

**Exhibit G to  
Romer-Friedman Declaration**

**IF YOU ARE A LEGACY UNITED AIR LINES PILOT  
WHO TOOK MILITARY LEAVE BETWEEN 2000 AND 2010**

**You Could Receive Additional Pension Benefits From a Class Action Settlement**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

- A \$6.15 million Settlement with United Air Lines, Inc. (“Legacy United” or "United") has been reached in the *Tuten v. United Air Lines, Inc.* class action lawsuit (the "Lawsuit"). The Lawsuit claimed that from 2000 to 2010 United made employer contributions to pilots' accounts in the Pilots' Directed Account Plan ("PDAP") in a manner that did not comply with the Uniformed Services Employment and Reemployment Rights Act.
- Under the Settlement Agreement, you may be eligible to receive an additional employer contribution to your PDAP account if you took Long-Term Military Leave (*i.e.*, one or more military leaves each totaling 30 days or more) during your employment as a pilot with United. To the extent feasible, the amount to be paid will be made as an additional employer contribution to your PDAP account.
- United has also agreed to make important changes to its policy for making employer contributions for pilots who take Long-Term Military Leave in the future.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**IF YOU ARE NOT ON LONG-TERM MILITARY LEAVE RIGHT NOW:**

<b>DO NOTHING</b>	If you do nothing and the Court approves the Settlement, you will receive an amount of damages that is based on a methodology the parties agreed to for estimating damages and the Plan of Allocation approved by the Court. You do <u>not</u> have to submit any form to receive damages.
<b>CHALLENGE UNITED'S DATA</b>	You may challenge the data provided by United that was used to calculate your estimated damages or determine whether you are a Class Member. A successful challenge may change the amount you are entitled to receive under the Settlement.
<b>OBJECT/COMMENT</b>	You may object to the Settlement or raise any concerns you have about it. You also may ask to speak in Court about the fairness of the Settlement.
<b>EXCLUDE YOURSELF FROM SETTLEMENT</b>	If you want to pursue your own lawsuit, and if the Court certifies a class that allows Class Members to opt out of the Settlement, you can opt out of the Settlement.

**IF YOU ARE ON LONG-TERM MILITARY LEAVE RIGHT NOW:**

<b>EXERCISE FROM AMONG FOREGOING OPTIONS <u>NOW</u></b>	If you want to participate in the Settlement and receive your share of the Settlement now, you must submit a form to the Settlement Administrator to consent to the Settlement. If you submit the form, you may exercise from among the same options as outlined above, such as challenging United's data, object/comment, and excluding yourself.
<b>EXERCISE YOUR OPTIONS <u>AFTER</u> RETURNING FROM MILITARY LEAVE</b>	If you do <u>not</u> submit a form to participate in the Settlement before final approval, upon returning from military leave you can exercise from among the same basic options under the Settlement within __ days of returning from military leave, including doing nothing, challenging United's Data, or (if the Court certifies a Class that allows Class Members to opt out of the Settlement) excluding yourself.

- These rights and options—and the deadlines to exercise them—are explained in more detail in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement, and payments will be made if the Court approves the Settlement and after any appeals have concluded.

**For more information: Call 1-888-\_\_ - \_\_ or Visit [www.unitedpilotsclassaction.com](http://www.unitedpilotsclassaction.com)**

## BASIC INFORMATION

### 1. Why did I receive this notice package?

You are receiving this notice because you were identified by United and/or Class Counsel as a potential Class Member in a class action lawsuit against United. United's records show that you took Long-Term Military Leave (i.e., one or more military leaves each totaling 30 days or more) from United between 2000 and 2010, which means that you may be a Class Member. You have a right to know about a proposed Settlement, and about your options, before the Court decides whether to approve the Settlement. The Court in charge of the case is the United States District Court for the District of Colorado, and the case is called *Tuten v. United Air Lines, Inc.*, No. 1:12-cv-01561-WJM-MEH (D. Colo.). The person who sued is called the Plaintiff and the defendant is United.

### 2. What is this Lawsuit about?

The Lawsuit claims that from 2000 to 2010 United made employer contributions to pilots' PDAP accounts in a manner that did not comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). The Lawsuit alleges that the earnings that United used to calculate employer contributions were based on the monthly "line guarantee" under the pilots' Collective Bargaining Agreement ("CBA"), and that instead United should have used earnings that were based on each pilot's average monthly hours from the 12 months prior to the period of Long-Term Military Leave.

**The Settlement does not mean that United violated any laws. United denies that it did anything wrong.**

### 3. Why is this a class action?

In a class action, one or more people, called class representatives (in this case, James Daniel Tuten), sues on behalf of people who are believed to have similar claims. A court has determined that the claims are sufficiently similar so that the members of the Class may make their claims together and one court will resolve the issues for all Class Members (except for those who exclude themselves from the Class).

## WHO IS IN THE SETTLEMENT

### 4. How do I know if I am a Class Member?

The Class is defined as all former or current pilots employed by United Air Lines, Inc.

(1) who were participants in the United Airlines Pilot Directed Account Plan (the "PDAP") at any time between January 1, 2000 and October 31, 2010; and

(2) who were on a Long-Term Military Leave (i.e., 30 days or more) that began and ended between January 1, 2000 and October 31, 2010; and

(3) on whose behalf United made defined contributions to the PDAP based on the monthly minimum flight hours guaranteed under the pilots' CBA; and

(4) whose average flight hours during the 12-month period that immediately preceded a period of Long-Term Military Leave (or, if shorter than 12 months, the period of employment immediately preceding such period of military leave) exceeded the monthly minimum flight hours guaranteed under the pilots' CBA.

Excluded from the proposed Class are all former or current pilots who previously reached settlements with or judgments against United in their individual USERRA claims or actions concerning inadequate retirement plan contributions for periods of military leave.

#### 5. I'm still not sure if I'm included?

If you are still not sure whether you are included in the Class, you can call XXX-XXX-XXXX, visit the web site [www.unitedpilotsclassaction.com](http://www.unitedpilotsclassaction.com), or write to United Pilots Class Action Settlement, P.O. BOX XXXX, \_\_\_\_\_, \_\_\_\_\_.

## THE SETTLEMENT BENEFITS

#### 6. What does the Settlement provide?

The Settlement provides PDAP contributions or other compensation to Class Members and also includes a number of changes to United's policies and procedures for making employer contributions to the PDAP on behalf of pilots who take and return from Long-Term Military Leave.

**Monetary Relief.** United will pay \$6.15 million to settle the Lawsuit. After deducting certain amounts, including attorneys' fees, reimbursement of expenses and any awards as described below, the remaining funds will be distributed on behalf of Class Members who will receive supplemental pension contributions in their individual PDAP accounts. Based on the amount of Settlement funds that United has agreed to pay and the personnel data provided by United, Class Counsel estimates that each Class Member will receive for each Claim an additional pension contribution equal or greater to the amount that Plaintiff claims (and what Plaintiff's expert calculated) should have been made from 2000 to 2010 beyond what United actually made. However, depending on challenges to the data provided by United, the amount eventually distributed to or on behalf of Class Members may not be the same as the amount of Plaintiff's calculation of damages.

In addition to the \$6.15 million, United will pay for the full cost of administering the Settlement, including the cost of hiring a Settlement Administrator and a Settlement Adjudicator to decide challenges to United's personnel data.

#### **Changes to United's Policies**

United will also make a number of important changes to the way it calculates the amount of employer contributions that United makes to the PDAP for pilots who take and return from Long-Term Military Leave in the future. United will also make changes to the process by which it communicates with pilots

about the employer contributions to the PDAP that they are entitled to receive for periods of Long-Term Military Leave. Those changes include the following:

(1) When United calculates the amount of employer contributions to the PDAP a pilot should receive for a period of Long-Term Military Leave, (A) United will calculate the monthly average number of hours the pilot worked over the prior 12 month period based on all of the prior 12 months for which United has personnel data, and (B) United will count both paid and unpaid hours of short term military leave as hours worked for the purpose of calculating the monthly average number of hours the pilot worked over the prior 12 months for which United has personal data.

(2) In the future, United will maintain a written policy with respect to the manner by which it makes employer contributions to the PDAP for pilots on Long-Term Military Leave, will publish the policy in accessible places, will make the policy available to pilots upon request, and will instruct the PDAP Plan Administrator to do the same.

(3) In the future, when United makes employer contributions to the PDAP for a pilot who has returned from Long-Term Military Leave, United will provide the pilot with written notice describing the data and methodology that were used to calculate the amount of the contribution.

(4) In the future, when a pilot gives notice that he or she is going to take Long-Term Military Leave, United will, as soon thereafter as reasonably practicable but no later than within 30 days of such written notice, provide the pilot with an estimate of the average number of hours the pilot worked over the prior 12-month period and provide the pilot with a copy of the written policy with respect to the manner by which it makes employer contributions to the PDAP for pilots on Long-Term Military Leave.

## **7. How much money will I receive?**

The amount that you will receive, including the contribution amount that will be made on your behalf to the PDAP, cannot be determined yet. The specific amount that you receive will be determined by the Plan of Allocation proposed by Plaintiff and Class Counsel and other factors, including the number of challenges to United's data and the result of those challenges. Based on the data provided by United and the amount of the Settlement Fund, Class Counsel estimates that each Class Member will receive supplemental employer contributions to the PDAP that are equal to or greater than the amount of employer contributions to the PDAP Plaintiff claims United should have made but did not make from January 2000 to October 2010. Depending on challenges to the data provided by United, and other factors (such as whether the Court modifies the proposed allocation formula), the amount of supplemental contribution eventually made on behalf of Class Members may not be the same as the amount of Plaintiff's calculation of damages.

Each Class Member may have one or more Claims. In this Settlement, a "Claim" is a claim by a Class Member that he or she was subject to United's policy for making contributions under USERRA for a specific period of Long-Term Military Leave that began and ended during the time period January 1, 2000 through October 31, 2010.

Under the Plan of Allocation proposed by Class Counsel, about 90% of the Claims of Class Members ("First Group") will be eligible for supplemental employer contributions to the PDAP based on 100% of their Potential Estimated Damages plus 8% annual interest on their Potential Estimated Damages from

the contribution date through April 2013. In addition, about 10% of the Claims of Class Members for which Class Counsel recognizes UAL has a potential untimeliness defense ("Second Group") will be eligible for supplemental employer contributions to the PDAP based on 100% of their Potential Estimated Damages. If the First Group of Claims receives 8% annual interest, then any remaining Settlement funds will be used to provide up to 8% interest to the Second Group of Claims.

The methodology that the Parties used to calculate the Potential Estimated Damages of each Claim is described in response to the next question.

### **8. How did the parties calculate the Potential Estimated Damages of each Claim?**

Over the course of a number of months, the parties negotiated a methodology for estimating the Potential Estimated Damages of each Claim, i.e., the additional amount of employer contributions to the PDAP that Class Counsel believes United should have made on behalf of the Class Member for a specific period of Long-Term Military Leave. In early 2013, the Parties agreed on a comprehensive methodology for estimating Potential Estimated Damages (the "Agreed Damages Methodology"), and then Plaintiff retained an expert pension actuary to calculate the Estimated Potential Damages of each Claim based on the Agreed Damages Methodology.

#### **The Agreed Damages Methodology has three steps.**

Under the **First Step**, the Parties determined the PDAP contribution that Plaintiff believes should have been made by United on behalf of each pilot for each month of a period of Long-Term Military Leave.

Under the **Second Step**, the Parties determined the PDAP contribution that was actually made by United on behalf of each pilot for each month of a period of Long-Term Military Leave.

Under the **Third Step**, the Parties determined whether there is a shortfall between the contribution that Plaintiff believes should have been made for each month of a period of Long-Term Military Leave and the contribution that was actually made or estimated to be made during the same month, and then the amount of shortfalls for the months in which there were shortfalls.

**To determine the First Step**, the PDAP contribution that should have been made, the following formula was applied:

**(12-Month Average Monthly Hours) x (Hourly Wage Rate) x (Total Percentage of Earnings to Contribute to B and C Funds).**

- To determine the "12 Month Average Monthly Hours," the Parties identified for each of the 12 full months prior to a period of Long-Term Military Leave the number of hours that the pilot worked for compensation (including any paid leave) and the number of hours of unpaid short term military leave, and divided the total number by 12. For any month in which the number of hours that the pilot worked for compensation (including any paid leave) and the number of hours of unpaid short-term military leave is less than the line guarantee in place during that month (75 hours before May 2003 and 70 hours during or after May 2003), the lesser figure was replaced with the line guarantee in place during that month.

- In some cases, where 12 full, consecutive months of personnel data were not available, the Parties used a different method to determine the "12 Month Average Monthly Hours."
  - If a pilot did not have 12 full, consecutive months of work prior to a period of Long-Term Military Leave, because the pilot began employment less than 12 months before the leave began, the calculation was made using the lesser full, consecutive months of work that are available in the personnel spreadsheet.
  - If a pilot did not have 12 full, consecutive months of work prior to a period of Long-Term Military Leave because the pilot had a prior period of Long-Term Military Leave, the calculation was made based on the lesser actual number of full, consecutive months if 6 to 11 full, consecutive months were reported. If the pilot had 5 or fewer full, consecutive months of work prior to a period of Long-Term Military Leave, the calculation was made based on 12 full months by adding the available full months from directly before the latter period of Long-Term Military Leave and the number of full months from before the prior period of Long-Term Military Leave that are needed to have 12 full months to calculate a monthly average. When a pilot had three or more different periods of Long-Term Military Leave, the "12 Month Average Monthly Hours" for the most recent period of Long-Term Military Leave was calculated applying the same distinction between 6 to 11 months and 5 or fewer months to determine whether to include months that preceded prior periods of Long-Term Military Leave.
  - If a pilot did not have 12 full, consecutive months of work prior to a period of Long-Term Military Leave because United did not have personnel data for the relevant period of time, the calculation was made based on the most recent data available on the number of hours that the pilot worked for compensation (including any paid leave) and the number of hours of unpaid short term military leave.
- To determine the "Hourly Wage Rate" used to calculate the PDAP contribution that should have been made, the Parties identified the higher of two figures: (1) the hourly wage rate at the time the pilot ended Long-Term Military Leave, and (2) the hourly wage rate at the time the pilot began Long-Term Military Leave.
- To determine the "Total Percentage of Earnings to Contribute to B and C Funds," the Parties identified for each month the overall percentage of earnings that a United pilot was entitled to receive in his or her B Fund and C Fund. Those percentages are the following:

<b>Effective Date</b>	<b>Employer B Fund Contribution</b>	<b>Employer C Fund Contribution</b>
07/12/1994 to 04/11/2000	1%	0%
04/12/2000 to 04/30/2003	11%	0%
05/01/2003 to 05/31/2005	9%	0%
06/01/2005 to 12/31/2007 – Flight Management (FMT) 06/01/2005 to 01/31/2008 – Line Pilots (PT)	9%	6%
1/1/2008 to present - FMT 2/1/2008 to present - PT	9%	7%

**To determine the Second Step**, the PDAP contribution that was actually made by United for each month of a period of Long-Term Military Leave, the Parties identified the PDAP contribution that was actually made to the pilot's B Fund and C fund for that month, based on United's personnel data. However, when United did not have personnel data to identify the PDAP contribution that was actually made for a particular month, the Parties estimated the amount of the PDAP contribution that was made to the pilot's B Fund and C Fund based on the following: (1) the reserve guarantee in place during that month of Long-Term Military Leave (75 hours before May 2003 and 70 hours during or after May 2003), multiplied by (2) the hourly rate in place at the time the pilot returned from Long-Term Military Leave, multiplied by (3) the percentages of earnings required to be contributed to each pilot's PDAP B Fund and C Fund accounts during that month (identified in the table above).

**To determine the Third Step**, the Parties looked to see whether the amount that Plaintiff believes should have been contributed to the pilot's PDAP account for that month of Long-Term Military Leave (*see* First Step) was greater than the amount that was actually contributed for that month of Long-Term Military Leave (*see* Second Step). Then, for each month whether the First Step amount was greater than the Second Step amount, the amounts for these months were totaled to arrive at a total amount of Potential Estimated Damages for the Claim.

**Missing or Unavailable Data** – In some instances, because United did not have personnel data that was necessary to apply the formulas described above, the Parties made certain assumptions to estimate to the greatest extent possible the relevant personnel data when calculating the Potential Estimated Damages for certain Claims.

**9. How do I find out what numbers were used to estimate my potential damages?**

In this notice package, the Settlement Administrator has provided you with the personnel data that was used by the Parties to calculate your Estimated Potential Damages for each of your Claims. That data includes (1) the hourly wage rate before a period of Long-Term Military Leave, (2) the hourly wage rate after a period of Long-Term Military Leave, (3) the number of hours for which the pilot received compensation in a month before a period of Long-Term Military Leave (including paid short-term military leave), (4) the number of hours of unpaid short-term military leave in a month before a period of Long-Term Military Leave, and (5) the PDAP contribution made on behalf of the pilot for each month in which he or she took Long-Term Military Leave.

**10. What if I disagree with the personnel data that was used to estimate my potential damages?**

Under the Settlement, you have a right to challenge the personnel data that was provided by United to Plaintiff's expert for calculating the Estimated Potential Damages of your Claim(s).

To challenge the accuracy of United's data or to demonstrate that you are a Class Member with a valid Claim, you must mail a detailed statement and documentation to the Settlement Adjudicator that shows that the data you are providing are more reliable or accurate than the data that were used to calculate your Estimated Potential Damages. You may challenge any of the five figures identified in question 9. If you claim that United's data did not identify a valid Claim for a specific period of Long-Term Military Leave, you must also provide documentation to show that you took and returned from Long-Term Military Leave from United during that period of time.

You must mail your challenge to United's data, postmarked no later than \_\_\_\_\_, \_\_, 2013, to:

United Pilot USERRA Settlement Adjudicator  
PO Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ - \_\_\_\_\_

If the Settlement Adjudicator concludes that the data you have provided are more reliable or accurate than the data provided by United and/or that you have a valid Claim that was not identified by United's data, the Settlement Adjudicator will re-calculate your Estimated Potential Damages for the relevant Claim. If this re-calculated figure is higher than the Estimated Potential Damages that was calculated by Plaintiff's expert, then you may be eligible to receive a higher share of the \$6.15 million of Settlement funds for the relevant Claim. If this re-calculated figure is lower than the Estimated Potential Damages that was calculated by Plaintiff's expert, then you may be eligible to receive a smaller share of the \$6.15 million of Settlement funds for the relevant Claim.

**11. Will I have to pay taxes on the benefits that I receive?**

The Parties intend to take reasonable steps to have the supplemental employer contributions made directly into Class Members' individual PDAP accounts in a tax deferred manner (just like other PDAP contributions). If any portion of the distribution from this Settlement for a particular Class Member cannot be made in whole or in part to the PDAP account, that Class Member will receive an amount for that portion of the Settlement issued directly to the Class Member. In either event, you should consult your own tax advisor about the tax implications of any monies or employer contributions that you receive as part of this Settlement.

**OPTIONS FOR CLASS MEMBERS WHO ARE  
NOT ON LONG TERM MILITARY LEAVE**

**12. What happens if I do nothing at all?**

If you do nothing, you will receive a pro rata distribution of the Settlement funds based the Plan of Allocation as approved by the Court. You will be bound by the Court's decisions. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against United regarding the legal issues in this case, ever again.

**13. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your name, address, and telephone number;
- A statement in your own handwriting saying that you want to be excluded from *Tuten v. United Air Lines, Inc.*, No. 1:12-cv-01561-WJM-MEH (D. Colo.); and
- Your signature.

You must mail your exclusion request, postmarked no later than \_\_\_\_\_, \_\_, 2013, to:

United States District Court for the District of Colorado  
Attn: Judge William Martinez / Exclusion From United Settlement  
901 19th Street  
Denver, Colorado 80294-3589

**14. If I don't exclude myself, can I sue United for the same thing later?**

Probably Not. Unless you exclude yourself, you give up the right to sue United for the claims that the Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Under the release in the Settlement Agreement, any Class Member who does not opt out will release their claims, causes of action, or requests for any monetary relief relating to the policy or formula by which United calculated and made contributions to the PDAP accounts of such Class Members in order to comply with United's obligations under USERRA for any period of Long-Term Military Leave that began and ended between January 1, 2000 and October 31, 2010.

**15. If I exclude myself, can I still get benefits from the Settlement?**

No. If you exclude yourself from the Settlement, no supplemental PDAP contributions will be made on your behalf and you will not receive any monetary payments in this Settlement. However, as a practical matter, you may see some non-financial benefit from the changes that United is making to its policies and procedures for making employer contributions to the PDAP accounts of pilots who take and return from Long-Term Military Leave.

**16. How do I tell the Court what I think about the Settlement?**

If you have comments about, or disagree with, any aspect of the Settlement, you may express your views to the Court by writing to the address below. The written response should include your name, address, telephone number, the case name and number (*Tuten v. United Air Lines, Inc.*, No. 1:12-cv-01561), a brief explanation of your reasons for objecting, and your signature. The response must be postmarked no later than \_\_\_\_\_, \_\_\_, 2013, and mailed to:

United States District Court for the District of Colorado  
Attn: Judge William Martinez / Comment on United Settlement  
901 19th Street  
Denver, Colorado 80294-3589

**17. What's the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you cannot object to the Settlement because you will not be bound by the Settlement.

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

The Court will hold a Fairness Hearing at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_, at the United States District Court for the District of Colorado (901 19th Street, Denver, Colorado 80294-3589). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.unitedpilotsclassaction.com](http://www.unitedpilotsclassaction.com) for updated information or on the website of Lead Class Counsel. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel in fees, what to reimburse Class Counsel for their expenses and whether to provide the Plaintiff with a service award because of his time and expense to bring this Lawsuit. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. Please be patient.

**19. Do I have to come to the fairness hearing?**

Your attendance is not required, even if you properly mailed a written response. Class Counsel is prepared to answer the Court's questions on your behalf. If either you or your personal attorney want to attend the hearing, you and/or your personal attorney may attend at your expense. As long as any objection or comment you filed was postmarked before the deadline, the Court will consider it.

**20. May I speak at the fairness hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you should send a letter saying that it is your "Notice of Intent to Appear in *Tuten v. United Air Lines, Inc.*" It must include your name, address, telephone number, and signature as well as the name and address of your lawyer, if one is appearing for you. Your Notice of Intent to Appear must be postmarked no later than \_\_\_\_\_, 2013, and be sent to the address listed in Question 16.

**OPTIONS FOR CLASS MEMBERS WHO ARE CURRENTLY ON LONG TERM MILITARY LEAVE**

**21. Are my options different because I am currently on Long-Term Military Leave?**

Yes. If you are currently engaged in Long-Term Military Leave, you can exercise the same options available to other Class Members now or you can wait until you return from Long-Term Military Leave to exercise similar options under the Settlement.

**22. How can I exercise my rights now?**

If you want to participate now in the Settlement and receive your supplemental pension contributions with the rest of the Class, or if you want to comment on the Settlement, you must affirmatively consent to participate in the Settlement Agreement. You can do so by completing and submitting a Form enclosed in this Notice Package to the following address by \_\_\_\_\_, 2013:

United Pilot Class Action Settlement Consent  
PO Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

If you choose to participate in the Settlement now, you must submit any challenge to United's data by \_\_\_\_\_, 2013, as described in Question 10.

If you want to exclude yourself from the Settlement now, you should follow the same procedure outlined in Question 13 for opting out of the Settlement.

**23. How do I exercise my rights later?**

If you do not want to participate in the Settlement now, you may choose to exercise your rights within \_\_\_ days of returning from Long-Term Military Leave. If you wish to exclude yourself from the Settlement, you must opt out in the manner described in Question 13 within \_\_\_ days of your return. If you wish to challenge United's data, you must submit your challenge in the manner described in Question 10 within \_\_\_ days of returning from Long-Term Military Leave. If you do not take any timely action after returning from Long-Term Military Leave, supplemental pension contributions will be made on your behalf based on the Potential Estimated Damages calculated by Plaintiff's expert and the Plan of Allocation proposed by Class Counsel.

## **THE LAWYERS REPRESENTING YOU**

**24. Do I have a lawyer in this case?**

Yes. The Court has appointed the law firm of COHEN MILSTEIN SELLERS & TOLL PLLC (1100 New York Ave, NW, Suite 500, West Tower, Washington, DC 20005), as "Lead Counsel," to represent you, and also has appointed the Law Office of Thomas G. Jarrard PLLC (1020 N. Washington Street, Spokane, WA 99201), Crotty & Son, PLLC (421 W. Riverside Ave., Ste. 1005, Spokane, WA 99201), and Robert W. Mitchell, Attorney at Law, PLLC (901 N. Monroe, Suite 356, Spokane, WA 99201), as additional "Class Counsel" to represent you. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

**25. How will the lawyers be paid?**

Subject to approval of the Court, Class Counsel is permitted to seek an award of attorneys' fees as a percentage of the Settlement Fund, and reimbursement of its expenses incurred during the litigation. These attorneys' fees pay for work the attorneys have performed on behalf of the Class and for work yet to be done in helping to administer the Settlement. Class Counsel will also ask the Court to provide a service award to the Class representative, who helped the lawyers on behalf of the whole Class. Class Counsel will not ask for more than 25% of the \$6.15 million fund for attorneys' fees and the award for the Class representative. You can review Class Counsel's motion for attorneys' fees and costs and an award for the Class Representative, which will be filed by \_\_\_\_\_, 2013 and posted at [www.unitedpilotsclassaction.com](http://www.unitedpilotsclassaction.com).

## **GETTING MORE INFORMATION**

**26. How do I get more information?**

This Notice summarizes the Settlement. You can get more information about the Settlement at [www.unitedpilotsclassaction.com](http://www.unitedpilotsclassaction.com)., by calling 1-XXX-XXX-XXXX, or writing to United Pilots Class Action Settlement, PO Box \_\_\_, \_\_\_, \_\_\_, \_\_\_-\_\_\_.