

Exhibit 1

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JAYSON HUNTSMAN, on behalf of
himself and all others similarly
situated,

Plaintiff,

v.

SOUTHWEST AIRLINES CO.,

Defendant.

Case No. 3:19-cv-00083-JSC

**CLASS ACTION SETTLEMENT
AGREEMENT**

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1 **INTRODUCTION**

2 Subject to approval by the United States District Court for the Northern
3 District of California, this Class Action Settlement Agreement is entered into by
4 and among Plaintiff Jayson Huntsman and Proposed Class Representative David
5 Cash (together, "Class Representatives"), individually and on behalf of the Class,
6 as herein defined, and Defendant Southwest Airlines Co. ("Southwest"), to settle
7 claims against Defendant, subject to the terms and conditions below. All
8 capitalized terms shall have the meaning ascribed to them by Section I of this
9 Settlement Agreement.

10 **RECITALS**

11 A. Plaintiff Jayson Huntsman filed the original Complaint on January 7,
12 2019, docketed as Civil Action No.: 3:19-cv-00083 in the United States District
13 Court for the Northern District of California, asserting claims on behalf of himself
14 and a class of current and former employees of Southwest under the Uniformed
15 Services Employment and Reemployment Rights Act ("USERRA").

16 B. Southwest answered the Complaint on April 10, 2019. Dkt. No.
17 28.

18 C. Southwest filed a Motion to Change Venue on April 10, 2019,
19 which was denied on July 19, 2019. Dkt. Nos. 29 & 38.

20 D. Southwest filed a Motion for Judgment on the Pleadings on
21 August 28, 2019, which was denied on November 27, 2019. Dkt. Nos. 52 &
22 59.

23 E. Plaintiff filed a Motion for Class Certification on October 21,
24 2020. Dkt. No. 78. The Court granted the motion on February 3, 2021,
25 certifying a class of current or former employees of Southwest Airlines Co.
26 who, during their employment with Southwest at any time from October 10,
27 2004 through the date of judgment in this action, took short-term military

1 leave from their employment with Southwest (i.e., military leaves that lasted
2 14 days or fewer) and were subject to a collective bargaining agreement
3 (“CBA”), except for employees subject to the CBA between Southwest and
4 Transport Workers Union Local 550 covering meteorologists. Dkt. No. 95.

5 F. Southwest filed a Rule 23(f) petition to the Ninth Circuit Court
6 of Appeals, which the Ninth Circuit denied on March 10, 2021. Dkt. No.
7 114.

8 G. Southwest moved to decertify the Class on October 29, 2024.
9 Dkt. No. 199. The Parties reached this settlement before the Court ruled on
10 the motion.

11 H. The Parties conducted an all-day in-person mediation on January
12 20, 2025, with the assistance of mediator Hunter R. Hughes, which was
13 attended by Plaintiff Jayson Huntsman, a representative of Southwest, and the
14 Parties’ respective counsel. The Parties agreed to schedule a second mediation
15 session focused on nonmonetary terms at a later date.

16 I. The Parties met for a second all-day virtual mediation session on
17 January 30, 2025 with Mr. Hughes. This session was attended by Plaintiff
18 Jayson Huntsman, proposed class representative David Cash, and a
19 representative of Southwest, in addition to the Parties’ respective counsel. The
20 Parties did not reach a resolution during this second session.

21 J. Following the Parties’ second mediation session, the mediator made a
22 proposal on monetary and nonmonetary terms, which the Parties subsequently
23 accepted.

24 K. Class Counsel have concluded that the terms of this Settlement are
25 fair, reasonable, adequate and in the best interests of the proposed Class, and they,
26 along with the Class Representatives, have agreed to settle the Action on the terms
27 set forth herein.

1 L. Southwest denies the material allegations asserted in the Action and
2 denies any wrongdoing or liability whatsoever, and states that it is entering into
3 the Settlement to avoid the cost, disruption, and uncertainty of litigation. The
4 Class Representatives likewise enter into the Settlement to achieve finality and a
5 fair recovery for the Class, and do not concede any infirmity in their claims.

6 M. The Parties desire to promptly and fully resolve and settle with
7 finality all of the claims of the Complaint on the terms set forth herein and
8 subject to the approval of the Court.

9 **I. DEFINITIONS**

10 A. “Action” means the lawsuit entitled *Jayson Huntsman v. Southwest*
11 *Airlines Co.*, docketed as Civil Action No. 3:19-cv-0083-JSC in the United States
12 District Court for the Northern District of California.

13 B. “Class Representatives” refers to Jayson Huntsman and David Cash.

14 C. “Southwest CBAs” refers to the collective bargaining agreements
15 governing the employment of the Class Members.

16 D. “CAFA” means the Class Action Fairness Act.

17 E. “Cash Settlement Amount” means eighteen million five hundred
18 thousand dollars (\$18,500,000.00) to be paid by or on behalf of Defendant.
19 This is an all-in payment.

20 F. “Class” means a settlement class of all current or former employees of
21 Southwest who, during their employment with Southwest at any time from
22 October 10, 2004 through January 1, 2026, have taken short-term military leave
23 from their employment with Southwest (i.e., military leave that lasted 14 days or
24 fewer) and were subject to a CBA, except for employees subject to the agreement
25 between Southwest and Transport Workers Union Local 550 covering
26 meteorologists. This settlement class definition modifies the certified class
27 definition only by adding the end date of January 1, 2026.

1 G. "Class Counsel" means R. Joseph Barton of The Barton Firm LLP;
2 Matthew Crotty and Kacy Tellessen of Riverside NW Law Group PLLC; Peter
3 Romer-Friedman of Peter Romer-Friedman Law; Thomas G. Jarrard of the Law
4 Office of Thomas Jarrard PLLC; and Michael Scimone and Michael Danna of
5 Outten & Golden LLP.

6 H. "Class Member" means an individual who is a member of the Class.

7 I. "Class Notice" means a form of notice provided to the Class
8 Members that complies with the requirements of this Settlement Agreement,
9 Fed. R. Civ. P. Rule 23, and is approved by the Court. The Class Notice will be
10 in a form substantially similar to Exhibit A.

11 J. "Class Notice Packet" means the Class Notice and any other forms
12 approved or directed by the Court.

13 K. "Class Representatives" means Plaintiff and David Cash, if appointed by
14 the Court.

15 L. "Co-Lead Class Counsel" means R. Joseph Barton of The Barton
16 Firm LLP and Michael Scimone of Outten & Golden LLP.

17 M. "Complaint" refers to the Complaint filed in the Action (Dkt. No. 1).

18 N. "Court" refers to the United States District Court for the Northern
19 District of California.

20 O. "Defendant" means Southwest Airlines Co.

21 P. "Defense Counsel" means Brian D. Berry of Morgan, Lewis & Bockius
22 LLP.

23 Q. "Effective Date" means the date this Settlement Agreement becomes
24 effective, which will be 31 days after entry of final approval of the settlement, if
25 no appeal or other request for appellate relief is filed. If any form of appellate
26 relief is sought, the Effective Date will be 31 days after a final resolution that
27 preserves the material terms of the Settlement and after all opportunities for further

1 appellate relief are extinguished.

2 R. “Escrow Account” means a qualified settlement fund established by
3 the Settlement Administrator in the name of the “Southwest Military Paid Leave
4 Settlement Fund” into which the Cash Settlement Amount will be paid.

5 S. “Expense Award” will have the meaning set forth in Section IX.1 of
6 this Settlement Agreement.

7 T. “Fee Award” will have the meaning set forth in Sections IX.1-2 of this
8 Settlement Agreement.

9 U. “Final Approval Motion” means the motion to be filed by Class
10 Counsel requesting that the Court grant final approval of the Settlement pursuant
11 to Fed. R. Civ. P. 23(e).

12 V. “Final Approval Order” means the Order and Final Judgment,
13 substantially in the form of an Order described in Section XI.2 of this Settlement
14 Agreement.

15 W. “Non-Appealable” means an order entered by the Court that is no
16 longer subject to appeal, which will occur: (i) if no appeal is taken, on the date
17 on which the time to appeal (including any extension of time) has expired; or
18 (ii) if any appeal is taken, on the date on which all appeals, including any
19 petitions for rehearing or re-argument, petitions for rehearing *en banc*, and
20 petitions for writ of *certiorari* or any other writ, or any other form of review,
21 have been finally disposed of, such that the time to appeal (including any
22 extension of time) has expired, in a manner resulting in an affirmance of the
23 Final Approval Order.

24 X. “Parties” or “Settling Parties” means collectively Class
25 Representatives, individually and on behalf of the Class, and Defendant.

26 Y. “Party” refers to any of the Parties.

27 Z. “Plan of Allocation” means the plan for distribution of the

1 proceeds of the Settlement Fund as proposed by Class Counsel to be
2 approved by the Court.

3 AA. "Preliminary Approval Order" means an order from the Court,
4 substantially in the form described in Section XI.1.

5 BB. "Plaintiff" means Jayson Huntsman.

6 CC. "Plaintiff's Counsel" means The Barton Firm LLP, Outten & Golden
7 LLP, Riverside NW Law Group, PLLC, the Law Office of Thomas G. Jarrard
8 LLC, and Peter Romer-Friedman Law PLLC.

9 DD. "Releasees" means Southwest Airlines Co. and each of its past,
10 present and/or future, officers, directors, managers, employees, agents,
11 representatives, attorneys, insurers, partners, investors, shareholders, members,
12 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
13 successors, and/or assigns, in their personal, individual, official, and/or corporate
14 capacities.

15 EE. "Service Awards" has the meaning afforded it by Section IX.

16 FF. "Settled Claims" means the Settled Class Claims as well as other
17 claims released pursuant to this Settlement as provided in Section XIV.

18 GG. "Settled Class Claims" means the claims that the Class will release
19 pursuant to this Settlement as provided in Section XIV.1.

20 HH. "Settlement" means the settlement and compromise of this Action as
21 provided for in this Settlement Agreement.

22 II. "Settlement Administrator" means any person appointed by the
23 Court, who is to be responsible for, among other things, providing the Class
24 Notice Packet to Class Members, preparing and issuing CAFA notice, and
25 assisting with the administration of the Settlement.

26 JJ. "Settlement Agreement" means this Class Action Settlement
27 Agreement and any accompanying Exhibits, including any subsequent

1 amendments thereto and any Exhibits to such amendments.

2 KK. “Settlement Fund” means the Cash Settlement Amount plus any
3 earnings and interest thereon, minus any Court-approved deductions and
4 expenses.

5 LL. “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs,
6 imposts, and other charges of any kind (together with any and all interest,
7 penalties, additions to tax and additional amounts) imposed by any governmental
8 authority.

9 MM. “Net Settlement Amount” means the remaining settlement funds
10 available for distribution to Class Members after the following disbursements are
11 made from the Settlement Fund: (1) the Fee Award; (2) the Expense Award; (3)
12 the Service Awards; and (4) any payments to the relevant taxing authorities.

13 NN. “Proportionate Settlement Share” is a ratio to determine the specific
14 allocation of Settlement Fund proceeds distributed to Class Members.

15 **II. CLASS CERTIFICATION**

16 **1. Modification of the Class Definition.** As part of or along with
17 the Motion for Preliminary Approval, Class Counsel will request that the current
18 class definition be amended as described in Section I.F.

19 **2. Appointment of Additional Class Representative.** As part of
20 or along with the Motion for Preliminary Approval, Class Counsel will request that
21 the Court appoint David Cash as an additional class representative.

22 **3. Non-Opposition.** Defendant will not oppose the modification
23 of the Class Definition (as specified above), for settlement purposes only.

24 **III. CLASS NOTICE**

25 **1. Provision of Class Notice.** The Settlement Administrator
26 shall provide notice of the proposed Settlement to the Class Members by the
27 date in the Court’s Preliminary Approval Order, but no earlier than February 13,

1 2026.

2 **2. Contents.** The Class Notice will contain: a brief description of
3 the claims advanced by the Class; a summary of the terms of the Settlement
4 Agreement; the maximum amount of attorneys' fees and costs that Class Counsel
5 will seek; a description of the proposed Plan of Allocation of the Settlement Fund
6 to the Class; the Parties' non-admission of liability or infirmity; and information
7 about the Final Approval Hearing, in a form substantially similar to **Exhibit A.**

8 The Parties acknowledge that some potential Class Members
9 have been identified who may have taken a qualifying military leave during a
10 period for which Southwest no longer has military leave records for their
11 workgroup. These potential Class Members will receive a claim form with their
12 notice that will allow them to certify that they took short-term military leave in
13 one or more years for which Southwest no longer has military leave records for
14 their workgroup. That form is included as **Exhibit D.**

15 **3. Method of Providing Class Notice.** The Settlement
16 Administrator will send the Class Notice to each individual Class Member: (a) by
17 mailing via first class U.S. Mail; (b) by posting the Class Notice (and other
18 documents filed in the litigation) on a dedicated website approved in form and
19 substance by the Parties; and (c) by email and text message, with a link and/or QR
20 code to the website.

21 **4. Undeliverable Notices.** In the event that a Class Notice sent
22 by U.S. Mail is returned as undeliverable, the Settlement Administrator will
23 make reasonable efforts to obtain a valid mailing address and promptly resend
24 the Class Notice to the Class Member by U.S. Mail.

25 **5. Class Data.** By no later than February 6, 2026, Defendant will,
26 to the extent not already disclosed, provide the Settlement Administrator and
27 Class Counsel with the following contact information in electronic form for each

1 Class Member, to the extent such information is reasonably available in
2 Defendant's files: (1) name; (2) Employee ID number; (3) last known personal
3 mailing address; (4) last known personal telephone number(s); and (5) last known
4 personal email address. By February 6, 2026, Defendant will also provide an
5 updated list containing Class Member Social Security numbers to the Settlement
6 Administrator. Defendant will also provide other information reasonably
7 requested by Class Counsel or the Settlement Administrator.

8 **6. Declaration About Class Notice.** Within 30 days after the date
9 on which Notice is required to be sent, the Settlement Administrator will file a
10 declaration with the Court confirming that the Notice and related information was
11 sent in accordance with the Preliminary Approval Order.

12 **IV. NON-MONETARY SETTLEMENT TERMS AND PROCEDURES**

13 Defendant will prospectively provide an annual allotment of paid
14 military leave to employees at Southwest as provided in this section. Southwest
15 will provide this allotment for a period of five full calendar years, starting no later
16 than January 1st of the year after final approval of the settlement, as long as there
17 are at least 90 days between final approval and January 1. If Southwest implements
18 the programmatic change by January 1, 2026, then the 2026 calendar year will
19 count toward the five years even if final approval is not entered as of that date.
20 After the conclusion of this five-year period, Southwest may terminate this benefit,
21 provided that it shall provide at least 30 days' prior notice to Class Counsel.

22 a. Each employee shall receive up to 10 days of Differential Pay (as
23 defined in Section IV.b) for military leave per calendar year in every year (or part
24 thereof) that the employee is employed. This allotment will be granted on the first
25 day of the calendar year.

26 b. The Differential Pay provided for each day of paid military
27 leave shall be calculated once annually and will not change based on any changes in

1 an employee's military position, military pay rates, Southwest position, or
2 Southwest pay rates during the year. For employees who are hired by Southwest or
3 join the military after January 1 of a year, their Differential Pay will be based on the
4 same annual calculation for that year according to their position at Southwest and
5 military rank and years of service when the employee is hired by Southwest or joins
6 the military. The Differential Pay shall be calculated based on the difference
7 between (i) the employee's daily rate of pay at Southwest as of January 1 of the
8 year and (ii) the employee's military pay for two drills based on their rank and
9 years of service as of January 1 of that year.¹ For Pilots and Flight Attendants, the
10 daily rate of pay at Southwest shall be based on a daily rate of 6.5 TFP. Other
11 employees' daily rate of pay at Southwest will be based on their regular hourly pay
12 for a regular workday (e.g. 8 or 10 hours). Regardless of the calculation, each
13 eligible employee will receive at least \$30 per leave day in Differential Pay.

14 c. After being hired by Southwest, a Pilot will become eligible
15 for paid military leave after completing their First Officer qualification training.

16 d. The annual allotment of 10 paid military leave days must be
17 used each calendar year or they will be forfeited. There will be no carryover to the
18 next calendar year and no payout for unused days.

19 e. To qualify for paid military leave, the employee or an
20 authorized military officer must notify Southwest of the employee's military service
21 dates in advance, unless military necessity prevents it or it is otherwise impossible
22 or unreasonable due to national security reasons. The employee or an authorized
23 military officer should provide this notice as far in advance as is reasonable under
24 the circumstances, which is at least 30 days prior to the service dates when the
25

26 ¹ Drill pay rates will be based on the Reserve Component Drill Pay tables
27 published by the Defense Finance and Accounting Service, *available at*
<https://www.dfas.mil/militarymembers/payentitlements/Pay-Tables/Reserve-Drill-Pay/>.

1 service dates are known to the employee more than 30 days in advance. The Parties
2 recognize that, due to the possibility of changes in the timing of military service,
3 updates to the dates of military service may need to be made after an employee
4 provides the notification described above. In such cases, Southwest will promptly
5 update its records to reflect such changes when it receives such updates from a
6 servicemember.

7 f. To qualify for paid military leave, the employee also must,
8 after completing the military service, submit (a) a copy of the Leave and Earning
9 Statement from the Department of Finance and Accounting that covers the dates of
10 the military service. If the Leave and Earnings Statement does not reflect the
11 military service dates, the employee must also submit either (a) a statement
12 showing retirement credit for the dates of service (e.g., PCARS), or (b) a letter from
13 an authorized military officer that verifies the service dates and briefly describes the
14 nature of the service sufficient to explain why the dates do not appear on the Leave
15 and Earnings Statement. The documentation described in this Section should be
16 submitted to Southwest within a reasonable amount of time.

17 g. The paid-leave benefit will not be paid unless and until the
18 requirements of Section IV(e) and IV(f) are satisfied.

19 h. These paid military leave provisions will apply only to this
20 paid military leave benefit. Employees' ability to take unpaid military leave (in
21 accordance with USERRA and the terms of the Southwest CBA, as applicable) will
22 not be affected by this paid military leave benefit.

23 i. Although the paid-leave benefit will cover military leave
24 days whether the leave is for short-term military leave or longer military leaves, the
25 Parties understand and agree that, with the exception in Paragraph IV(j) below, the
26 Settlement is not intended to provide a recurring annual paid-leave benefit for
27 employees while they are on a continuous military leave extending over one year.

1 For example, if an employee takes a military leave from July 1, 2026 to August 1,
2 2027, the paid leave benefit will apply to the military leave days in 2026 (subject to
3 the 10-day annual cap) but not in 2027.

4 j. An employee who is on an extended military leave that exceeds
5 one year due to an involuntary activation under 10 U.S.C. § 12302 or § 12304(b)
6 will receive the paid-leave benefit in two consecutive years (up to the 10-day
7 annual cap). For example, an employee who is involuntarily activated under one of
8 these sections, and goes on military leave from July 1, 2026 to June 1, 2028, will
9 receive the paid-leave benefit (subject to the 10-day annual cap) for 10 days in 2026
10 and 10 days in 2027, but none of the days in 2028.

11 k. Except as provided in Section IV(j) above, an employee who is on
12 military leave in excess of 1 year shall become ineligible for additional paid leave
13 benefits after their period of extended leave, until the employee returns to work at
14 Southwest, at which point the employee will be eligible for the paid leave benefit
15 prospectively for future leaves.

16 **V. MONETARY SETTLEMENT & SETTLEMENT FUND**

17 **1. Payment of Cash Settlement Amount.** Defendant will pay
18 the Cash Settlement Amount of eighteen million five hundred thousand
19 dollars (\$18,500,000.00) into the Escrow Account within 14 days after the
20 Effective Date.

21 **2. Custody of Settlement Fund.** The Settlement Fund held in the
22 Escrow Account will be a qualified settlement fund administered in accordance
23 with the terms of this Settlement Agreement and the Orders of the Court.

24 **3. Management of the Settlement Fund.** The Settlement
25 Administrator will have the sole right and duty to manage the Settlement Fund in
26 compliance with the terms of the Final Approval Order, at the direction of the
27 Parties. Any earnings or interest earned by the Settlement Fund will become part

1 of the Settlement Fund.

2 **4. Qualified Settlement Fund.** The Settlement Fund shall be
3 established as a “qualified settlement fund” for federal income tax purposes under
4 Treas. Reg. § 1.468B-1 at the earliest date possible.

5 **VI. DISTRIBUTIONS FROM THE SETTLEMENT FUND**

6 **1. Distributions from the Settlement Fund.** Within 14 days after
7 the Escrow Account is funded, the Settlement Administrator will make the
8 following distributions from the Settlement Fund: (1) the Fees Award; (2) the
9 Expense Award; (3) the Service Awards; (4) the costs of settlement administration
10 previously incurred; and (5) any payments to the relevant taxing authorities. The
11 remaining funds shall be known as the “Net Settlement Amount.”

12 **2. Distribution to Class Members.** Within 14 days after the
13 Escrow Account is funded, the Settlement Administrator will distribute the Net
14 Settlement Amount to Class Members pursuant to the Plan of Allocation described
15 in Section VII of this Settlement Agreement.

16 **3. Tax Liability.** Each Class Member who receives any recovery
17 under this Settlement Agreement is responsible for any associated Taxes, except
18 that Defendant agrees to pay 100% of the employer’s share of any applicable
19 payroll taxes in addition to and separate from the Cash Settlement Amount.
20 Plaintiff, on behalf of himself and the Class Members, acknowledges and agrees
21 that he has not relied upon any advice from Defendant or Class Counsel as to the
22 taxability of the payments received pursuant to this Settlement Agreement. For
23 purposes of the amounts paid pursuant to Sections V and VI of this Settlement
24 Agreement, 50% of the amounts paid to Class Members shall be treated as Form
25 W-2 wages for the purposes of withholding all applicable local, state and federal
26 Taxes, and 50% shall be treated as Form 1099 remuneration separate and distinct
27 from lost wages.

1 **4.** Notwithstanding any treatment of payments as wages under this
2 Section VI of this Settlement Agreement for tax purposes, this Settlement does
3 not give rise to any obligation to retroactively recalculate or retroactively adjust
4 pension, retirement benefits, or any other benefit plans whose benefits are
5 determined based on total compensation under any plans now in effect. Payments
6 to Class Members from the Settlement Fund will not be eligible for purpose of
7 calculating employer contributions to any retirement plans, including 401(k) plans,
8 other benefit plans based on total compensation, or for any bonus payments at
9 Southwest.

10 **VII. PLAN OF ALLOCATION**

11 **1. Plan of Allocation.** Subject to approval and/or modification by
12 the Court, the Settlement Fund proceeds to be distributed to Class Members will
13 be allocated based on a ratio to be calculated by the Settlement Administrator
14 based on their proportional share of the total estimated damages in the case, as
15 follows.

16 a. All leaves for Class Members for whom damages were
17 calculated in the Supplemental Report produced by David Breshears on May 3,
18 2024 (Damages Report) will be credited to Class Members who took those
19 leaves by crediting those Class Members with the amount shown for each Class
20 Member in the “Jury Based: Wages Due Less DOD Base” column in Exhibit 2
21 to the Damages Report – which is the amount of wages that, according to Mr.
22 Breashears’ analysis, would have been earned by each Class Member for each
23 short-term military leave using jury leave as a comparator minus the amount of
24 their base pay from the military based on records provided by the Department of
25 Defense.

26 b. Leaves taken by Class Members after the date of the
27 joint subpoena issued to the Department of Defense in the course of the

1 Litigation will be credited with damages using the same methodology used in
2 the Damages Report, except that, due to the Parties' lack of access to DOD
3 records, the base damages will be offset by a percentage amount equal to the
4 average amount of the offset applied to that Class Member's work group in the
5 Damages Report. These amounts will be provided to the Settlement
6 Administrator by Class Counsel.

7 c. Any Class Member who certifies that they took short-
8 term military leave pursuant to Section III.2. above will be credited with
9 damages equal to the average yearly damages for other employees in their work
10 group for each year in which they certify that they took military leave and in
11 which Southwest no longer has military leave records for their workgroup.

12 d. The amounts credited to all Class Members under
13 Sections VII.1.a. through c. above will be added together to arrive at the Total
14 Damages, and the amount credited each individual Class Member will be divided
15 by the Total Damages. This ratio shall become each Class Member's
16 "Proportionate Settlement Share." Each Class Member's Proportionate
17 Settlement Share shall then be multiplied by the Net Settlement Amount to
18 determine that Class Member's share of the Settlement Fund.

19 **2. No Claim Based on Distribution in Accordance with the**
20 **Plan of Allocation.** Class Members will not have any claim against Plaintiff,
21 Defendant, counsel to any of the foregoing (including Class Counsel), the
22 Settlement Administrator, or other individuals involved in the distribution under
23 the Plan of Allocation, based on any distributions of the Settlement Fund made
24 substantially in accordance with this Settlement Agreement, the Plan of
25 Allocation, or as otherwise authorized by the Court.

26 **3. Unclaimed Funds and Redistribution.** Any unclaimed funds
27 shall be redistributed to participating Class Members who accepted payment on a

1 *pro rata* basis. If redistribution is not economically feasible in the judgment of
2 the Parties in consultation with the Settlement Administrator, the remaining funds
3 will be distributed to a *cy pres* beneficiary jointly selected by the Parties.²

4 **VIII. SETTLEMENT ADMINISTRATION**

5 **1. Appointment of Settlement Administrator.** The Parties shall
6 propose a Settlement Administrator who will be approved and appointed by the
7 Court to administer the Settlement and will report to the Parties and the Court.
8 The Settlement Administrator will have experience providing notice to Class
9 Members and administering settlements in employment class action settlements
10 and settlement funds. The Settlement Administrator shall not be any business
11 with, or in which any Party or their counsel (or the firm of such counsel) has, any
12 personal relationship or financial interest. The Parties and their counsel will
13 reasonably cooperate with the Settlement Administrator to facilitate providing
14 Class Notice and other settlement-related information.

15 **2. Settlement Administrator's Responsibilities.** The Settlement
16 Administrator will undertake the following tasks to administer this Settlement
17 consistent with the Orders of the Court and such other procedures required by the
18 Court or as directed by Class Counsel:

19 a. Distribute the Class Notice Packet to the Class
20 Members in accordance with this Settlement Agreement and any order of the
21 Court and undertake to trace and re-mail all undeliverable Class Notice Packets
22 or other reasonable steps to locate missing Class Members;

23 b. Provide information on any new addresses to Class
24 Counsel; Provide Class Counsel and Defense Counsel with copies of any requests
25 for exclusion or objections to the Settlement (to the extent such requests or
26

27 ² For example, if the cost of redistribution would exceed the amount to be redistributed, this would be deemed economically infeasible.

1 objections are not filed with the Court);

2 c. Respond to questions from Class Members or refer Class
3 Members to Class Counsel for responses;

4 d. Maintain and staff a toll-free phone number and a web site
5 until six (6) months after distributions of the Settlement Fund have been made to
6 Class Members;

7 e. File with the Court a declaration confirming compliance
8 with the procedures approved by the Court for providing notice to the Class;

9 f. Calculate the amount of the Net Settlement Amount to be
10 allocated to each Class Member entitled to payment by name and amount;

11 g. Calculate, for any payments to be made to Class
12 Members, amounts that must be reported as income, withhold any applicable
13 payroll taxes, determine the employer's share of taxes, and as necessary, remit
14 such funds to the appropriate taxing authorities, along with any associated tax
15 reporting, return and filing requirements;

16 h. Distribute payments of the settlement proceeds to Class
17 Members, consistent with instructions from Class Counsel and the Plan of
18 Allocation;

19 i. Monitor the Settlement Fund and file all informational
20 and other tax returns necessary or advisable with respect to the Settlement Fund
21 (including without limitation the returns described in Treas. Reg. Section
22 1.468B-2(k));

23 j. Ensure that Class Data is used solely for the
24 administration of this Settlement and is shared only with any persons or entities
25 employed by the Settlement Administrator or for purposes of the administration of
26 this Settlement. Because the list contains personal information, the Settlement
27 Administrator shall maintain the list securely and in confidence, maintaining the

1 strictest standards of data privacy;

2 k. Prepare and provide the CAFA Notice in accordance with
3 this Sections XIII.1-2 of this Settlement Agreement;

4 l. Any other responsibilities set forth in this Settlement
5 Agreement and any other responsibilities agreed to by the Settling Parties related
6 to administration of the Settlement and consistent with the orders of the Court or
7 any other responsibilities ordered by the Court.

8 **3. Class Notice Costs and Expenses.** All costs and expenses for
9 the Class Notice and the Settlement Administrator will be paid from the
10 Settlement Fund.

11 **IX. PAYMENT OF FEES, SERVICE AWARDS, AND REIMBURSEMENT**
12 **OF COSTS AND EXPENSES**

13 **1. Attorneys' Fees & Expenses from the Settlement Fund.**

14 Class Counsel will file a motion for attorneys' fees and reimbursement of
15 litigation expenses and costs from the Settlement Fund, and Class
16 Representatives will file a motion for a service award to be paid from the
17 Settlement Fund. Prior to the deadline for Class Members to object to the
18 Settlement Agreement, Class Counsel will file a motion with the Court for an
19 award from the Settlement Fund of: (a) attorneys' fees ("Fee Award"), (b)
20 expenses, including all amounts paid to the Settlement Administrator ("Expense
21 Award"); and (c) service awards for Class Representatives (the "Service
22 Awards"). Any Fee Award, Expense Award or Service Award will be paid
23 solely from the Settlement Fund and is subject to the Court's approval at the
24 Final Approval Hearing. All Fee Awards, Expense Awards, and Service Awards
25 will be reported on an IRS Form 1099.

26 **2. Limitation on Requested Awards.** Class Counsel will not
27 seek attorneys' fees more than one-third of the Cash Settlement Amount, plus

1 reimbursement of reasonable out-of-pocket costs, both of which are subject to
2 the Court's approval. Plaintiff's request for Service Awards for the Class
3 Representatives will not exceed \$25,000 each.

4 **3. Non-Materiality of Award of Attorneys' Fees and**
5 **Reimbursement of Expenses to Settlement.** In the event that the Court refuses
6 to award attorneys' fees or allow reimbursement of expenses/costs, in whole or in
7 part, or if any such award is rejected or modified on appeal, such rejection or
8 modification will not constitute a material modification of this Settlement
9 Agreement, will not void this Settlement Agreement, and will not provide a basis
10 for any Party to withdraw from this Settlement Agreement.

11 **4. Payment of Fees/Expenses to Class Counsel.** The Fee Award
12 and the Expense Award to be paid pursuant to this Section will be paid as directed
13 by Class Counsel. Defendant will not have any input as to the division of such
14 fees and expenses among Plaintiff's Counsel.

15 **5. Timing of Payment of Attorneys' Fees and Reimbursement of**
16 **Expenses.** In the event that there is no appeal of the Final Judgment of the
17 Settlement, but an appeal solely of a Fee Award or an Expense Award (or a
18 portion thereof), (a) Class Counsel will be entitled to a disbursement of such
19 expenses/costs as to which there is no appeal or the amount which is not contested
20 on appeal, if those amounts are ascertainable; and (b) such an appeal will not
21 prevent the Settlement from becoming Non-Appealable nor prevent or delay
22 distribution of the Settlement Fund to Class Members. Any added administrative
23 expenses that may arise from a disbursement to Class Counsel or a distribution to
24 Class Members during the pendency of the appeal shall be paid from the Settlement
25 Fund.

26 **X. NO ADMISSION OF WRONGDOING OR INFIRMITY OF CLAIMS**

27 **1. No Admission by Defendant.** This Settlement Agreement

1 embodies a compromise of disputed claims and nothing in the Settlement
2 Agreement will be interpreted or deemed to constitute any finding of wrongdoing
3 by Defendant or give rise to any inference of liability in this or any other
4 proceeding. This Settlement Agreement will not be offered or received against
5 Defendant as an admission by any Party with respect to the truth of any fact
6 alleged by Plaintiff or the validity of any claim asserted in the Action or of any
7 liability, negligence, fault, or wrongdoing of any such Party.

8 **2. No Admission by Plaintiff or the Class.** This Settlement
9 Agreement is not, nor may it be deemed to be or used as an admission or evidence
10 of any infirmity in the claims asserted by Plaintiff and Class Members.

11 **3. Use of Settlement Agreement.** This Settlement Agreement may
12 be used in such proceedings as may be necessary to consummate or enforce this
13 Settlement Agreement or the Final Approval Order, and any Party may file this
14 Settlement Agreement and/or the Final Approval Order in any action that may be
15 brought against it to support a claim, a defense, or a counterclaim based on
16 principles of *res judicata*, collateral estoppel, release, good faith settlement,
17 judgment bar, offset, or any other theory of claim preclusion or issue preclusion or
18 similar defense or counterclaim, or in any action that may be brought to enforce
19 any claim pursuant to this Settlement Agreement.

20 **XI. APPROVAL**

21 **1. Preliminary Approval Order.** Class Counsel, on behalf of the
22 Class, will move the Court to enter a Preliminary Approval Order (“Preliminary
23 Approval Motion”). The Preliminary Approval Motion will seek an Order in a
24 form agreed upon by the Settling Parties which will propose among other things:

25 (a) Appointment of David Cash as Class Representative in
26 addition to Plaintiff;

27 (b) Modification of the definition of the Class as previously

1 certified by the Court to the definition set forth in this Settlement Agreement;

2 (c) Preliminary Approval of the Settlement as set forth in
3 this Settlement Agreement, subject to further hearing and final approval under Fed.
4 R. Civ. P. 23(e);

5 (d) Approval of the form of Class Notice, substantially in
6 the form agreed upon by the Parties, and of the manner of distribution and
7 publication, consistent with this Settlement Agreement, Fed. R. Civ. P. Rule 23,
8 and the requirements of due process;

9 (e) Authorization of the payment of Settlement
10 Administration expenses out of the Settlement Fund;

11 (f) Preliminary Approval of the Plan of Allocation;

12 (g) Appointment of the Settlement Administrator;

13 (h) Deadlines by which all objections to the Settlement must
14 be made and a deadline for requests for exclusion to be filed;

15 (i) Provide that any objections or requests for exclusion that
16 are not filed with the Court will be submitted to the Court;

17 (j) A schedule for a hearing date for the Court to
18 determine whether the Settlement Agreement should be finally approved as fair,
19 reasonable, and adequate, and whether an Order finally approving the Settlement
20 Agreement should be entered (“Final Approval Hearing”);

21 (k) Deadlines for filing a Final Approval Motion, Class
22 Counsel’s application for a Fee and Expense Award, and Plaintiff’s application for
23 a Service Award;

24 (l) That the Final Approval Hearing may be continued from
25 time to time by Order of the Court if necessary, and without further notice to the
26 Class;

27 (m) Requiring Defendant to produce the Class Data required

1 pursuant to this Settlement Agreement to the extent that such data are reasonably
2 available and within its possession, custody or control;

3 (n) Approval of the CAFA notice distributed by the
4 Settlement Administrator; and

5 (o) That Defendant makes an unopposed request for a
6 factual finding that the programmatic relief provided for in Section IV of this
7 Settlement Agreement is commensurate with the paid-leave benefits that
8 Defendant provides for the comparator leaves, based on the summary statistics
9 prepared by both parties' experts that are set forth in **Exhibit B**.

10 **2. Final Approval of the Settlement.** If the Court preliminarily
11 approves this Settlement (and none of the conditions to terminate this
12 Settlement Agreement occur), Class Counsel will file a Final Approval Motion,
13 which will seek entry of a proposed Final Approval Order in a form to be
14 agreed upon by the Settling Parties. The proposed Final Approval Order will,
15 among other things, request that the Court order and/or find:

16 (a) Final Approval of the Settlement of the claims of the Class
17 set forth in this Settlement Agreement;

18 (b) The Settlement is fair, reasonable, and adequate to the
19 Class pursuant to Fed. R. Civ. P. 23(e);

20 (c) Final Approval of the Plan of Allocation;

21 (d) Dismissal of the Action against Defendant with prejudice;

22 (e) That Plaintiff and the Class will be deemed conclusively
23 to have released and waived any and all Settled Class Claims against Defendant as
24 provided in this Settlement Agreement;

25 (f) The Parties and the Class are barred and permanently
26 enjoined from prosecuting any and all Settled Claims, as provided in this
27 Settlement Agreement, against any Releasee;

1 (g) Determine Class Counsel’s request(s) for a Fee Award,
2 Expense Award, and the Class Representatives’ request for Service Awards;

3 (h) Retain exclusive jurisdiction, without affecting the finality
4 of the Order entered, over: (i) implementation of this Settlement Agreement; (ii)
5 disposition of the Settlement Fund and distributions from the Settlement Fund; and
6 (iii) enforcement and administration of this Settlement Agreement, including the
7 non-monetary terms;

8 (i) The Settlement Administrator provided timely notice to
9 the appropriate state and federal officials as required by CAFA; and

10 (j) The programmatic relief provided for in Section IV of this
11 Settlement Agreement is commensurate with the paid-leave benefits that Defendant
12 provides for the comparator leaves.

13 3. **Request for Findings.** Although Plaintiffs and Class
14 Members will not oppose the Court’s entry of a finding that the programmatic
15 relief provided for in Section IV of this Settlement Agreement is commensurate
16 with the paid-leave benefits that Defendant provides for the comparator leaves,
17 they shall have no burden to affirmatively argue for or support it. Should the Court
18 decline to include this finding in the Final Approval Order, all other terms of the
19 Settlement Agreement shall continue to apply with full force and effect.

20 **XII. RESTRICTIONS ON DEFENDANT’S CONTACT WITH CLASS**
21 **MEMBERS**

22 1. **Defendant’s Contact with Class Members.** Prior to the date
23 Final Approval has been entered, Defendant, Defendant’s Counsel, or any person
24 acting on behalf of Defendant or Defendant’s Counsel will not initiate
25 communications with any Class Member about this Action or Settlement except (a)
26 with the prior written consent of Class Counsel (b) as provided in this Section or
27 (c) as allowed by the Court (including Court-approved communications).

1 **2. Communications Initiated by Class Members.** To the extent
2 that a Class Member initiates any communication with Defendant, Defendant’s
3 Counsel, or persons acting on their behalf about this Action or the Settlement prior
4 to the date the Final Approval Order has been entered, Defendant or Defense
5 Counsel will respond by advising the Class Member to contact the Settlement
6 Administrator or Class Counsel. Notwithstanding the restrictions in XII.1 and
7 XII.2, Defendant may communicate about the programmatic terms of the
8 settlement with Class Members who are managers or administrators and are
9 reasonably necessary to prepare for the implementation of the programmatic terms
10 of the settlement, provided that such communications do not involve the merits of
11 the case or the settlement.

12 **XIII. ISSUANCE OF CLASS ACTION FAIRNESS ACT NOTICE**

13 **1. CAFA Notice.** Pursuant to CAFA, the Settlement
14 Administrator will prepare and provide the CAFA Notice, including the notices to
15 the United States Department of Justice and to the Attorneys General of all states
16 in which the Class Members reside, as specified by 28 U.S.C. § 1715, within ten
17 days after this Settlement Agreement is filed with the Court.

18 **2. CAFA Notice Provided to Class Counsel.** The Settlement
19 Administrator will provide Class Counsel with a copy of the CAFA Notice and
20 materials that it sends within three business days after such notices have been
21 sent.

22 **XIV. RELEASES**

23 **1. Release by the Class Representatives and Class Members.**
24 Upon the Effective Date, the Class Representatives and the Class Members who
25 have not opted out (including their heirs, executors, administrators, successors,
26 and assigns) will fully and finally release the Releasees from all claims or causes
27 of action, whether in law or equity, whether known or unknown, that were or

1 could have been pled based on the identical factual predicate in the Complaint,
2 including any claim under USERRA Section 4316(b) for damages, prospective
3 relief, or any other form of relief arising from or based on short-term military
4 leaves taken from October 10, 2004 through January 1, 2026 (“Settled Class
5 Claims”).

6 **2. General Release by Class Representatives.**

7 (a) **General Release.** Upon the Effective Date, in exchange for
8 their Service Awards and the other terms and conditions of this Settlement, the
9 Class Representatives, on behalf themselves and their heirs, executors,
10 administrators, successors, and assigns, fully and finally release the Releasees
11 from all claims, obligations, demands, actions, rights, charges, suits, debts,
12 causes of action, and liabilities against the Releasees, of whatever kind and
13 nature, character, and description, whether in law or equity, whether sounding in
14 tort, contract, federal, state and/or local law, statute, ordinance, regulation,
15 common law, or other source of law or contract, whether known or unknown,
16 and whether anticipated or unanticipated, from the beginning of time through
17 the Effective Date, including, but not limited to, all claims arising from or
18 related to their employment with Southwest under any federal, local or state
19 statute or regulation, provided, however, that notwithstanding the foregoing,
20 nothing contained in this release shall in any way diminish or impair (i) any
21 claims they may have that cannot be waived under applicable law, (ii) their
22 rights under this Agreement, or (iii) their rights to vested benefits under
23 employee benefit plans. This general release includes, but is not limited to, a
24 release of all claims under USERRA; Title VII of the Civil Rights Act of 1964,
25 42 U.S.C. §§ 2000(e) *et seq.*; the Age Discrimination in Employment Act, 29
26 U.S.C. §§ 621 *et seq.*, as amended by the Older Workers Benefit Protection Act
27 of 1990; Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981; the

1 Equal Pay Act of 1963, 29 U.S.C. § 206 and the Lilly Ledbetter Fair Pay Act;
2 the Sarbanes-Oxley Act of 2002; the Dodd-Frank Wall Street Reform and
3 Consumer Protection Act; the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et*
4 *seq.*; the Consolidated Omnibus Budget Reconciliation Act of 1985, 42 U.S.C.
5 S 1395(c); Executive Order 11141; Section 503 of the Rehabilitation Act of
6 1973, 29 U.S.C. §§ 701, *et seq.*; the Employee Retirement Income Security Act
7 of 1974, 29 U.S.C. § 1001, *et seq.*; the Americans with Disabilities Act; the
8 Worker Adjustment and Retraining Notification Act; the Family and Medical
9 Leave Act; the National Labor Relations Act; the Immigration Reform and
10 Control Act; the Occupational Safety and Health Act; the Fair Credit Reporting
11 Act; the California Fair Employment and Housing Act, Cal. Govt. Code §
12 12940 *et seq.*; the California Family Rights Act, Cal. Govt. Code § 12945.2; the
13 California Labor Code, including but not limited to Section 132a, Sections 200
14 *et seq.* and Sections 1025 *et seq.*, as well as the Private Attorneys General Act;
15 the California Government Code; the California Constitution; California Unfair
16 Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*; any amendments to
17 the foregoing statutes; and any other laws and/or regulations relating to
18 employment, compensation or employment discrimination in any state where
19 they have performed work or would have standing to assert a claim.

20 (b) **Section 1542 Waiver.** Class Representatives expressly
21 waive all rights under Section 1542 of the Civil Code of the State of California
22 (or any other state or federal statute or provisions of similar effect), which
23 provides as follows:

24 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
25 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
26 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
27 **THE TIME OF EXECUTING THE RELEASE, AND THAT, IF**
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE

1 **DEBTOR OR RELEASED PARTY.”**

2 Class Representatives expressly acknowledge and agree that this
3 Settlement Agreement shall extend and apply to all unknown, unsuspected
4 and unanticipated injuries and that they may later discover claims or facts
5 in addition to or different from those which they now know or believe to
6 exist with regard to the subject matter of this Settlement Agreement, and
7 which if known or suspected at the time of executing this Settlement
8 Agreement, may have materially affected its terms. Nevertheless, Class
9 Representatives waive any and all Claims that might arise as a result of
10 such different or additional claims or facts.

11 **(c) Right to File Charge or Participate in Agency**

12 **Investigation.** Nothing herein shall prevent Class Representatives from
13 filing a charge or complaint with the Equal Employment Opportunity
14 Commission (“EEOC”) or similar federal or state agency (such as the
15 California Civil Rights Department) or impair their ability to participate in
16 any investigation or proceeding conducted by such agency.

17 **(d) No Claim for Sexual Abuse or Harassment.** Class

18 Representatives acknowledge that they have not made any claims or allegations
19 related to sexual harassment or sexual abuse and none of the payments set forth
20 herein are related to sexual harassment or sexual abuse.

21 **(e) ADEA Time to Review and Revocation Period.** Class

22 Representatives understand and agree that they are waiving and releasing any rights
23 they may have under the Age Discrimination in Employment Act (ADEA), and that
24 this waiver and release is knowing and voluntary. Class representatives understand
25 and agree that this waiver and release does not apply to any rights or claims that
26 may arise under the ADEA after the Effective Date of this Settlement Agreement.
27 Class Representatives understand and acknowledge that the consideration given for
this waiver and release is in addition to anything of value to which they were

1 already entitled. Class Representatives further understand and acknowledge that
2 they hereby are and have been advised by this writing that:

- 3 1. They have each been given twenty-one (21) calendar days after the
4 date they received this Agreement (“21-day Consideration Period”)
5 within which to review and consider it, to discuss it with an attorney
6 of their own choosing, and to decide whether or not to sign it.
7 Southwest hereby advises Class Representatives to consult with an
8 attorney of their own choosing during this 21-day Consideration
9 Period, and Class Representatives acknowledge that they have
10 consulted with their attorney(s) prior to signing this Settlement
11 Agreement;
- 12 2. Class Representatives have seven (7) days following their execution
13 of this Settlement Agreement to revoke this Settlement Agreement by
14 delivering or transmitting written notice of revocation to Counsel for
15 Defendant.
- 16 3. If Class Representatives choose to execute this Agreement before the
17 21-day Consideration Period has elapsed, they do so knowingly and
18 voluntarily, and without any duress or undue influence.

19 (f) **Right to Enforce Settlement.** Notwithstanding the foregoing or any other
20 language in this Settlement Agreement, the Settling Parties are not releasing
21 Claims to enforce this Settlement Agreement.

22 **XV. REPRESENTATIONS**

23 **1. No Current Retention.** Class Counsel represent that they have
24 not been retained to represent any clients in any claim against Defendant under
25 USERRA § 4316(b) (other than the Class Representatives with respect to this
26 Action).

27 **2. No Unfiled Claims.** Class Counsel represent that they do not have

1 any present intent to file any claim under USERRA § 4316(b) against Southwest.

2 **3. No Intent to Seek Clients.** Class Counsel represent that they do
3 not have any present intent to seek out any client to pursue a claim under USERRA
4 § 4316(b) against Southwest.

5 **XVI. CONDITIONS OF SETTLEMENT**

6 **1. Court Approval.** Each of the following is an express
7 condition of Settlement: (a) the Class definition is modified to substantially
8 correspond to the one set forth in this Settlement Agreement; (b) the Class Data that
9 Defendant produced during this litigation materially reflects the information in its
10 records; (c) the Preliminary Approval Order is entered substantially in the form
11 required by this Settlement Agreement; (d) the Final Approval Order is entered
12 substantially in the form required by this Settlement Agreement; and (e) the Final
13 Approval Order becomes Non-Appealable.

14 **2. Effect of Modification of the Class Definition.** In the event that
15 the Court does not modify the Class substantially similar to the definition as set
16 forth in this Settlement Agreement, Co-Lead Class Counsel and Defendant will
17 have the right to withdraw from this Settlement so long as the notice of the exercise
18 of such right is provided to the Court and the opposing Party within 14 days after
19 the date on which the Court issues such order. In the event that either Co-Lead
20 Class Counsel or Defendant provides a Termination Notice pursuant to Section
21 XVII.1 based on the modification of the class definition and the Parties fail to reach
22 agreement as provided under Section XVII.2, any dispute concerning this provision
23 will be submitted to the Court, which (along with any appellate court) will have sole
24 authority to resolve that dispute.

25 **3. Effect of Opt-Outs.** If the number of Class Members who timely
26 and validly request exclusion as determined by the Settlement Administrator (the
27 “opt-outs”) exceeds 2% of the total number of Class Members, Defendant will have

1 the right to either (a) withdraw from and void this Settlement or (b) reduce the Cash
2 Settlement Amount by the *pro rata* share allocated to non-participating class
3 members in excess of 2% based on the method of allocation. To exercise this right,
4 Defendant must provide notice to Class Counsel within 14 days after the Settlement
5 Administrator provides a final count of the opt-outs following the close of the opt-
6 out period. In the event that the number of opt-outs exceeds 2% and Defendant
7 exercises its right to reduce the Cash Settlement amount on a *pro rata* basis (as
8 described above), any dispute concerning the percentage of opt-outs or the amount
9 of the reduction will be submitted to the Court, which (along with any appellate
10 court) will have sole authority to resolve that dispute.

11 **4. Non-Conditional Matters.** None of the following are conditions
12 of the Settlement: (a) Court approval of any Service Award; (b) Court approval of
13 the Fee Award or Expense Award; or (c) Court approval of the proposed Plan of
14 Allocation.

15 **XVII. EFFECT OF TERMINATION & WITHDRAWAL**

16 **1. Right to Terminate.** In the event that one of the Conditions of
17 Settlement in Section XVI is not satisfied, either Co-Lead Class Counsel or
18 Defendant shall have the right to withdraw from and seek to void this Settlement
19 under the conditions set forth in this Settlement Agreement by providing written
20 notice to counsel for all other Parties to the Settlement within fourteen days (14)
21 days after the event prompting the right to terminate (“Termination Notice”).

22 **2. Effectiveness of Termination Notice.** The Termination Notice
23 will become effective to void the Settlement Agreement only if the Settling Parties
24 fail to reach a written agreement within 30 days of the Termination Notice to modify
25 this Settlement Agreement to resolve the issue and have not agreed to further extend
26 the time to reach agreement to modify this Settlement Agreement.

1 **3. Effect of Withdrawal.** In the event that a Termination Notice
2 becomes effective, the Settling Parties will not be released from the claims asserted
3 in this Action; this Settlement Agreement will be void *ab initio*; the Parties'
4 positions, rights, and responsibilities will be deemed to have reverted to their
5 respective status in this Action as of January 20, 2025, and the Parties will proceed
6 in all respects as if this Settlement Agreement never existed.

7 **XVII. MISCELLANEOUS PROVISIONS**

8 **1. Confidentiality.** The Parties shall keep the terms of this
9 Settlement Agreement confidential until the Preliminary Approval Motion is filed
10 with the Court (except as otherwise agreed by the Parties). The Parties agree not to
11 publicize the terms of this Settlement to any person prior to moving for preliminary
12 approval; however, Class Counsel may inform potential settlement administrators
13 about the terms subject those persons agreeing to keep the terms confidential.

14 **2. Destruction of Confidential Information.** In addition to the
15 archival copies of documents to which Counsel for any Party is entitled to retain
16 pursuant to Paragraph 13 of the Protective Order (ECF No. 34), Plaintiffs' Counsel
17 and Class Counsel may maintain the Class data used to provide Class Notice or to
18 calculate Distributions of the Settlement Fund to the Class following Final
19 Disposition, but such materials will remain subject to the terms of the Protective
20 Order. Additionally, the Settlement Administrator may maintain the Class Data
21 used to provide Class Notice or to calculate distributions of the Settlement Fund to
22 the Class for one year following final disposition of the Action, on the condition
23 that the Settlement Administrator agrees to and does maintain such materials
24 subject to the terms of the Protective Order.

25 **3. Tax Obligations and Tax Advice.** No opinion or advice
26 concerning the Tax consequences of the Settlement Agreement has been given or
27 will be given by counsel involved in the Action to the Class, nor is any

1 representation or warranty in this regard made by virtue of this Settlement
2 Agreement. The Tax obligations of the Class and the determination thereof are the
3 sole responsibility of each Class Member, and it is understood that the Tax
4 consequences may vary depending on the particular circumstances of each Class
5 Member. Likewise, the Tax obligations of Southwest are the sole responsibility of
6 Southwest.

7 **4. Binding Effect.** This Settlement Agreement will be binding
8 upon, and inure to the benefit of, the successors, assigns, executors, administrators,
9 affiliates, heirs, spousal beneficiaries, and legal representatives of the Settling
10 Parties, provided, however, that no assignment by any Settling Party will operate
11 to relieve such Party of its obligations hereunder.

12 **5. Good Faith.** The Settling Parties: (a) acknowledge that it is their
13 intent to consummate this Settlement; (b) agree to exercise their best efforts and to
14 act in good faith to cooperate to the extent necessary to effectuate and implement
15 all terms and conditions of this Settlement Agreement; and (c) agree to exercise
16 their best efforts and to act in good faith to cooperate to the extent necessary to
17 obtain the fullest possible participation of all Class Members in any Settlement.
18 The Settling Parties and their counsel agree to cooperate fully with one another in
19 seeking entry of the Preliminary Approval Order and Final Approval Order. The
20 Settling Parties also agree to promptly execute and/or provide such documentation
21 as may be reasonably required to obtain preliminary and final approval of this
22 Settlement.

23 **6. Modification.** This Settlement Agreement may be amended or
24 modified only by written instrument signed by Co-Lead Class Counsel on behalf
25 of Plaintiff and the Class and by Defense Counsel on behalf of Defendant or
26 their respective successors in interest and to the extent that such modifications
27 are made after approval by the Court and such modification is material, after the

1 Court has approved such modification.

2 **7. Representations.** This Settlement Agreement constitutes the
3 entire agreement among the Settling Parties, and no representations, warranties,
4 or inducements have been made to any Party concerning this Settlement
5 Agreement other than the representations, warranties, and covenants contained
6 and memorialized in such documents.

7 **8. Authorization.** Each signatory to this Settlement Agreement
8 represents that they are authorized to enter into this Settlement Agreement on
9 behalf of themselves or the respective Parties they represent.

10 **9. Counterparts.** This Settlement Agreement may be executed
11 in one or more original, photocopied, or facsimile counterparts. All executed
12 counterparts and each of them will be deemed to be one and the same
13 instrument.

14 **10. Governing Law.** All terms of this Settlement Agreement will be
15 governed by and interpreted according to the laws of the State of California
16 without regard to its rules of conflicts of law and in accordance with the laws of
17 the United States.

18 **11. Waiver.** The waiver by one Party of any breach of this
19 Settlement Agreement by any other Party will not be deemed a waiver of any other
20 breach of this Settlement Agreement. The provisions of this Settlement
21 Agreement may not be waived except by a writing signed by the affected Party, or
22 counsel for that Party, or orally on the record in court proceedings.

23 **12. Continuing Jurisdiction.** The Final Approval Order will provide
24 that the Court will have continuing jurisdiction over this Settlement.

25 **13. Enforcement of this Agreement.** In the event that any Party
26 to this Agreement believes that another Party to this Agreement has breached the
27 terms of this Agreement, that Party will notify the alleged breaching Party and

1 Counsel in writing setting forth the nature of the breach and the requested method
2 to cure the breach at least 14 days prior to filing any litigation to enforce the terms
3 of the Settlement Agreement (and if the allegedly breaching Party is a Class
4 Member, regardless of whether that Class Member has separate counsel,
5 Defendant must also notify Class Counsel in writing). In the event that the
6 allegedly breaching Party fails to cure the alleged breach as set forth in the written
7 notification after 14 days, the other Party may then file an action to enforce the
8 Settlement Agreement.

9 **14. Extensions.** The Settling Parties reserve the right, subject to the
10 Court's approval, to request any reasonable extensions of time that might be
11 necessary to carry out any of the provisions of this Settlement Agreement.

12 **15. Evidentiary Effect.** Neither this Settlement Agreement nor the
13 Settlement, nor any negotiation, nor act performed, nor document executed, nor
14 proceedings held pursuant to or in forbearance of this Settlement Agreement or
15 the Settlement, even if this Settlement Agreement is cancelled or terminated: (a)
16 is, or may be deemed to be, or may be used as an admission of, or evidence of the
17 validity of any Settled Claims, or of any wrongdoing, negligence,
18 misrepresentation, violation, or liability of any Settling Party; (b) is, or may be
19 deemed to be, or may be used as an admission of, or evidence of any infirmity in
20 the Complaint or claims asserted by Plaintiff and the Class; or (c) is, may be
21 deemed to be, or may be used as an admission of, or evidence of, any fault or
22 omission of any Settling Party in any civil, criminal, or administrative proceeding
23 in any court, administrative agency, or tribunal, including in this Action. This
24 Settlement Agreement may be used in such proceedings as may be necessary to
25 consummate or enforce this Settlement Agreement, the Settlement, or the Final
26 Approval Order; and any Settling Party may file this Settlement Agreement and/or
27 the Final Approval Order in any action to support a defense or counterclaim based

1 on principles of *res judicata*, collateral estoppel, release, good faith settlement,
2 judgment bar, offset, or any other theory of claim preclusion or issue preclusion
3 or similar defense or counterclaim.

4 **16. Final and Complete Resolution.** The Settling Parties intend
5 this Settlement Agreement to be a final and complete resolution of all disputes
6 between them with respect to this Action. The Settlement compromises claims
7 which are contested and will not be deemed an admission by any Settling Party as
8 to the merits of any claim or defense. The Settling Parties agree that the amount
9 paid to the Settlement Fund and the other terms of the Settlement Agreement were
10 negotiated in good faith at arm's length by the Settling Parties and reflect a
11 settlement that was reached voluntarily after consultation with competent legal
12 counsel.

13
14 The Parties and their respective counsel agree to and affirm the terms of this
15 Settlement Agreement:

16 Dated:

17 September 25, 2025

18
19 Agreed to by:

20
21 

22 _____
23 Jayson Huntsman,
24 Plaintiff and Class Representative

25 _____
26 David Cash,
27 Class Representative

Brian D. Berry
Monica N. Ratajczak
Morgan, Lewis & Bockius LLP
One Market, Spear Street Tower
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1 on principles of *res judicata*, collateral estoppel, release, good faith settlement,
2 judgment bar, offset, or any other theory of claim preclusion or issue preclusion
3 or similar defense or counterclaim.

4 **16. Final and Complete Resolution.** The Settling Parties intend
5 this Settlement Agreement to be a final and complete resolution of all disputes
6 between them with respect to this Action. The Settlement compromises claims
7 which are contested and will not be deemed an admission by any Settling Party as
8 to the merits of any claim or defense. The Settling Parties agree that the amount
9 paid to the Settlement Fund and the other terms of the Settlement Agreement were
10 negotiated in good faith at arm's length by the Settling Parties and reflect a
11 settlement that was reached voluntarily after consultation with competent legal
12 counsel.

13
14 The Parties and their respective counsel agree to and affirm the terms of this
15 Settlement Agreement:

16 Dated: September 25, 2025

17
18 Agreed to by:

19
20
21 _____
22 Jayson Huntsman,
23 Plaintiff and Class Representative

24 
25 _____
26 David Cash,
27 Class Representative



Michael J. Scimone



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7 685 Third Avenue 25th Floor
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12 R. Joseph Barton
13 Cal Bar. No. 212340
14 THE BARTON FIRM LLP
15 1633 Connecticut Ave. N.W.
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17 Washington, DC 20009
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3 *Attorneys for Class Representatives and the*
4 *Class*

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Exhibit A: Notice to Class Members



Notice of Proposed Class Action Settlement *Authorized by the U.S. District Court*

You are receiving this notice because Southwest's records show that you took short-term military leave (i.e., 14 days or fewer) between October 10, 2004 and January 1, 2026.

There is a \$18,500,000 settlement available to eligible employees.

As part of a proposed class settlement, you are entitled to a payment of approximately \$[net amount]*

What you should do now:

1. Read this notice.
2. Decide whether to participate in the settlement.

Important things to know:

- If you take no action, you will be bound by the settlement, you will receive the approximate amount shown above, and your rights will be affected.
- The Settlement was preliminarily approved by the Court on [date], but the Court still needs to finally approve the settlement. Settlement payments will be made if the Court finally approves the settlement. Please be patient.
- You can learn more at: [website].

* If the amount here is \$0.00, see "What Do I Do Next?" below.

About This Notice

What is this case about?

A current Southwest employee filed a case, *Huntsman v. Southwest Airlines Co.*, claiming that Southwest has violated the Uniformed Services Employment and Reemployment Rights Act (USERRA) by not providing paid leave to employees who took short-term military leave (i.e., military leaves of 14 days or fewer) while paying employees for other allegedly comparable forms of leave, like jury duty, bereavement leave, or sick leave.

Southwest denies that it did anything wrong and disagrees that military leave is comparable to other forms of leave. The Court has not decided this case in favor of either side. Both sides settled the claims to avoid the risk and expense of litigation.

You can learn more at: [[website](#)].

Why did I get this notice?

Southwest's records show that you are likely part of the proposed settlement class. People are eligible to be part of the settlement if they are current or former employees of Southwest and, during their employment with Southwest at any time from October 10, 2004 through January 1, 2026, took short-term military leave from their employment with Southwest (i.e., military leave that lasted 14 days or fewer) and were subject to a collective bargaining agreement. Employees subject to the agreement between Southwest and Transport Workers Union Local 550 covering meteorologists are not part of this settlement class.

The Court authorized this notice to you because you have the right to know about a proposed class action settlement that affects your rights, and about all of your options, before the Court decides whether to finally approve the settlement. This notice explains the case, your legal rights, and what benefits are available.

What do I do next?

Read this notice to understand the settlement. Then, decide if you want to:

DO NOTHING (OR SUBMIT A CLAIM) AND GET A PAYMENT	<p>If the court grants final approval of the settlement, you will be sent a settlement check in the amount of approximately \$[net amount], and you will release claims against Southwest as described in this Notice.</p> <p>If the amount above is \$0.00, then you may have taken military leave during a period when Southwest no longer has military leave records for your workgroup. You need to complete the enclosed claim form to verify whether you took short-term military leave during one of those periods. If you submit the form, you will be credited with an amount based on the years in which you certify that you took leave. You will be bound by the settlement even if you do not submit a claim form.</p> <p>If you would prefer to receive your settlement payment electronically, you can choose to do so by visiting this website: [EMAIL VERSION: www.[website].com] / [MAILED VERSION: www.[website].com AND QR CODE].</p>
EXCLUDE YOURSELF ("OPT OUT")	<p>You will receive no payment from this settlement and you will not release your claims against Southwest as described in this notice.</p>
OBJECT	<p>Tell the Court why you don't like the settlement (or any part such as attorneys' fees, expenses or the service awards) but remain a part of the settlement class and give up the ability to sue Southwest for released claims as described in this Notice.</p>

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important deadlines?

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

About the Lawsuit

What does the settlement provide?

Without admitting any wrongdoing, Southwest has agreed to pay \$18,500,000 into a settlement fund. This money will be divided among members of the settlement class, after the following are deducted: (1) attorneys' fees, (2) expenses incurred in the lawsuit; (3) the cost of settlement administration; and (4) service awards for the two class representatives (Jayson Huntsman and David Cash). All of these amounts must first be approved by the Court. Class Counsel will not seek more than one third of the settlement as fees. Class Counsel has spent more than ___ hours in the case. Class Counsel will not seek more than \$ ___ in expenses. The settlement administration expenses are expected to be \$ _____. Plaintiff intends to request a service award of \$ ___ for each of the two class representatives.

Your estimated share of the settlement, if you choose to participate, would be approximately \$**[net amount]**. This amount may vary depending on what the Court approves as fees, expenses or service awards

How is my payment calculated?

The amount of your payment depends on:

- The approximate wages you would have earned from Southwest during each period of leave, minus the approximate wages you earned from your military service.
- The Settlement Administrator will do the same calculation for other class members and then divide your amount by the total amount for all class members to calculate your portion of the total settlement amount.

- The Settlement Administrator will then multiply the result of this division by the remainder of the Settlement Amount after costs and attorneys' fees are removed. This determines your settlement payment.
- The Settlement Amount reflects a compromise of disputed claims. That means you will not be getting the full wages described in the first step above; you will be getting a proportional percentage of the Settlement Amount.

Based on the allocation formula that has been approved by the Court, you will receive a settlement payment of approximately \$[**NET AMOUNT**], based on the above calculation.

One-half (1/2) of your settlement payment will be treated as wages and subject to withholdings and deductions (paid on a W2) and one-half (1/2) will be treated as non-wage compensation with no taxes withheld (paid on a 1099). Settlement payments made to Class Members will not be subject to matching contributions or included as benefits-eligible earnings under any of Southwest's benefits plans, bonus programs, or compensation policies.

The lawyers cannot advise you on taxes associated with this payment. Please seek your own personal tax advice.

Do I have a lawyer in this case?

In a class action settlement, the Court appoints lawyers to represent the class and its members. For this settlement, the Court has appointed the following lawyers:

Michael J. Scimone
 Outten & Golden LLP
 685 Third Avenue, 25th Floor
 New York, New York 10017
 Telephone: (212) 245-1000
SouthwestSettlement@outtengolden.com

R. Joseph Barton
 THE BARTON FIRM LLP
 1633 Connecticut Ave. N.W.
 Suite 200
 Washington, DC 20009
 Telephone: (202) 734-7046
SouthwestUSERRA@thebartonfirm.com

Alina Pastor-Chermak
 Outten & Golden LLP
 1 California St., 12th Floor

San Francisco, CA 94111
Telephone: (415) 688-6174
SouthwestSettlement@outtengolden.com

These are the lawyers who represented the Plaintiff in the case and negotiated the settlement. The lawyers' fees will be paid from the settlement fund in an amount approved by the Court. **You will not have to pay the lawyers directly.** You do not need to retain your own lawyer, but you are free to do so at your own expense.

Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the settlement agreement. To get a copy of the settlement agreement please visit:

[insert QR code for mailing/link for email]

To get answers to your questions, contact the Settlement Administrator at [contact info] or Class Counsel at [contact info].

What happens next in this case?

The Court will hold a fairness hearing to decide whether to finally approve the settlement. The hearing will be held at:

Where: [Courthouse name and address].

When: [time] on [date].

Because a class action settlement decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court grants final approval of the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement, it will be void and the case will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

Option 1: Do Nothing (or submit a claim), Get a Payment, and Release Claims

How do I participate in the settlement?

If you wish to participate in the settlement and receive payment, you do not need to take any action. If the Court grants final approval of the settlement, you will receive a settlement payment of approximately **[\$NET AMOUNT]** by mail.

If the amount above is \$0.00, then you may have taken military leave during a period when Southwest no longer has military leave records for your workgroup. You need to complete the enclosed claim form to verify whether you took short-term military leave during one of those periods. If you submit the form, you will be credited with an amount based on the years in which you certify that you took leave. You will be bound by the settlement even if you do not submit a claim form. If you would like to receive your payment electronically, you may elect to do so by going to this website to select your payment option: **[EMAIL VERSION: www.[website].com] / [MAILED VERSION: www.[website].com AND QR CODE]**. If your mailing address has changed, please contact the Settlement Administrator or update your address online at the same website.

What happens if I participate in the settlement?

If you do not opt out, you will release the Released Class Claims against Southwest and others (as defined in the settlement agreement). This means you cannot sue, continue to sue, or be part of any other legal action against Southwest that was or could have been pled based on the identical factual predicate in the Complaint, including any claim under USERRA Section 4316(b) for damages, prospective relief, or any other form of relief arising from or based on short-term military leave that you took from October 10, 2004 through January 1, 2026.

When will I receive the money?

At the Court's hearing on [date], the Court will decide whether to finally approve the settlement. This date may change without further notice to class members. Please check [settlement website] to confirm that the date has not changed.

If the Court grants final approval, and the approval order is not appealed, settlement checks and electronic payments are anticipated to be distributed approximately two months after the Court grants final approval. Please be patient and update the settlement administrator if your contact information changes.

Option 2: Exclude Yourself ("Opt Out")

What if I don't want to be part of this settlement?

You can opt out of the settlement.

If you opt out, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this case and may be able to file your own case. You will not release any claims.

How do I opt out?

To opt out of the settlement, you must submit an opt out statement to the settlement administrator by [date] at their address listed under "Key Resources" below.

You must include your name, address, telephone number, and a statement indicating your intent to opt out, such as "I opt out of the Southwest wage and hour settlement."

Option 3: Object to the Settlement

What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement — but it can modify the allocation of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Settlement Administrator that:

1. is postmarked by **[date]**;
2. includes the case name and number *Huntsman v. Southwest Airlines Co.*, Case No. 19-cv-00083-JSC
3. includes your full name, address and telephone number, and email address;
4. states the reasons for your objection;
5. says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name; and
6. includes your signature.

Mail the letter to the settlement administrator as listed below under "Key Resources."

Key Resources

How do I get more information?

This notice summarizes the settlement approval. There are more details in the case documents. To get a copy of the case documents or get answers to your questions:

- contact the lawyers who represent the class (information below)
- visit the case website at **[website]**.

Resource	Case Information
Case website	[website]
Toll Free Number	[phone number]
Settlement Administrator	[Case Administrator] [Street Address] [City, State, Zip Code] [Phone Number]
Class Counsel	<p>Outten & Golden LLP [insert phone number] SouthwestSettlement@outtengolden.com</p> <p>The Barton Law Firm LLP (202) 734-7046 Telephone SouthwestUSERRA@thebartonfirm.com</p>
Court (DO NOT CONTACT)	U.S. District Court for the Northern District of California 450 Golden Gate Ave San Francisco, CA 94102

Exhibit B

Exhibit 10 to Supplemental Expert Report of Darin Lee, PhD (May 31, 2024)

EXHIBIT 10: SUMMARY STATISTICS RELATING TO LEAVE DURATION (BRESHEARS DATASET)

Summary Statistics: Duration (days)				
	Military	Jury Duty	Bereavement	Sick Leave
Maximum Leave Duration	14	80	34	956
99th Percentile Leave Duration	13	8	7	14
95th Percentile Leave Duration	10	4	4	6
Average Leave Duration	4.2	2.0	3.1	2.9
Average Leave Duration (Excluding >99th percentile)	4.1	1.9	3.0	2.5
Average Leave Duration (Excluding >95th percentile)	3.7	1.7	2.9	2.3
Standard Deviation of Leave Duration	2.9	1.6	1.2	6.0
Median Leave Duration	3.0	2.0	3.0	2.0
Mode Leave Duration	2.0	1.0	3.0	3.0
Summary Statistics: Total Leave Days per Employee				
	Military	Jury Duty	Bereavement	Sick Leave
Maximum Total Leave Days	1,367	154	51	1,511
99th Percentile Total Leave Days	790	19	18	401
95th Percentile Total Leave Days	506	9	12	287
Average Total Leave Days	139.5	3.3	5.7	92.9
Average Total Leave Days (Excluding >99th percentile)	131.1	3.0	5.5	88.4
Average Total Leave Days (Excluding >95th percentile)	111.5	2.6	5.1	78.3
Standard Deviation of Total Leave Days	172.4	4.3	3.5	98.6
Median Total Leave Days	75.0	2.0	4.0	60.0
Mode Total Leave Days	1	1	4	1
Summary Statistics: Avg. Annual Leave Days per Employee in Years Where Leave was Taken				
	Military	Jury Duty	Bereavement	Sick Leave
Maximum Avg. Annual Leave Days	112	80	34	310
99th Percentile Avg. Annual Leave Days	79	11	8	38
95th Percentile Avg. Annual Leave Days	60	5	6	23
Average Avg. Annual Leave Days	25.3	2.2	3.7	11.2
Average Avg. Annual Leave Days (Excluding >99th percentile)	17.3	2.0	3.7	7.9
Average Avg. Annual Leave Days (Excluding >95th percentile)	16.6	1.8	3.5	7.3
Standard Deviation of Avg. Annual Leave Days	18.6	2.4	1.3	8.6
Median Avg. Annual Leave Days	22.1	2.0	3.5	10.5
Mode Avg. Annual Leave Days	1.0	1.0	4.0	1.0

Source: Breshears data table LeaveCalculations-Supplemental4_25_24WithML_LM; Step2-Calculations to Group Leave Periods- Part 2 Remove Zero Days.sql.

Note: Includes data for all workgroups. Average Annual Leave days is defined as the number of leave days by type divided by the number of years where the employee had the same type of leave between January 1, 2005, and December 31, 2020. Mode for non-integer values calculated using 1 decimal point. Average Annual Leave events is defined as the number of leave events by type divided by the number of years where the employee had the same type of leave between January 1, 2005, and December 31, 2020.

Exhibit 1 to Supplemental Expert Report of David Breshears (May 3, 2024)

Exhibit 1

JAYSON HUNTSMAN et al. v. SOUTHWEST AIRLINES CO.

Summary of Potential Compensation for Military Leave (14 days or less) Before and After DOD Offset

Before DOD Offset				
Work Group	Military Leave Days	Jury Duty Based: Wages Due	Bereavement Based: Wages Due	Sick Leave Based: Wages Due
Pilots	152,810	\$110,958,756	\$104,802,672	\$47,612,440
Flight Attendants	7,631	\$1,657,529	\$1,378,104	\$334,827
CS&S	2,617	\$359,115	\$273,161	\$87,695
Ground Ops	28,104	\$3,886,899	\$3,116,862	\$1,438,200
Tech Ops	4,439	\$1,459,880	\$1,163,086	\$435,142
Dispatch	543	\$131,420	\$99,412	\$73,119
Instructor	2	\$619	\$619	\$619
Flight Sim	2	\$790	\$790	\$790
Total	196,148	\$118,455,008	\$110,834,707	\$49,982,831

After DOD Offset				
Work Group	Military Leave Days	Jury Duty Based: Wages Due	Bereavement Based: Wages Due	Sick Leave Based: Wages Due
Pilots	152,810	\$67,718,965	\$62,272,347	\$24,189,237
Flight Attendants	7,631	\$845,606	\$629,926	\$111,594
CS&S	2,617	\$162,208	\$104,560	\$30,045
Ground Ops	28,104	\$1,096,119	\$778,219	\$314,767
Tech Ops	4,439	\$801,925	\$577,156	\$188,762
Dispatch	543	\$55,016	\$44,086	\$34,029
Instructor	2	\$124	\$124	\$124
Flight Sim	2	\$485	\$485	\$485
Subtotal	196,148	\$70,680,448	\$64,406,903	\$24,869,042

+

After DOD Offset				
Work Group	Military Leave Days	Jury Duty Based: Wages Due	Bereavement Based: Wages Due	Sick Leave Based: Wages Due
Estimated Wages Due for Additional Ops Class Members (in December 2021 Production)				
Ground Ops	3,287	\$197,124	\$115,160	\$39,256

+

After DOD Offset				
Work Group		Jury Duty Based: Wages Due	Bereavement Based: Wages Due	Sick Leave Based: Wages Due
Estimates for Missing Leave Data				
Ground Ops		\$4,137	\$2,479	\$844
Tech Ops		\$5,617	\$4,220	\$1,154
Dispatch		\$22,285	\$20,850	\$21,262
Subtotal		\$32,039	\$27,549	\$23,261
Total	199,435	\$70,909,611	\$64,549,612	\$24,931,560

Excerpts from Expert Report of David Breshears (Dec. 22, 2021)

Pilots

24. To study the duration of leave lengths for Pilots, I have relied on SWA-Huntsll-005842 – CONFIDENTIAL.xlsx, SWA-Huntsll-005973 – CONFIDENTIAL.xlsx, and SWA-Huntsll 009090A – CONFIDENTIAL.csv, which appear to be Pilot military and non-military leave

Excerpts from Expert Report of David Breshears (Dec. 22, 2021)

Pilots

24. To study the duration of leave lengths for Pilots, I have relied on SWA-Huntsll-005842 – CONFIDENTIAL.xlsx, SWA-Huntsll-005973 – CONFIDENTIAL.xlsx, and SWA-Huntsll 009090A – CONFIDENTIAL.csv, which appear to be Pilot military and non-military leave data from September 25, 2004 to March 11, 2021.

Flight Attendants

26. To study the duration of leave lengths for Flight Attendants, I have relied on SWA-Huntsll 001647 – CONFIDENTIAL.xlsx, SWA-Huntsll-005879 – CONFIDENTIAL.xlsx through SWA-Huntsll-005892 – CONFIDENTIAL.xlsx, SWA-Huntsll-005974 – CONFIDENTIAL.xlsx through SWA-Huntsll-005975 – CONFIDENTIAL.xlsx, SWA-Huntsll 009812 CONFIDENTIAL.xlsx, SWA-Huntsll 011159 CONFIDENTIAL.xlsx, and SWA-Huntsll 011160 CONFIDENTIAL.xlsx, which appear to be Flight Attendant military and non-military leave data from March 31, 2003 to March 1, 2021.

CS&S

29. To study the duration of leave lengths for the Customer Support & Services (“CS&S”) work group, for purposes of this report, I have relied on the “Emp_Daily 2007-2012” and “Emp_Daily 2013-2019” tabs in SWA-Huntsll 009256 – CONFIDENTIAL.xlsx9 and the “Leave_w_sched” tab in SWA-Huntsll 009809 CONFIDENTIAL.xlsx10 , as this CS&S military and non-military leave data from October 9, 2007 to May 20, 2021 was provided by shift date (which I have assumed to reflect the first and last day of the leave). I have also relied on the entries with a leave begin date prior to October of 2007 in SWA-Huntsll 009810 CONFIDENTIAL.xlsx, as this period is not covered in the files listed above.

Ops

31. To study the duration of leave lengths for employees in the Ground Ops and Tech Ops work groups (referred to together as “Ops”), I have relied on 65 Excel files which appear to be Ops military and non-military leave data from January 1, 2005 to February 28, 2021.

Dispatchers

35. To study the duration of leave lengths for Dispatchers, I have relied on SWA-Huntsll-005976A – CONFIDENTIAL.xlsx and SWA-Huntsll 009811 CONFIDENTIAL.xlsx, which appear to be Dispatcher military and non-military leave data from July 1, 2012 to February 28, 2021.

Flight Simulator Technicians

37. To study the duration of leave lengths for Flight Simulator Technicians (“Flight Sim Techs”), I have relied on SWA-Huntsll-009174 – CONFIDENTIAL.xlsx14 and SWA-Huntsll 009814 CONFIDENTIAL.xlsx, which appear to be Flight Sim Tech military and non-military leave data from January 27, 2010 to February 7, 2021.

Flight Instructors

39. To study the duration of leave lengths for Flight Instructors, I have relied on SWA-Huntsll 009173 – CONFIDENTIAL.xlsx15 and SWA-Huntsll 011163 CONFIDENTIAL.xlsx16 , which appear to be Flight Instructors military and non-military leave data from January 2, 2013

to February 11, 2021

Exhibit C: Notice email and text

Subject: Southwest – Notice of Settlement

You are receiving this email because Southwest’s records show that you are eligible to participate in a proposed settlement against Southwest. Additional information is contained in the attached Notice. To learn more about the settlement, or to elect electronic payment, please visit [**website**]. For questions about the settlement, contact the Settlement Administrator at [**administrator email and phone number**] or Outten & Golden LLP at [insert phone number] or SouthwestSettlement@outtengolden.com and mention the Southwest Settlement.

You are receiving this text because Southwest's records show that you are eligible to participate in a proposed settlement against Southwest. To learn more about the settlement, or to elect electronic payment, please visit [**website**]. For questions about the settlement, contact the Settlement Administrator at [**administrator email and phone number**] or Outten & Golden LLP at [insert number] or SouthwestSettlement@outtengolden.com and mention the Southwest Settlement.

Exhibit D: Claim Form

SOUTHWEST SHORT-TERM MILITARY LEAVE LITIGATION

CLASS ACTION SETTLEMENT CLAIM FORM

Huntsman v. Southwest Airlines Co., Case No. 19-cv-00083-JSC (N.D. Cal.)

If you received this Claim Form along with the Class Notice, it is because you have been identified as an employee of Southwest Airlines between October 10, 2004 and December 31, 2012 who also served in the military. Southwest no longer has military leave data for certain employees from October 10, 2004, and December 31, 2012. If you took short-term military leave (of 14 days or fewer) during that period, you must complete the following Declaration and send it to the Settlement Administrator to receive a share of the Settlement.

Declaration

I was employed by Southwest Airlines at some point between October 10, 2004 and December 31, 2012. I took short-term military leave (of 14 days or fewer) from my employment with Southwest Airlines during the following time periods (check all that apply):

- October 10, 2004 – December 31, 2004
- January 1, 2005 – December 31, 2005
- January 1, 2006 – December 31, 2006
- January 1, 2007 – December 31, 2007
- January 1, 2008 – December 31, 2008
- January 1, 2009 – December 31, 2009
- January 1, 2010 – December 31, 2010
- January 1, 2011 – December 31, 2011
- January 1, 2012 – December 31, 2012

By checking one or more of the above boxes, I hereby submit a claim for compensation under the Settlement for my short-term military leave between October 10, 2004 and December 31, 2012.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____.

(date)

Name (printed):

Address:

(signature)

Phone Number:

Email Address:
