with a postmark of no later **January 16, 2024.**

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a Settling Class Member, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims they may have against United, except for PAGA claims, which Settling Class Members release regardless of whether they exclude themselves from the settlement.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing at the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-69, 330 West Broadway, San Diego, CA 92101, on **April 5, 2024 at 1:30 p.m.**, to determine

<<EmployeeName>>

CPT ID: <<ID>>

whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for costs and attorneys' fees, the Enhancement Award made to Plaintiffs, and the fees and costs of the Settlement Administrator.

The hearing may be postponed without further notice to the Settling Class. It is not necessary for you to appear at this hearing.

VI. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Class and Representative Action Settlement Agreement ("Agreement") between Plaintiffs and United, which will be on file with the Court and available through the Settlement Administrator. The Settlement Administrator has established a website at www.cptgroupcaseinfo.com/airlinewageandhoursettlement where court-filed documents such as the Agreement and the Judgment will be posted. The pleadings and other records in this litigation may be examined at any time during regular business hours at the records office of the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-69, 330 West Broadway, San Diego, CA 92101, or you may contact the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT, UNITED'S COUNSEL, OR UNITED FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. SPECIFICALLY, DO NOT CONTACT UNITED'S MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.