

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
CIVIL ACTION NO. 3:14-CV-577-RJC-DCK**

US AIRLINE PILOTS ASSOCIATION,)
)
Plaintiff,)
)
v.)
)
ROGER VELEZ, and LEONIDAS, LLC,)
)
Defendants.)
)
)

NOTICE OF SETTLEMENT AGREEMENT AND FAIRNESS HEARING

A FEDERAL COURT HAS AUTHORIZED THIS NOTICE.

THIS IS NOT A SOLICITATION FROM A LAWYER.

**TO ALL PILOTS EMPLOYED BY AMERICAN AIRLINES AS OF
SEPTEMBER 16, 2014 WHO WERE LISTED ON THE US AIRWAYS
EAST PILOT OR THE US AIRWAYS WEST PILOT SENIORITY LISTS**

PLEASE READ THIS NOTICE CAREFULLY

This Notice relates to a proposed Settlement Agreement and Release of various lawsuits brought by multiple plaintiffs arising out of and relating to claims by and against the US Airline Pilots Association (“USAPA”) and certain individual officers and former officers of USAPA. This Class Notice and the procedures provided for herein have been authorized by a federal court. It contains important information as to your right to be heard with respect to the proposed Settlement Agreement, for the procedures to follow to exercise the right to be heard, and the Court proceedings that will take place as the Court considers and rules upon the fairness of the proposed Settlement Agreement and Release.

You are hereby advised that you must adhere strictly to the procedures and time-frames set forth in this Notice if you wish the Court to consider your comments and/or objections to the proposed Settlement Agreement and Release.

Introduction

The US Airline Pilots Association (“USAPA”) was the certified bargaining agent of the pilots of US Airways from April, 2008 until September 16, 2014, at which time the Allied Pilots Association (“APA”) was certified as the representative of the pilots of the carrier formed by the 2013 merger of US Airways and American Airlines. As of September 16, 2014, USAPA was involved in various matters on behalf of the US Airways pilots, including among other things sponsoring and supporting the USAPA Merger Committee in the McCaskill-Bond seniority list integration (“SLI”) process, and litigation involving USAPA, including *Addington v. USAPA*, 2:13-CV-00471-ROS (“*Addington III*”), which at the time was pending on appeal before the Ninth Circuit.

USAPA’s Constitution and Bylaws provide that decertification is an event that triggers dissolution but that the commencement date of dissolution can be deferred if there is a need for collective legal action on behalf of the pilot group, including but not limited to representation in SLI proceedings. On September 16, 2014, the USAPA National Officers determined to defer the commencement date of the dissolution of USAPA and also decided that no distribution of USAPA assets was appropriate at that time because of ongoing collective legal action and USAPA’s anticipated participation in the McCaskill Bond SLI process. Concurrently, a West Pilot, on behalf of himself and other West Pilots who were similarly situated, objected to USAPA’s financial support of the USAPA Merger Committee, as well as the decision to defer the dissolution commencement date and demanded immediate distribution of USAPA’s assets to its members. Also on September 16, 2014, USAPA commenced a declaratory judgment action in federal court for the Western District of North Carolina against a class of West Pilots and Leonidas, LLC, *USAPA v. Velez, et al.*, 3:14-cv-577-RJC-DCK (“USAPA DJ Action”) seeking declarations as to the validity of the actions taken by the USAPA National Officers to defer dissolution and distribution of assets and related decisions, and to enjoin any litigation challenging those actions. The defendant West Pilot, on behalf of himself and a putative similarly situated class of West Pilots, counterclaimed against USAPA, seeking, among other things, reimbursement of money that USAPA spent to support the USAPA Merger Committee after September 16, 2014 in the approximate sum of \$1.8 million, West Pilots’ allocation of the merger dues increase (in the approximate sum of \$1.4 million), and West Pilots’ share of the \$1.3 million reimbursement from American Airlines (in the approximate amount of \$500,000).

In the fall of 2014, the SLI process was proceeding before a panel of three arbitrators agreed upon in the Protocol Agreement and in compliance with McCaskill-Bond. The West Pilots’ request for a separate merger committee designation went to arbitration in December, 2014 and on January 9, 2015, the Preliminary Arbitration Board issued its award finding that the APA could and should designate a West Pilots Merger Committee to participate in the SLI process. On January 22, 2015, the APA designated the West Pilots Merger Committee as an autonomous committee. As of that time, for SLI purposes, the East Pilots were represented by the USAPA Merger Committee, which was supported financially by USAPA. The West Pilots continued to object to USAPA’s financial support of the USAPA Merger Committee, without equal financial support for the West Pilots Merger Committee.

On February 23, 2015, three members of USAPA commenced an action in federal court for the Western District of North Carolina arising under Title V of the Labor Management Reporting and Disclosure Act (“LMRDA”) against current and former USAPA officers and members of the BPR, in their individual capacities, alleging, *inter alia*, that defendants breached their fiduciary duties by expending USAPA funds after it was decertified on matters that were not collective legal action on behalf of the pilot group, *Bollmeier v. Hummel, et al.*, 3:15-cv-00111-RJC (“LMRDA action I”). On October 12, 2015, the same *Bollmeier* plaintiffs commenced *Bollmeier v. Frear, et al.*, 3:15-cv-00480-RJC (“LMRDA action II”), which is identical to LMRDA action I, and brought against four former USAPA BPR members who had not appeared in LMRDA action I. Eventually, LMRDA action I and LMRDA action II were consolidated with the USAPA DJ Action before the U.S. District Court for the Western District of North Carolina (the “Court”). The individual defendants in LMRDA action I and LMRDA action II asserted claims for indemnification against USAPA under provisions of the USAPA Constitution and Bylaws.

On June 26, 2015, the Ninth Circuit issued its decision in *Addington III*, finding that USAPA breached its duty of fair representation to West Pilots, remanded to the district court with instructions to enjoin USAPA from participating in SLI proceedings unless it advocated for the Nicolau Award, and to consider West Pilots’ claim for attorneys’ fees. On June 29, 2015, USAPA permanently withdrew from the SLI proceedings. On August 27, 2015, the Court issued a preliminary injunction finding there was the likelihood of success on the merits of the LMRDA claim in LMRDA action I and enjoined USAPA from spending any money on seniority-related matters and dissolving without notice and the Court’s consent.

In December 2015, the West Pilots filed their application for attorneys’ fees in the *Addington* cases, seeking the total sum of approximately \$3.7 million.

OVERVIEW OF PROPOSED SETTLEMENT AGREEMENT AND RELEASE

In January, 2016, the parties to the USAPA DJ Action, LMRDA action I and LMRDA action II (collectively “the Litigation Parties”) and their counsel engaged in court-approved mediation over three days in Charlotte, NC, in an effort to resolve all outstanding litigation and any other potential claims pending at that time. Those efforts, which continued with the assistance of the Mediator in the weeks following the mediation sessions, resulted in a Memorandum of Settlement (“MOS”), that sets forth the principles and blueprint for a proposed Settlement Agreement and Release, settling all the litigation and other claims.

The Litigation Parties provided notice to the Court that a settlement had been reached in principle. On April 22, 2016, the Court issued an Order conditionally certifying, for settlement purposes, the following two classes:

An East Pilot Settlement Class defined as:

All pilots who were employed by US Airlines/American Airlines as of September 16, 2014 and who were listed on the US Airways East Pilot Seniority List.

A West Pilot Settlement Class defined as:

All pilots who were employed by US Airlines/American Airlines as of September 16, 2014 and who were listed on the US Airways West Pilot Seniority List.

The Court preliminarily determined East Pilots John Owens, Bob Burdick and Mark King to be adequate representatives for the East Pilot Settlement Class and so appointed them as Class Representatives for the East Pilot Settlement Class.

The Court preliminarily determined West Pilots Eddie Bollmeier, Bill Tracey, and Simon Parrott to be adequate representatives for the West Pilot Settlement Class and so appointed them as Class Representatives for the West Pilot Settlement Class.

The Court appointed Lee Seham and Stanley J. Silverstone as Class Counsel for the East Pilot Settlement Class.

The Court appointed Marty Harper and Kelly J. Flood as Class Counsel for the West Pilot Settlement Class.

The Court also preliminarily approved the proposed Settlement Agreement and Release, the terms of which are discussed below.

Terms of Proposed Settlement Agreement

The proposed Settlement Agreement is as follows:

1. To help effectuate the terms and conditions of this Settlement Agreement, two settlement classes will be created. The “East Pilot Settlement Class” is defined as “All pilots who were employed by US Airlines/American Airlines as of September 16, 2014 and who were listed on the US Airways East Pilot Seniority List.” The representatives for the East Pilot Settlement Class will be John Owens, Bob Burdick and Mark King. The West Pilot Settlement Class is defined as “All pilots who were employed by US Airlines/American Airlines as of September 16, 2014 and who were listed on the US Airways West Pilot Seniority List.” The representatives for the West Pilot Settlement Class will be Eddie Bollmeier, Bill Tracey and Simon Parrott.

2. Upon entry of the Final Order approving this Settlement Agreement, USAPA shall wire payment of \$5.5 million to the ASU Alumni Law Group trust account, representing full and final consideration in settlement of the USAPA DJ Action, LMRDA action I, LMRDA action II, and the claim for attorneys’ fees in *Addington I, II, and III*.

3. Upon entry of the Final Order approving this Settlement Agreement, and after the \$5.5 million payment provided for herein has been made, West Pilot Settlement Class members will no longer be considered members of USAPA for any purpose. In addition, each member of

the West Pilot Settlement Class will be deemed to disclaim any and all interest the member might have in USAPA treasury funds and shall be deemed to waive any and all rights the member might have to the distribution of such funds, including under the dissolution provisions of the USAPA Constitution and Bylaws (Article I, Section 3, subdiv. A) and the merger dues increase provision (Article II, Section 5, subdiv. F).

4. Upon entry of the Final Order approving this Settlement Agreement, and after the \$5.5 million payment provided for herein has been made, (a) the *Addington III* plaintiffs will provide notice to the Arizona District Court of said payment and the West Pilots' application for attorneys' fees for the Arizona Litigation will be dismissed with prejudice, and (b) all Parties in the North Carolina Litigation will dismiss all claims, counterclaims, and third-party claims with prejudice, except that the terms of the preliminary injunction relating to certain activities of USAPA as described in paragraph 8 below shall become permanent by consent of the Parties and will be included in the Final Order the Parties will ask the Court to enter.

5. USAPA represents and warrants that it had and has the legal right and authority under its Constitution and Bylaws to enter into the MOS and this Settlement Agreement.

6. Upon entry of the Final Order approving this Settlement Agreement, USAPA Officers, past and present, and Board of Pilot Representatives ("BPR") members, past and present, agree to waive, relinquish and forego any and all claims and/or potential claims against USAPA for indemnification under the USAPA Constitution and Bylaws, except that this release is not effective and does not apply to the named defendants in LMRDA action I and LMRDA action II until USAPA has fully reimbursed the attorneys' fees and expenses incurred by the named defendants in LMRDA action I and LMRDA action II. As to all other USAPA Officers and BPR members (present and past), the release is effective upon entry of the Final Order.

7. Upon entry of the Final Order approving this Settlement Agreement, and after the payment provided in paragraph 2 above has been made, USAPA will retain exclusive control over all funds remaining in the USAPA treasury and, in its discretion, may use the remaining funds to (1) wind up the business affairs of USAPA, as it sees fit, and for which it has the exclusive obligation to complete; (2) take action against USAPA's insurer (AIG) with respect to any prior denial of insurance coverage and defense of claims against USAPA, including but not limited to *Karas v. Allied Pilots Association, et al.*, 3:16-cv-00168-TJM-DEP; (3) reimburse attorneys' fees and expenses incurred by any USAPA officer or BPR member named as a defendant in LMRDA action I and LMRDA action II; (4) pay any previously incurred expenses, including for USAPA's counsel in the North Carolina Litigation and the Arizona Litigation; and (5) make disbursements to East Pilot Settlement Class members according to the USAPA Constitution and Bylaws. As part of the Settlement Agreement, each member of the East Pilot Settlement Class will be deemed to waive any and all rights the member might have to the \$5.5 million settlement payment provided for in paragraph 2 above.

8. The Parties shall consent to and request the Court make permanent, for a period of three years from the date of entry of the Final Order approving this Settlement Agreement, the portion of the preliminary injunction entered on August 27, 2015 enjoining USAPA and any officers, servants, employees, and attorneys, and anyone in active concert or participation

therewith from causing, permitting, or directing USAPA to spend any USAPA funds for any seniority-related matter or seniority-list-related matter, except as provided in paragraph 7 above.

9. All parties to the North Carolina Litigation and the Arizona Litigation will be responsible for their own costs and expenses, except as provided in paragraph 7 above.

10. The Parties understand and agree that this Settlement Agreement embodies a compromise and settlement of disputed claims, and that nothing in this Settlement Agreement, including the furnishing of consideration for this Settlement Agreement, shall be deemed to constitute any finding of wrongdoing by any of the Released Parties, or give rise to any inference of wrongdoing or admission of wrongdoing or liability in this or any other proceeding. This Settlement Agreement and the payment made hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. Moreover, the Released Parties specifically deny any such liability or wrongdoing.

11. The Court shall retain jurisdiction over all Parties to resolve any dispute that may arise regarding this Settlement Agreement, including any dispute regarding the validity, performance, interpretation, administration, enforcement, or enforceability of the Settlement Agreement.

12. This Settlement Agreement may be executed by exchange of emailed or faxed executed hand-written signature pages, and any hand-written signature transmitted by email or facsimile for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

13. Upon approval by the Court of the Notice of Settlement Agreement and Fairness Hearing (the "Class Notice"), Class Counsel for the Settlement Classes shall arrange for the delivery of the Class Notice, Settlement Agreement and Release, preliminary Order, and the MOS to all members of the Settlement Classes to their last-known addresses by regular first-class mail. The above documents shall also be delivered by e-mail to those Class Members for whom Class Counsel has or has access to the e-mail addresses, and to the e-mail addresses of Class Members maintained by the Allied Pilots Association. The above documents shall also be posted on the public portion of the USAPA and Leonidas websites.

Terms of the Mutual General Release and Covenant Not to Sue

The proposed terms of the Mutual General Release and Covenant Not to Sue are as follows:

14. The Parties as defined herein, and each and every member of the East Pilot Settlement Class and the West Pilot Settlement Class, individually and as Settlement Classes, for themselves, and their representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Settlement Agreement, hereby fully and finally waive, release, remise, acquit, and forever discharge all of the other Parties and all other members of the East Pilot Settlement Class

and the West Pilot Settlement Class, and the Settlement Classes, with respect to any and all past or present claims, debts, demands, causes of action, losses, obligations, costs, fees, interest, attorneys' fees, expenses, damages, and injuries and liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, which the Parties or the members of the East Pilot Settlement Class and West Pilot Settlement Class ever had, now have or may have up through the entry of the Final Order approving this Settlement Agreement (collectively, the "Released Claims").

15. The Released Claims include specifically but not exclusively, all of the following known and unknown claims:

a. Any claim that could arise under or be based on common (including civil tort) law and/or state, federal, or local statutes or ordinances or related regulations or doctrines (including any revisions or amendments), including but not limited to, any and all rights or claims under, based on, or related to the Labor Management Reporting and Disclosure Act, the Railway Labor Act, the National Labor Relations Act, the Labor Management Relations Act, and any other federal, state or local law, without limitation or exception;

b. Any tort claim, including but not limited to claims for battery, assault, fraud, conspiracy, breach of the duty of fair representation, intentional or negligent infliction of emotional distress, breach of fiduciary duty, fraud and deceit, negligent misrepresentation, defamation, libel, slander, invasion of privacy, disclosure or misuse of private facts, bad faith denial of contract, and tortious interference with contract, contractual relations and/or prospective business interests;

c. Any and all claims or rights (past, present, future, or executory) arising out of or in any way related to any express, implied, oral, or written contract, union constitution and bylaws, or collective bargaining agreement or any alleged breach thereof, or other tort, contract, or statutory claims of any kind;

d. All claims against USAPA, and/or any past or present officer, BPR member, agent, or employee of USAPA in his/her individual and/or official capacity, in any way related to the McCaskill-Bond seniority list integration ("SLI") process arising from the merger of US Airways with America West Airlines and/or the merger of US Airways with American Airlines;

e. Any claim for disgorgement, penalties (statutory or otherwise), interest, exemplary or punitive damages, or attorneys' fees (including by way of common benefit or other basis for recovery);

f. Any claim arising out of or in any way connected with any past, present, or future loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act, event, condition, or omission occurring or existing at or before the entry of the Final Order approving this Settlement Agreement.

g. All claims, counterclaims, and third-party claims in the North Carolina Litigation and Arizona Litigation.

16. The Released Claims do not include the claims in *Karas v. Allied Pilots Association, et al.*, 3:16-cv-00168-TJM-DEP, pending in the U.S. District Court for the Northern District of New York.

17. The release of claims by the USAPA Officers and BPR members for indemnification by USAPA is subject to paragraph 6 above.

18. The Parties and each and every member of the East Pilot Settlement Class and the West Pilot Settlement Class intend this Release to be broadly interpreted, construed, and enforced as such, and to settle all disputes and matters, without limitation of any kind or nature, and whether known or unknown.

19. The Parties and each and every member of the East Pilot Settlement Class and the West Pilot Settlement Class, and the Settlement Classes, shall be deemed to have promised and agreed that they shall not, at any time, institute, cause to be instituted, assist in instituting, or permit to be instituted on their behalf any proceeding in any state or federal court, in or before any regulatory body or administrative agency, or any other proceeding, or otherwise allege or assert any of the Released Claims against any of the Released Parties.

1. Why Did I Receive this Notice?

You have received this Notice because you were a US Airways pilot (East or West) employed by US Airways/American Airlines as of September 16, 2014 and are affected by the proposed Settlement Agreement and related proceedings and will be bound by entry of a Final Order approving the Settlement Agreement.

2. What is the Composition of the Two Classes and Who are the Class Representatives?

There are two classes involved in this proceeding whose interests will be affected by the proposed Settlement Agreement and the Court's decision: The East Pilot Settlement Class and the West Pilot Settlement Class.

The East Pilot Settlement Class is defined as any pilots employed by US Airlines/American Airlines as of September 16, 2014 who were listed on the US Airways East seniority list. The representatives of the East Pilot Settlement Class are John Owens, Mark King, and Bob Burdick. The West Pilot Settlement Class is defined as any pilot who was employed by US Airlines/American Airlines as of September 16, 2014 who was listed on the US Airways West seniority list. The West Pilot Settlement Class representatives are Eddie Bollmeier, Bill Tracey and Simon Parrott.

3. What is the Purpose and Effect of Defining Two Classes Here?

A class action allows the Court to make an orderly adjudication of claims affecting a large number of individuals whose interests are the same or similar. The members of the two settlement classes (known as Class Members) are the ones who will both benefit from and be bound by the Settlement Agreement. In this case, Class Representatives are asking the Court to approve the Settlement Agreement and make related decisions that will affect the rights of all

members of the two classes, and if approved by the Court, will be binding on all members of the two Settlement Classes.

4. Why is There a Settlement?

This is an application for final approval of a Settlement Agreement that has been negotiated at arms' length by the Litigation Parties with the assistance of their counsel under the auspices of a court-appointed mediator. All of the Litigation Parties have analyzed and evaluated the merits of the claims and defenses in the USAPA DJ Action, LMRDA action I and LMRDA action II, and have considered the likelihood of succeeding based, in part, on prior decisions in these cases, both by the Court in LMRDA action I and the Ninth Circuit and Judge Silver in the *Addington* cases. Consideration has also been given to the substantial risks of continued litigation on the part of all litigants, with the resulting increase in expenses to all parties as well as years of continued litigation. All of the Litigation Parties and their counsel are satisfied that the terms and conditions of the Settlement Agreement are fair and that it is in the best interests of the Litigation Parties and Class Members.

5. Payments to Class Members

A. West Pilot Settlement Class Members: The \$5.5 million payment by USAPA is for the purpose of settling the USAPA DJ Action, LMRDA action I, LMRDA action II, and the West Pilots' motion for attorneys' fees in the *Addington* litigation. As such, the \$5.5 million payment is not a return of dues paid by the West Pilots to USAPA. Approximately \$3.6 million of the \$5.5 million will go to the *Addington III* class representatives to settle the attorneys' fees claim pending in *Addington v. USAPA, et al.*, 2:13-CV-00471-ROS, to be expended or distributed according to agreements between the *Addington III* class representatives and Leonidas, LLC and the operating agreement of Leonidas, LLC. The remainder of the \$5.5 million payment will be initially held in the ASU Alumni Law Group's trust account to be distributed at the direction of Leonidas managers and the class representatives of the West Pilot Settlement Class to cover reasonable expenses incurred by the West Pilot Merger Committee in the ongoing SLI Process. Any funds remaining after the SLI Process is completed will be reserved in the event funds are needed in any subsequent litigation involving the SLI seniority list issued by the SLI arbitration panel. Thereafter, any residual funds will be distributed in a manner left to the sole discretion of the West Pilot Settlement Class representatives and the managers of Leonidas, LLC. As part of the Settlement Agreement, each Class Member of the West Pilot Settlement Class waives any and all rights or interests each individual has or might have in any monies in the USAPA treasury, or to which USAPA may be entitled, over and above the payment to the West Pilot Settlement Class provided for in the Settlement Agreement.

B. East Pilot Settlement Class Members: After the payment of the \$5.5 million provided under the Settlement Agreement has been made, and all USAPA debts, liabilities and future outlays (e.g. for database storage), are satisfied and/or set aside, any remaining money in the USAPA treasury will be distributed to East Pilot Settlement Class Members in connection with the dissolution of USAPA pursuant to the provisions of Article I, Section 3, subdiv. A of the USAPA Constitution and Bylaws. Any distribution to East Pilot Settlement Class Members will be in proportion to the monies paid by each East Pilot in the twelve months immediately preceding September 16, 2014, the date USAPA was decertified as the certified bargaining representative. The pool of money for distribution to the East Pilot Settlement Class may include

money recovered on behalf of USAPA from any insurance policies and an arbitration against US Airways relating to USAPA's right to reimbursement for merger-related expenses.

6. No Extra Payments to Class Representatives

There are no extra payments being made to any of the Class Representatives. They will be entitled to participate in the Settlement Agreement on the same basis as any other Class Member.

7. What Are the Next Steps?

The Court has preliminarily approved the Settlement Agreement. However, before determining whether to enter a Final Order approving the Settlement Agreement, the Court will conduct a Fairness Hearing on **August 30, 2016**, at 9:30 AM in Courtroom 2-1, located at the Charles R. Jonas Federal Building, 401 West Trade Street, Charlotte, NC 28202.

8. What is a Fairness Hearing?

The purpose of the Fairness Hearing is to assist the Court in determining whether the terms of the proposed Settlement Agreement are fair to the East Pilot Settlement Class and the West Pilot Settlement Class as a whole, and whether it should be approved by the Court. Class representatives and their counsel will appear at the Fairness Hearing to answer any questions concerning the proposed Settlement Agreement that the Court may have. If there are objections to the Settlement Agreement, the Court will consider them. We do not know how long the hearing will take or whether the Court will make its decision on the day of the hearing or sometime later. The Fairness Hearing may be continued without further notice to the Classes.

9. What Can I Do If I Object to the Settlement Agreement or Have Comments?

IF YOU AGREE with the Settlement Agreement, you do not have to do anything at this time. You have the right to attend the Fairness Hearing at your own expense, at the time and place above.

If YOU DISAGREE OR HAVE COMMENTS about the Settlement Agreement, you can submit written comments and/or objections and/or submit a written request to speak at the Fairness Hearing. All submissions and/or requests will be collected by the global tax, audit and advisory firm of Grant Thornton LLP, at:

The following mailing address:

USAPA Global Settlement Responses
c/o Grant Thornton LLP
Agent: Cory Rogers
201 S. College St., Suite 2500
Charlotte, NC 28244

Or the following email address:

USAPA_Global_Settlement_Responses@us.gt.com

Grant Thornton will collect all submissions, and provide copies to the Court and Class Counsel for the East Pilot Settlement Class and Class Counsel for the West Pilot Settlement Class in advance of the August 30, 2016 Fairness Hearing.

Your written objections or comments and/or request to speak at the Fairness Hearing must be postmarked or e-mailed by **July 11, 2016**. Any written objections or comments or requests to speak postmarked or e-mailed after **July 11, 2016** may not be considered by the Court.

Your written objections or comments and/or request to speak at the Fairness Hearing must include your name, address, telephone number, domicile, 6 digit US Airways employee number, and a reference to the lawsuit. Your written objections or comments and/or request to speak should be as detailed as possible, including any and all provisions of the Settlement Agreement that you object to and why. The Court may not allow you to speak at the Fairness Hearing on issues that you did not address in your written objections or comments or request. Non-written, untimely, or otherwise non-compliant objections, comments, and/or requests to speak may not be considered by the Court.

If you submit written objections or comments, you may attend the Fairness Hearing at your own expense at the time and place noted above, but are not obligated to do so. If you submitted a timely written request to speak at the Fairness Hearing, it is possible that you will not be permitted to speak. The Court will decide who gets to speak at the Fairness Hearing.

10. Where Can I Find More Information About the Settlement Agreement?

This Notice, the Settlement Agreement, the MOS, and the Court Order Granting Conditional Certification of Class Action for Settlement Purposes Only, Preliminary Approval of the Settlement, and Approval of the Content and Method of Distribution of Notice to Class Members are posted on public portion of the USAPA and Leonidas websites. This information may be accessed at www.usairlinepilots.org and www.cactuspilot.com.

11. Who Should I Contact if I Have Questions Regarding the Settlement Agreement?

A. West Pilot Settlement Class Members: If you have any questions regarding the Settlement Agreement, you should contact your Class Counsel at:

Marty Harper
ASU Alumni Law Group
2 N. Central Avenue Suite 1600
Phoenix, AZ 85004
Tel.: (602) 251-3620
Fax: (602) 251-8055
Marty.Harper@asualumnilawgroup.org

Kelly J. Flood
ASU Alumni Law Group
2 N. Central Avenue Suite 1600
Phoenix, AZ 85004
Tel.: (602) 251-3620

Fax: (602) 251-8055
Kelly.Flood@asualumniawgroup.org

B. East Pilot Settlement Class Members: If you have any questions regarding the Settlement Agreement, you should contact your Class Counsel at:

Lee Seham
Seham, Seham, Meltz & Petersen, LLP
199 Main Street, 7th Floor
White Plains, NY 10601
Tel. (914) 997-1346
Fax (914) 997-7125
ssmpls@aol.com

Stanley J. Silverstone
Seham, Seham, Meltz & Petersen, LLP
199 Main Street, 7th Floor
White Plains, NY 10601
Tel. (914) 997-1346
Fax (914) 997-7125
ssilverstone@ssmplaw.com

Any objections and/or comments to the Settlement Agreement that you wish the Court to consider in determining whether to enter a Final Order approving the Settlement Agreement, or requests to speak at the Fairness Hearing must be submitted to Grant Thornton, LLP, at the address provided in paragraph 9. Only those submissions will be provided to the Court. All questions regarding the Settlement Agreement or the related proceedings must be directed to your Class Counsel, and all objections, comments, and/or any other correspondence that you wish the Court to consider must be directed to Grant Thornton, LLP. **DO NOT CONTACT THE COURT WITH QUESTIONS, OBJECTIONS, COMMENTS, AND/OR ANY OTHER CORRESPONDENCE REGARDING THE SETTLEMENT AGREEMENT OR THE RELATED PROCEEDINGS. THE COURT WILL NOT RECEIVE OR RESPOND TO ANY SUCH COMMUNICATIONS.**

Conclusion

This Notice and its contents have been authorized by the United States District Court for the Western District of North Carolina.