

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

ANGELA DUSKO, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

DELTA AIR LINES, INC.

Defendant.

CIVIL ACTION: 1:20-CV-01664-ELR

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement and Releases (“Settlement” or “Agreement”),¹ dated as of May 11, 2023, is entered into by Plaintiff Angela Dusko (“Plaintiff”), individually and on behalf of the Settlement Class, and Defendant Delta Air Lines, Inc. (“Delta”) (collectively, the “Parties”). The Parties hereby agree to the following terms in full settlement of the Action, subject to Final Approval, as defined below, by the United States District Court for the Northern District of Georgia.

I. Recitals

1. On April 22, 2020, Plaintiff filed this putative class action alleging that Delta breached its contracts with thousands of passengers by offering credits for future travel on the airline instead of providing refunds for flights Delta failed to operate on schedule in the wake of the COVID-19 pandemic.

2. On July 9, 2020, the Court consolidated the Action with two related putative class actions. *See* Dkt. No. 20. The Court then appointed lead counsel and ordered Plaintiffs to file a

¹ All capitalized terms herein have the meanings ascribed to them in Section II or various places in the Agreement.

consolidated amended complaint.

3. On December 3, 2020, Kevin Polk filed a Notice of Voluntary Dismissal of his action.

4. On December 17, 2020, Plaintiff filed a Consolidated Amended Complaint, asserting three claims against Delta for breach of contract, breach of the implied covenant of good faith and fair dealing, and declaratory and injunctive relief. Elliott Daniels was not a named plaintiff in the Consolidated Amended Complaint, leaving Plaintiff as the sole named plaintiff in this Action.

5. On June 23, 2021, Delta filed its Motion to Dismiss Plaintiff's Consolidated Amended Complaint.

6. On July 23, 2021, Plaintiff filed a Second Amended Consolidated Class Action Complaint ("Second Amended Complaint"), asserting claims for breach of contract and breach of the implied covenant of good faith and fair dealing.

7. On August 23, 2021, Delta filed its Motion to Dismiss Plaintiff's Second Amended Complaint ("Motion to Dismiss"), to which Plaintiff filed her opposition on September 22, 2021, and for which Delta filed its reply on October 12, 2021. After the Motion to Dismiss was fully briefed, Plaintiff filed a Notice of Supplemental Authority to which Delta responded.

8. On March 2, 2022, the Court entered an Order granting in part and denying in part Delta's Motion to Dismiss. Specifically, the Court denied the Motion to Dismiss as to Plaintiff's claim for breach of contract based on the allegation that when Plaintiff requested a refund for her flight, a Delta customer service representative told her that Plaintiff was only eligible for a travel credit. The Court granted the Motion to Dismiss as to Plaintiff's other theories of breach of contract and her claim for breach of the implied covenant of good faith and fair dealing. The Settlement Class is defined to account for the Court's order on the Motion to Dismiss.

9. On March 30, 2022, Delta filed its Answer to Plaintiff's Second Amended Complaint.

10. On April 15, 2022, the Parties filed their Joint Preliminary Planning Report and Discovery Plan.

11. On April 15, 2022, Plaintiff and Delta exchanged their Initial Disclosures.

12. On May 9, 2022, Plaintiff served Delta with her First Set of Interrogatories and First Request for Production of Documents, to which Delta served its written responses on June 15, 2022.

13. On August 10, 2022, the Parties filed their Joint Motion to Stay Proceedings Pending Mediation & Extension of Current Deadlines. The Court granted that motion on August 17, 2022, staying the Action's deadlines until September 26, 2022, and extending deadlines. That order also required the Parties to provide a status report following mediation.

14. On September 21, 2022, the Parties filed their Joint Motion to Request Reset of Status Report Deadline, on account of the Parties' agreement to postpone the mediation to October 17, 2022, to provide additional time for Delta to collect information to facilitate a productive mediation. The Court granted that motion on September 27, 2022, and ordered a status report to be filed following the mediation.

15. On October 17, 2022, the Parties mediated the Action with experienced class action litigation mediator Hunter R. Hughes III, Esq. Prior to mediation, the Parties exchanged informal discovery in order to prepare for mediation, with Delta providing information pertaining to the estimated size of the putative class and related financial information. Although a resolution was not reached, the Parties agreed to conduct another mediation with Mr. Hughes on November 14, 2022, with Delta to provide additional mediation discovery to Plaintiff to aid the negotiations.

16. On October 19, 2022, the Parties filed a Status Report and requested that all

deadlines be stayed until November 21, 2022, to accommodate the second mediation.

17. Following the November 14, 2022 mediation session, during which the Parties made some progress towards agreement on proposed settlement terms, on November 21, 2022, the Parties filed a Joint Status Report and Motion for Entry of Order informing the Court of their agreement to attend a third mediation session with Mr. Hughes on January 9, 2023. On December 1, 2022, the Court entered an Order staying the Action and directing that a status report be filed following the third mediation session.

18. To prepare for the third mediation session, the Parties exchanged additional mediation discovery. On January 9, 2023, the Parties attended a third mediation session with Mr. Hughes. Though the Parties did not agree to all the material settlement terms that day, they continued to work together to draft a confidential term sheet and to confer with the mediator to finalize agreed settlement terms. Those efforts resulted in the Parties executing a confidential term sheet memorializing the material settlement terms effective January 13, 2023.

19. On January 17, 2023, the Parties filed their Joint Status Report and Motion for Entry of Order Staying Case Deadlines, noting that the Parties had executed a confidential term sheet and would negotiate a settlement agreement, following which Plaintiff would move for Preliminary Approval of the Settlement.

20. Class Counsel have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Second Amended Complaint, and have engaged in, and continue to engage in, investigation and discovery of the claims asserted therein, including confirmatory discovery.

21. Plaintiff and Class Counsel have examined the benefits to be obtained under the terms of this Agreement, have considered the substantial risks associated with the continued prosecution of the Action and the likelihood of success on the merits and believe that it is in the

best interests of the Settlement Class as a whole that the claims asserted in the Action be resolved on the terms and conditions set forth in this Agreement. Class Counsel reached that conclusion after considering the Court's order on the Motion to Dismiss, the factual and legal issues presented in the Action, the substantial benefits that Settlement Class Members will receive as a result of the Settlement, the substantial risks and uncertainties of continued litigation, the expense that would be necessary to prosecute the Action through trial and any appeals that might be taken, and the likelihood of success at trial.

22. Delta has denied, and continues to deny, each and every allegation of liability, wrongdoing, and damage. Delta further denies that the Action, including any separate action, may properly be maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding any liability or damages whatsoever, without admitting any wrongdoing, and without conceding the appropriateness of class treatment for claims asserted in any current or future complaint (except for settlement purposes in the Action), Delta has agreed to settle the Action on the terms and conditions set forth in this Agreement to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation.

23. The Parties agree and understand that neither this Agreement nor the Settlement it represents shall be construed as an admission by Delta of any wrongdoing whatsoever, including, without limitation, any admission of any violation of any statute or law or any admission of liability based on any of the claims or allegations asserted in the Action.

24. The Parties agree and understand that neither this Agreement nor the Settlement it represents shall be construed or admissible as an admission by Delta in the Action or any other proceedings that the Plaintiff's claims or any other similar claims are or would be suitable for class treatment if the Action proceeded through both litigation and trial.

25. The Parties desire to compromise and settle all issues and claims that have been

brought or could have been brought arising out of or related to the claims asserted in the Action.

26. The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to the Released Claims. The Parties intend this Agreement to bind Plaintiff, Delta, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

27. “Action” means *Dusko v. Delta Air Lines, Inc.*, No. 1:20-cv-01664-ELR (N.D. Ga.).

28. “CAFA Notices” means the notice of this Settlement to be served or caused to be served by Delta upon State and Federal regulatory authorities as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

29. “Cash Settlement Payment” means the cash distribution that will be made to each Settlement Class Member who validly and timely submits a Claim Form that is approved by the Settlement Administrator and elects the Ticket Cash and Interest Cash option for an Unused Credit or Partial Unused Credit.

30. “Claim Form” means the Court-approved claim form, which may be electronic or physical paper, that a Settlement Class member must complete, sign, and submit to the Settlement Administrator by the Claims Deadline to be considered for payment under the Settlement.

31. “Claim Form Submission Process” means the process by which Settlement Class members will submit the Claim Form either by mail or electronically via the Settlement Website,

which will then be reviewed for timeliness and completeness by the Settlement Administrator.

32. “Claims Deadline” means the date by which Claim Forms must be submitted online (if electronic) or postmarked (if by mail) for purposes of being considered timely, which is 60 days after the Notice Deadline.

33. “Claims Period” means the time for Settlement Class members to submit claims. The Claims Period shall run for 60 days after the Notice Deadline.

34. “Class Counsel” means:

KOPELOWITZ OSTROW P.A.
Jeff Ostrow
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301

PEARSON WARSHAW, LLP
Melissa S. Weiner
328 Barry Avenue S., Suite 200
Wayzata, MN 55391

TYCKO & ZAVAREEI, LLP
Annick M. Persinger, Esq.
1970 Broadway, Suite 1070
Oakland, CA 94612

BARNES LAW GROUP, LLC
Roy E. Barnes, Esq.
31 Atlanta Street
Marietta, GA 30060

35. “Class List” means a list of Settlement Class members who had an Unused Credit or Partial Unused Credit as of January 13, 2023. Delta shall prepare and provide the Class List to the Settlement Administrator for Notice using information in Delta’s Customer Care or Refund Databases. The Class List shall include the ticketholder’s name, postal address (if available), email address (if available), phone number (if available), ticket number, original ticket value, Unused Credit amount or Partial Unused Credit amount as of January 13, 2023, and 7% interest amount associated with the original ticket value. If Delta has a record of another postal address or email address associated with the ticketholder’s name, Delta shall include that information in the Class List.

36. “Class Period” means the period from March 1, 2020 through April 30, 2021.

37. “Class Representative” means Plaintiff, Angela Dusko. The Parties agree that, at the time she filed her Complaint against Delta, Plaintiff satisfied each of the criteria in the

Settlement Class definition, and that the date of the Complaint determines her membership in the Settlement Class.

38. “Court” means the United States District Court for the Northern District of Georgia.

39. “Credit Settlement Payment” means the credit amount owed to each Settlement Class Member who validly and timely submits a Claim Form that is approved by the Settlement Administrator and elects the Ticket Credit and Interest Credit option for an Unused Credit or Partial Unused Credit.

40. “Customer Care or Refund Databases” means the databases maintained by Delta in the ordinary course of its business containing the data reasonably necessary for Delta to confirm the ticketholders who requested a refund for a non-refundable ticket, did not receive the refund, and have an Unused Credit or Partial Unused Credit, making those ticketholders eligible for inclusion in the Settlement Class.

41. “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday in the State of Georgia.

42. “Delta” means Defendant Delta Air Lines, Inc.

43. Delta’s Counsel means:

KING & SPALDING LLP
David L. Balsler
Charles Spalding, Jr.
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309

KING & SPALDING LLP
Julia C. Barrett
500 W. Second Street
Suite 1800
Austin, Texas 78701

44. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and judgment; (ii) entry of the Final Approval Order and judgment if no parties have standing to appeal; or (iii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

45. “Email Notice” means a short form of notice that shall be sent by the Settlement Administrator by email pursuant to the terms of the Notice Program in the form attached as *Exhibit 1*. Each Email Notice shall include a click through process to submit a Claim Form electronically, which is pre-populated with information necessary to make the claim.

46. “Final Approval” means the date of the Court’s entry of the Final Approval Order granting final approval to the Settlement and determines the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Award to the Class Representative.

47. “Final Approval Hearing” is the hearing held before the Court wherein the Court will consider granting Final Approval to the Settlement and further determine the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Award to the Class Representative.

48. “Final Approval Order” means the final order and judgment that the Court enters granting Final Approval to the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and substantially in the form attached as an exhibit to the motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Award to the Class Representative.

49. “Interest Benefits” means the Interest Cash and Interest Credit options available to Settlement Class Members.

50. “Interest Cash” means a cash payment in an amount equal to 7% of the original ticket amount which will be made to certain Settlement Class Members who selected the Ticket Cash and Interest Cash option.

51. “Interest Credit” means a credit in an amount equal to 7% of the original ticket amount, valid for one year from issuance, which will be given to certain Settlement Class Members who selected the Ticket Credit and Interest Credit option.

52. “Long Form Notice” means the form of notice that shall be posted on the Settlement Website and shall be available to members of the Settlement Class by mail on request made to the Settlement Administrator in the form attached as *Exhibit 3*.

53. “Notice” or “Notices” means each of the notices (Email Notice, Postcard Notice, and Long Form Notice) that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement.

54. “Notice Deadline” is the date on which the initial Notice to the members of the Settlement Class is to be accomplished, which shall be 45 days after the entry of the Preliminary Approval Order.

55. “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Postcard Notice, Email Notice, Long Form Notice, and the Settlement Website (all defined herein), which shall be substantially in the forms as the exhibits attached to this Agreement.

56. “Opt-Out and Objection Deadline” means the date by which a request to opt-out of the Settlement must be sent to the Settlement Administrator to be excluded from the Settlement Class, and the date by which Settlement Class Members must file objections with the Court, if any,

to the Settlement. The Opt-Out and Objection Date shall be 35 days before the date originally set for the Final Approval Hearing.

57. “Partial Unused Credit” means the remaining portion of credit issued by Delta to Settlement Class members for a non-refundable ticket purchased with dollars on a flight scheduled to depart between March 1, 2020 through April 30, 2021 (a) that Delta cancelled; (b) who requested a refund for the ticket as reflected in Delta’s Customer Care or Refund Databases; and (c) was not refunded as of January 13, 2023.

58. “Party” means Plaintiff and Delta individually, and “Parties” means Plaintiff and Delta collectively.

59. “Plaintiff” means Angela Dusko.

60. “Postcard Notice” shall mean the short form of notice that shall be sent by the Settlement Administrator by U.S. mail pursuant to the terms of the Notice Program, substantially in the form attached as *Exhibit 2*. The Postcard Notice will have a pre-filled, postage prepaid tear off postcard to send back the Claim Form as an option for submitting a claim.

61. “Preliminary Approval” means the date of the Court’s entry of the Preliminary Approval Order that grants preliminary approval to the Settlement, conditionally certifies the Settlement Class, approves the Notice Program, Notices, and Claim Form, approves the procedures to opt-out from or object to the Settlement, and sets the Final Approval Hearing.

62. “Preliminary Approval Order” means the order granting Preliminary Approval of this Settlement, substantially in the form of the exhibit attached to the motion for Preliminary Approval.

63. “Released Claims” means any claims, liabilities, rights, demands, suits, obligations, damages, including but not limited to consequential damages, losses or costs, punitive damages, attorneys’ fees and costs, action or causes of action, penalties, remedies, of every kind or

description—whether known or Unknown Claims (as defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, administrative, statutory, or equitable—that relate to or arise from Delta’s cancellation of flights scheduled to depart between March 1, 2020 and April 30, 2021 and subsequent failure to issue refunds requested by the ticketholders holding non-refundable tickets on those flights.

64. “Releases” means all of the releases contained in Section XI of this Agreement.

65. “Service Award” means any Court-ordered payment to Plaintiff for serving as Class Representative, which is in addition to any Settlement Benefit due Plaintiff as a Settlement Class Member. The Parties recognize that Service Awards are currently prohibited by Eleventh Circuit law. Plaintiff intends to seek a Service Award pursuant to Georgia substantive law, absent a change in Eleventh Circuit law. This Settlement Agreement does not obligate Delta to pay any Service Award. Delta reserves its rights with respect to Plaintiff’s proposed application for a Service Award and will pay a Service Award only if ordered to do so by the Court.

66. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator to be paid by Delta for the Notice Program and administration of the Settlement.

67. “Settlement Administrator” means Epiq Class Action & Claims Solutions, Inc. Class Counsel and Delta may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Delta may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.

68. “Settlement Benefit” means the Ticket Cash, Ticket Credit, Interest Cash, and/or Interest Credit that a Settlement Class Member will receive under the Settlement.

69. “Settlement Class” means all ticketholders who are citizens of the United States

who received a credit for a non-refundable ticket purchased with dollars on a flight scheduled to depart between March 1, 2020 through April 30, 2021 (a) that Delta cancelled; (b) who requested a refund for the ticket as reflected in Delta's Customer Care or Refund Databases; (c) did not receive a refund; and (d) who had an Unused Credit or Partial Unused Credit as of January 13, 2023. Specifically excluded from the Settlement Class are the following: Delta and its respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members; Class Counsel; the judges who have presided over the Action and their immediate family members; local, municipal, state, and federal governmental agencies; and all persons who have timely opted-out from the Settlement Class in accordance with the Court's orders.

70. "Settlement Class Member" means any member of the Settlement Class who has not opted-out of the Settlement and is entitled to receive a Settlement Benefit.

71. "Settlement Website" means the website dedicated to the Settlement to be created and maintained by the Settlement Administrator in accordance with the Notice Program

72. "Ticket Benefits" means the Ticket Cash and Ticket Credit options available to Settlement Class Members.

73. "Ticket Cash" means a cash refund of the Unused Credit or Partial Unused Credit.

74. "Ticket Credit" means a credit in the amount of the Unused Credit or Partial Unused Credit.

75. "Unknown Claims" means any and all Released Claims that any member of the Settlement Class does not know or suspect to exist in his or her favor related to the claims brought in the Action as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement.

76. "Unused Credit" means the full amount of credit issued by Delta to Settlement

Class members for a non-refundable ticket purchased with dollars on a flight scheduled to depart between March 1, 2020 through April 30, 2021 (a) that Delta cancelled; (b) who requested a refund for the ticket as reflected in Delta's Customer Care or Refund databases; and (c) was not refunded as of January 13, 2023.

III. Certification of the Settlement Class

77. For Settlement purposes only, Plaintiff and Delta agree to ask the Court to certify the Settlement Class and to appoint the Class Representative and Class Counsel under Federal Rule of Civil Procedure 23.

IV. Settlement Benefits

78. Subject to Court approval, Delta has agreed to the following consideration:

a. pay Cash Settlement Payments, as specified below, to certain Settlement Class Members;

b. provide Credit Settlement Payments, as specified below, to certain Settlement Class Members;

c. pay all Settlement Administration Costs, separate and apart from the Cash Settlement Payments and Credit Settlement Payments made directly to Settlement Class Members;

d. pay the Class Representative any Court-approved Service Award of up to \$3,000.00, which will be separate and apart from the Cash Settlement Payments and Credit Settlement Payments made directly to Settlement Class Members. Delta reserves its right to oppose any request for a service award and agrees to pay such award only to the extent ordered by the Court; and

e. pay Class Counsel \$2,285,000.00 for attorneys' fees and up to \$80,000.00 for litigation costs, subject to Court approval, which will be separate and apart from the

Cash Settlement Payments and Credit Settlement Payments made directly to Settlement Class Members.

V. Settlement Approval

79. After execution of this Agreement, Class Counsel shall promptly move the Court to enter the Preliminary Approval Order, which:

a. preliminarily approves this Settlement, conditionally certifying the Settlement Class, finding that the proposed Settlement is likely to be approved as sufficiently fair, reasonable, and adequate to warrant Notice to the Settlement Class;

b. directs that Notice be provided in a reasonable manner, as set forth herein, to all members of the Settlement Class who would be bound by the Settlement;

c. schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and Agreement and whether the Court should finally approve it;

d. appoints the Settlement Administrator;

e. approves the Notices, the content of which is without material alteration from *Exhibits 1-3* hereto, and directs the Settlement Administrator to publish the Notices in accordance with the Notice Program;

f. approves the Claim Form, the content of which is without material alteration from *Exhibit 4* hereto, and sets a Claims Deadline;

g. approves the creation of the Settlement Website;

h. finds that the Notice Program to be implemented pursuant to this Agreement: (i) is the best practicable notice, (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to opt-out of or object to the proposed Settlement, (iii) is reasonable and constitutes due, adequate, and

sufficient notice to all persons entitled to receive notice, and (iv) meets all requirements of applicable law;

i. requires each member of Settlement Class who wishes to opt-out from the Settlement Class to submit an appropriate, timely request for exclusion, postmarked no later than 35 days before the date originally set for the Final Approval Hearing to the Settlement Administrator at the address on the Notice;

j. requires each Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of the Settlement or to the attorneys' fees and costs or Service Award to file or mail to the Clerk of the Court and mail to the Settlement Administrator no later than 35 days before the date originally set for the Final Approval Hearing, or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member meeting the requirements set forth in the Preliminary Approval Order.

k. provides that any response to an objection shall be filed with the Court no later than 14 days before the Final Approval Hearing.

l. specifies that any Settlement Class Member who does not file a timely written objection to the Settlement or who fails to otherwise comply with the objection requirements set forth in the Preliminary Approval Order shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

m. requires that any attorney hired by a Settlement Class Member will be at the Settlement Class Member's expense for the purpose of objecting to this Agreement, the proposed Settlement, or the Attorneys' Fees and Costs or Service Award;

n. requires that any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the attorneys' fees and costs and/or Service Award who intends to appear at the Final Approval Hearing to provide to the

Settlement Administrator (who shall forward it to Class Counsel and Delta's Counsel) and to file with the Clerk of the Court a notice of intention to appear (that may be included in the objection) no later than the Opt-Out and Objection Date or as the Court may otherwise direct;

o. requires any Settlement Class Member not represented by an attorney who files and serves a written objection and who intends to appear at the Final Approval Hearing to provide a notice of intention to appear (that may be included in the objection) to the Settlement Administrator (who shall forward it to Class Counsel and Delta's Counsel) and to file with the Clerk of the Court a notice of intention to appear (that may be included in the objection) no later than the Opt-Out and Objection Date or as the Court otherwise may direct;

p. directs the Settlement Administrator to establish a post office box in the name of the Settlement Administrator to be used for receiving opt-out requests, objections, notices of intention to appear, and any other communications, and providing that only the Settlement Administrator, Class Counsel, Delta's Counsel, Delta, the Court, the Clerk of the Court and their designated agents shall have access to this post office box, except as otherwise provided in this Agreement;

q. directs the Settlement Administrator to promptly furnish Class Counsel and Delta's Counsel with copies of any and all written requests for exclusion, notices of intention to appear or other communications that come into its possession, except as expressly provided in this Agreement;

r. directs that Class Counsel shall file their applications for the attorneys' fees and costs and Service Award for the Class Representative no later than 70 days before the date originally set for the Final Approval Hearing and in no event after the Objection

Deadline;

s. orders the Settlement Administrator to provide the list of those who have opted-out to Class Counsel and Delta's Counsel no later than 10 days before the date originally set for the Final Approval Hearing, and then Class Counsel to file with the Court the list of opt-outs with a declaration from the Settlement Administrator attesting to the completeness and accuracy thereof no later than three days before the Final Approval Hearing;

t. preliminarily enjoins all members of the Settlement Class unless and until they have timely opted-out from the Settlement Class from: (1) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims arising on or before the Preliminary Approval Date; and (2) attempting to effect opt-outs of a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims. This Agreement is not intended to prevent members of the Settlement Class from participating in any action or investigation initiated by a state or federal agency.

u. orders that any Settlement Class Member who does not timely opt-out from the Settlement Class will be bound by all proceedings, orders and judgments in the Action, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Releases; and

v. contains any additional provisions agreeable to the Parties that might be

necessary or advisable to implement the terms of this Agreement and the proposed Settlement.

VI. Confirmatory Discovery

80. Class Counsel and Delta already have engaged in significant informal discovery related to liability and damages. Delta will also provide a declaration of a corporate representative describing the manner in which members of the Settlement Class and their Unused Credits or Partial Unused Credits were identified using Delta's ticketing data and Customer Care and Refund Databases.

VII. Settlement Administrator

81. The Parties have agreed to have Epiq Class Action & Claims Solutions, Inc. serve as the Settlement Administrator, and will request that the Court appoint the Settlement Administrator. The Settlement Administrator was selected following a competitive bidding process that involved solicitation of two notice and claims administration proposals. The Settlement Administrator has provided Class Counsel and Delta's Counsel with a class notice program (the "Notice Program"). A copy of the Notice Program is attached hereto as *Exhibit 5*.

82. The Settlement Administrator shall, under the joint supervision of Class Counsel and Delta, administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and distributing the Cash Settlement Payments as provided herein.

83. The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraph and elsewhere in this Agreement, are as follows:

- a. use the name and address information for members of the Settlement Class provided by Delta in the Class List in connection with the Notice Program approved by the

Court, for the purpose of mailing the Postcard Notice and sending the Email Notice, and reminder Notices. The Settlement Administrator may request the assistance of Class Counsel and Delta, which reasonable cooperation will be given, to identify members of the Settlement Class; to facilitate providing direct notice to the Settlement Class; and to accomplish such other purposes as may be approved by Delta and Class Counsel.

b. retain a record of the implementation of the Notice Program procedures and provide periodic updates to the Parties during the Notice period and Claims Period;

c. send the required CAFA notices on Delta's behalf and confirm compliance with CAFA;

d. process Claim Forms and oversee the Claim Form Submission Process as described more fully below;

e. establish and maintain a post office box to receive opt-out requests or objections from the Settlement Class;

f. respond to any mailed or emailed Settlement Class member inquiries;

g. process all opt-out requests from the Settlement Class and determine their timeliness;

h. provide weekly reports to Class Counsel and Delta that summarize the number of opt-out requests received that week, the total number of opt-out requests received to date, the number of objections received that week, the total number of objections received to date, the number of Claim Forms submitted that week, the number of Claim Forms submitted to date, the number of Claim Forms approved and denied, the number of Claim Form deficiency notices sent out, and other pertinent information;

i. in advance of the Final Approval Hearing, prepare a declaration or affidavit to submit to the Court confirming that the Notice Program was completed, describing how

the Notice Program was completed, providing the names of each member in the Settlement Class who timely and properly opted-out from the Settlement Class and each Settlement Class Member who served an objection, detailing the number of Claim Forms that were timely and validly submitted and the number that were denied, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. distribute Cash Settlement Payments by check or electronic payment to certain Settlement Class Members;

k. provide to Delta a detailed list of Settlement Class Members who submitted timely and valid Claim Forms that have been approved, along with the type(s) and amount(s) of the Settlement Benefit due each Settlement Class Member, if any, and instruct Delta to send the Settlement Administrator the funds necessary to pay certain Settlement Class Members their Cash Settlement Payments.

l. invoice Delta for payment of Settlement Administration Costs, as provided in the Agreement; and

m. any other Settlement-administration-related function at the instruction of Class Counsel and Delta, including, but not limited to, verifying that the Cash Settlement Payments have been distributed, cashed, or remain uncashed.

84. All costs for the Notice Program shall be paid by Delta as part of Delta's agreement to pay all Settlement Administration Costs.

VIII. Notice to Settlement Class

85. Delta will make available to Class Counsel and the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order for the Notice Program. To the extent necessary, Delta will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

86. As soon as practicable after entry of the Preliminary Approval Order, at the direction of Class Counsel and Delta's Counsel, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice approved by the Court. The Notice shall include, among other information: a description of the material terms of the Settlement; the Opt-Out and Objection Deadline; the means by which Settlement Class Members may submit Claim Forms and the Claims Deadline; the date on which the Final Approval Hearing is scheduled to occur; and the Settlement Website address at which Settlement Class members may access this Agreement, the electronic Claim Form, and other related documents and information. The Settlement Administrator shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon the dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the Delta logo or trademarks or the return address of Delta, or otherwise be styled to appear to originate from Delta. The Notices shall include the opt-out and objection procedures as detailed in this Section.

87. The initial Email Notice or Postcard Notice shall be sent to each member of the Settlement Class no later than 45 days after entry of the Preliminary Approval Order. This is the Notice Deadline.

88. Each member of the Settlement Class shall receive direct Notice as follows:

a. For members of the Settlement Class for which Delta has both an email address and postal address, the Settlement Administrator shall send a Postcard Notice via U.S. Mail and up to two reminder Email Notices to those of these members who have *not* submitted a Claim Form as of the date reminder Email Notices are scheduled to be sent, as specified herein. If the same postal address is provided in the Class List for more than one member of the Settlement Class, separate Postcard Notices identifying the ticketholder

name shall be sent so that each such member of the Settlement Class receives separate Notice. If the Postcard Notice is returned undeliverable, and the Settlement Administrator is unable to obtain an alternative postal address to send the initial Postcard Notice, then initial and reminder Email Notices shall be sent in the manner described in subpart b. of this paragraph.

b. For members of the Settlement Class for which Delta has only an email address, the Settlement Administrator shall send an Email Notice and up to two reminder Email Notices to those of these members who have *not* submitted a Claim Form as of the date reminder Email Notices are scheduled to be sent. If the same email address is provided in the Class List for more than one member of the Settlement Class, separate Email Notices identifying the ticketholder name shall be sent so that each such member of the Settlement Class receives separate Notice. Where required, the first reminder Email Notice shall be sent 21 days after the initial notice, and the second reminder notice shall be sent 21 days after the first reminder notice.

c. For members of the Settlement Class for which Delta has only a postal address, the Settlement Administrator shall send a Postcard Notice via U.S. Mail and one reminder Postcard Notice to those of these members who have *not* submitted a Claim Form as of the date reminder Postcard Notices are scheduled to be sent. Where required, the reminder Postcard Notice shall be sent 21 days after the initial Postcard Notice.

89. The Email Notices and Postcard Notices, including any required first and second reminder Notices, shall be completed 87 days after the Preliminary Approval Order.

90. The Long Form Notice shall be available on the Settlement Website or at the request of a Settlement Class member.

91. To account for the possibility that Delta does not have an email address, postal

address, or both, for some members of the Settlement Class, the Parties agree to work with the Settlement Administrator to obtain contact information.

92. The Notice Program requires that the Settlement Administrator ensure that Claim Forms are de-duplicated in advance of sending any reminder Email Notices or Postcard Notices, and to ensure that more than one claim is not approved for a single ticket.

93. Notices shall advise Settlement Class members that they must update their mailing and email addresses with the Settlement Administrator in the event that they change addresses between the date they submit a Claim Form and 60 days following the Effective Date.

94. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose.

95. The Email Notice, Postcard Notice, and Long Form Notice shall be in forms approved by the Court, and substantially similar to the notice forms attached hereto as *Exhibits 1-3*. The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval. A Spanish language translation of the Long Form Notice shall be available on the Settlement Website and be provided to members of the Settlement Class who request it from the Settlement Administrator.

96. The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail or email. In addition to weekly updates to the Parties regarding the progress of the Notice Program and the declaration or affidavit by the Settlement Administrator in advance of the Final Approval Hearing and in support of the motion for Final Approval, a summary report of the Notice Program shall be provided to the Parties three days prior to the Final Approval Hearing. Upon request of the Parties,

the Settlement Administrator shall provide a supplemental declaration or affidavit before the Final Approval Hearing to update any Notice Program statistics after the motion for Final Approval is filed. The database maintained by the Settlement Administrator regarding the Notices shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be kept confidential, not be shared with any third party and used only for purposes of implementing the terms of this Agreement, and shall not be used for any other purposes.

97. The Settlement Administrator shall ensure that the information that it receives from Delta, Class Counsel, and/or Settlement Class members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with applicable law. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Delta, Class Counsel, and/or the Settlement Class members without prior written consent of the Parties or by order of the Court.

98. Settlement Website. No later than 44 days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish and make live the Settlement Website, which shall be an Internet website concerning the settlement utilizing an easily recognized domain name. The URL of the Settlement Website shall be airlineticketsettlement.com, or such other URL as Class Counsel and Delta agree upon in writing. The Settlement Website shall be maintained by the Settlement Administrator until 300 days after the Effective Date. The domain name of the Settlement Website shall be included in all Notices. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for opting out of or objecting to the Settlement or for submitting a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free phone number applicable to the Settlement; (iii) copies of the Settlement Agreement, the Notices, the Claim Form, Court orders regarding this

Settlement, and other relevant Court documents which the Parties agree or the Court orders be posted, including the motion or Final Approval and Class Counsel's application for attorneys' fees and costs and a Service Award; and (iv) information concerning the procedure to submit Claim Forms, including the ability to submit Claim Forms electronically.

99. **Toll-Free Telephone Number.** No later than 44 days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish a toll-free telephone number and facility that will provide members of the Settlement Class with information and direct them to the Settlement Website. Prior to initial Notice being sent to members of the Settlement Class, Delta shall train its customer service representatives to direct Settlement-related questions to the Settlement Website address and the toll-free phone number that the Settlement Administrator will establish. Delta will maintain this procedure through the distribution of Settlement Benefits following the Effective Date of the Settlement. The toll-free telephone number shall be included on the Settlement Website and in the Notices. The telephone facility shall be capable of providing answers to frequently asked questions including general information concerning the deadline to submit a Claim Form, opting out of or objecting to the Settlement, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing. The toll-free number shall be maintained by the Settlement Administrator during the time period that the Settlement Website is active.

100. **Opt-Outs.** A member of the Settlement Class who wishes to opt-out of the Settlement must do so on or before the Opt-Out and Objection Deadline. To opt-out, a Settlement Class member must inform the Settlement Administrator in writing that he or she wishes to be excluded from the Settlement Class, sending that request by U.S. Mail, post-marked no later than the Opt-Out and Objection Deadline, or by private courier (*e.g.*, Federal Express), shipped no later than the Opt-Out and Objection Deadline. The opt-out request must be personally signed by the

member of the Settlement Class and contain the name, postal address, telephone number, a brief statement identifying membership in the Settlement Class, and a statement that indicates a desire to be excluded from the Settlement Class. A member of the Settlement Class may opt out on an individual and personal basis only; so-called “mass” or “class” opt-outs shall not be allowed.

a. Except for those members of the Settlement Class who timely and properly submit an opt-out request, all other members of the Settlement Class will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim Form or receive any Settlement Benefit.

b. Any member of the Settlement Class who properly opts-out of the Settlement Class shall not: (i) be bound by any orders or judgments entered in the Action or relating to the Settlement; (ii) be entitled to relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as a request for exclusion.

101. **Objections.** Objections to the Settlement or to the application for attorneys’ fees, costs, and/or the Service Award must be filed or mailed to the Clerk of the Court and mailed to the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Opt-Out and Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date on or before the Opt-Out and Objection Deadline indicated on the envelope if mailed first class, postage prepaid and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

- a. For an objection to be considered by the Court, the objection must also set forth:
 - i. the Settlement Class Member's printed name, address, email address (if any), and telephone number;
 - ii. whether the Settlement Class Member is represented by counsel and, if so, contact information for his or her counsel;
 - iii. evidence showing that the objector is a Settlement Class Member;
 - iv. whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection;
 - v. any other supporting papers, materials, or brief that the Settlement Class Member wishes the Court to consider when reviewing the objection;
 - vi. the actual written or electronic signature of the Settlement Class Member making the objection (the counsel's signature is not sufficient); and
 - vii. if that Settlement Class Member and/or his or her counsel intends to appear at the Final Approval Hearing, a statement notifying the Parties and the Court of that intention to appear (this may be filed separately).
 - b. Any Settlement Class Member who fails to file and timely serve a written objection as detailed in the Notice shall not be permitted to object to the approval of the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.
 - c. Any Settlement Class Member who fails to file and timely serve a notice of intention to appear (which may be included in the written objection) as detailed in the Notice shall not be permitted to appear at the Final Approval Hearing.
102. The Settlement Administrator shall provide Class Counsel and Delta's Counsel

with copies of all opt-out requests and objections to counsel for the Parties on a weekly basis by email.

IX. Claim Form Submission Process and Calculation and Payment of Settlement Benefits

103. Settlement Class Members will receive Settlement Benefits on a claims-made basis. Delta shall determine, based on its records, including in Delta's Customer Care or Refund Databases, the identities of members of the Settlement Class who had an Unused Credit or Partial Unused Credit as of January 13, 2023, to create a Class List for Notice. The Parties agree that a ticketholder who receives Notice of the Settlement based on the records provided by Delta for the Class List shall be irrebuttably deemed a member of the Settlement Class and eligible to submit a Claim Form requesting Settlement Benefits.

104. To receive a Settlement Benefit, Settlement Class Members must submit Claim Forms by the Claims Deadline. In their Claim Forms, Settlement Class Members must attest that they are U.S. residents, and that the covered flight(s) identified in the Claim Form was cancelled by Delta, that a cash refund was requested, and that the refund was not received. The Claim Form shall be in the form attached as *Exhibits 4*.

105. Settlement Class Members who submit a valid Claim Form will have options for each eligible ticket for which Delta issued a credit and for 7% interest as follows:

a. **Ticket Benefits.** For the remaining credit amount as of the Claims Deadline for each eligible ticket, Settlement Class Members who submit Claim Forms shall select either a Ticket Cash option or a Ticket Credit option as follows:

i. **Ticket Cash Option.**

1. Settlement Class Members with an Unused Credit shall receive a cash refund of the Unused Credit amount as of the Claims Deadline to be paid at the Settlement Class Member's election after the Effective Date.

2. Settlement Class Members with a Partial Unused Credit shall receive the remaining Partial Unused Credit amount as of the Claims Deadline to be paid at the Settlement Class Member's election after the Effective Date.

3. Settlement Class Members who elect the Ticket Cash option will have their Unused or Partial Unused Credits frozen by Delta within 14 days after the Claims Deadline. Within 45 days following the Claims Deadline, Delta and the Settlement Administrator shall work together to update the Class List to reflect which Unused Credits and Partial Unused Credits are frozen based on which Settlement Class Members elected Ticket Cash. If the Settlement does not become effective, any Unused Credit or Partial Unused Credit for which Ticket Cash was elected will be maintained by the Settlement Class Member for one year from the date of any final order in which the Settlement was rejected. Within 30 days after the Settlement is rejected, Delta shall unfreeze the Unused Credits and Partial Unused Credits. The Settlement Administrator shall provide notice via email to those Settlement Class Members of the new deadline to use the Unused Credit or Partial Unused Credits.

ii. **Ticket Credit Option.**

1. Settlement Class Members with an Unused Credit shall retain the Unused Credit amount that, pursuant to Delta's current policy, must be used by December 31, 2023 for travel no later than December 31, 2024. Any future extension of Delta's current policy for expiration of credits shall also apply to Settlement Class Members.

2. Settlement Class Members with a Partial Unused Credit shall retain the remaining Partial Unused Credit amount that, pursuant to Delta's current policy,

must be used by December 31, 2023 for travel no later than December 31, 2024. Any future extension of Delta's current policy for expiration of credits shall also apply to Settlement Class Members.

3. Unused Credits and Partial Unused Credits will not be frozen pending Preliminary Approval or Final Approval, allowing those Settlement Class Members to continue to use them. If the Settlement does not become effective, any Unused Credit or Partial Unused Credit for which a Ticket Credit was elected will not be extended past December 31, 2023 for travel no later than December 31, 2024 unless in the future Delta's extends its current policy with respect to the expiration of credits.

iii. **Settlement Class Members with No Unused Credit Amount.** Settlement Class Members who no longer have an Unused Credit or Partial Unused Credit as of the Claims Deadline will be eligible to receive either Interest Cash or Interest Credit based on the election made on the Claim Form, but they will no longer be eligible for Ticket Cash or Ticket Credit.

b. **Interest Benefits:** Settlement Class Members who elect the Ticket Cash option shall receive Interest Cash and who elect the Ticket Credit option shall receive Interest Credit as follows:

i. **Interest Cash Option.** For both Unused Credits and Partial Unused Credits, Settlement Class Members shall receive a cash payment in an amount equal to 7% of the original ticket amount to be paid at the Settlement Class Member's election after the Effective Date.

ii. **Interest Credit Option.** For both Unused Credits and Partial Unused Credits, Settlement Class Members shall receive a credit in an amount equal to 7% of

the original ticket amount valid for one year from the date of issuance.

c. **Settlement Class Members With Multiple Credits.** When making a claim, a Settlement Class Member with more than one eligible Unused Credit and/or Partial Unused Credit shall have the right to elect the Ticket Cash option or Ticket Credit option as to each eligible credit, and that election will mean that Interest Cash or Interest Credit is selected, respectively.

d. **Non-Claimants.** Any member of the Settlement Class that does not make a claim by the Claims Deadline shall be entitled to redeem the Unused Credit or Partial Unused Credit pursuant to Delta's then current policy, including the credit expiration date (currently passengers have until December 31, 2023 to book travel through December 31, 2024), but the failure to timely submit a Claim Form means there is no entitlement to Interest Cash or Interest Credit.

106. A blank Claim Form shall also be available for members of the Settlement Class to fill in and submit themselves electronically or by mail. Use of the blank Claim Form must meet all of this Agreement's requirements for the Claim Submission Process.

107. The Settlement Administrator shall make the final determination as to whether a Claim form is timely and complete and should be approved consistent with the terms of this Agreement. Delta will not audit the validity of claims that are timely filed, except to advise the Settlement Administrator of the amount of the Unused Credit or Partial Unused Credit. The Settlement Administrator shall establish a reasonable procedure to determine whether any duplicate Claim Forms are submitted. In the event any Settlement Class Members submit duplicate Claim Forms, provided that at least one of those Claim Forms is timely submitted and completed within the requirements of this Agreement, then the Settlement Administrator shall approve the claim. Issues regarding the validity of Claim Forms that cannot be resolved by the Settlement

Administrator shall be submitted to Delta's Counsel and Class Counsel for resolution and, if no resolution is reached, to the Court.

108. The Settlement Administrator shall review and evaluate each Claim Form for timeliness and completeness. If the Settlement Administrator determines a timely Claim Form is incomplete, the Settlement Administrator will take reasonable and customary steps to notify the member of the Settlement Class one time of the deficiency by written email notification when possible or otherwise by mail to the postal address provided, requesting the additional information necessary to cure the deficiency. Notification of the deficiency shall occur within 30 days after the Claims Deadline or within 30 days of receipt of a timely postmarked response, whichever is later. To cure the deficiency, the Claim Form deficiency response must be submitted via the online claim portal on the Settlement Website or postmarked within 20 days after the date of the emailed or mailed deficiency notice, failing which the claim will be denied. If the member of the Settlement Class acts to cure the deficiency, and the Settlement Administrator thereafter determines that the Claim Form is complete, the Settlement Administrator shall accept the Claim Form. Claim Forms shall be reviewed and evaluated for deficiencies in the order in which they are received, to the extent practicable. Class Counsel and Delta's Counsel shall have the right to review the Claim Forms received by the Settlement Administrator at any time. The Settlement Administrator shall have the right to confer with Class Counsel and Delta's Counsel with respect to any Claim Form.

109. **Fraudulent or Misleading Claims.** If the Settlement Administrator suspects fraud or misleading conduct with respect to any Claim Form, the Settlement Administrator will immediately bring the claim to the attention of Class Counsel and Delta's Counsel, who shall meet and confer with the Settlement Administrator concerning the claim, including whether the claim should be denied. Class Counsel and Delta's Counsel reserve the right to bring the claim to the

attention of the Court.

110. The calculation and implementation of the Settlement Benefits contemplated by this section shall be done by Class Counsel and Delta, with the assistance of the Settlement Administrator, for the purpose of compensating Settlement Class Members whose Claim Forms are approved. The methodology provided for herein will be applied to the data as consistently, sensibly, and conscientiously, as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations.

111. No Settlement Class Member shall have any claim against Delta, Delta's Counsel, Plaintiff, Class Counsel, and/or the Settlement Administrator based on any determinations, distributions, or awards made with respect to any claim. For the avoidance of doubt, in no event shall Plaintiff, Class Counsel, Delta, or Delta's Counsel, have any liability for any claims of wrongful conduct (whether intentional, reckless, or negligent) on the part of the Settlement Administrator or its agents.

112. As soon as practicable but no later than 90 days after the Effective Date, Delta shall provide Interest Credit to eligible Settlement Class Members. Delta shall serve Class Counsel with a declaration certifying its compliance with this obligation no later than 90 days after the Effective Date. Notice of the issuance and expiration date for the Interest Credit shall then be sent by the Settlement Administrator via an email sent to each Settlement Class Member receiving the Interest Credit with instructions on how to use the Interest Credit. The instructions should be consistent with Delta's regular policy for its customers to use airfare credits, which requires credits to be used within one year of issuance.

113. As soon as practicable but no later than 15 days after the Effective Date, Delta shall send the funds necessary for the Settlement Administrator to pay the full amount of the Cash Settlement Payments to Settlement Class Members whose approved Claim Forms require such

payments.

114. As soon as practicable but no later than 60 days after the Effective Date, the Settlement Administrator shall pay the Cash Settlement Payments to all Settlement Class Members entitled to Ticket Cash and/or Interest Cash. Cash Settlement Payments will be made by electronic payment or check, with the request as to the form of payment being made when the Settlement Administrator sends each Settlement Class Member who elected Cash Settlement Payment(s) an email confirming the Effective Date of the Settlement has occurred and the dollar amount to be paid. The parties anticipate that the email will provide Settlement Class Members with more than one option for the receipt of an electronic payment. Settlement Class Members will be sent an email confirming the completion of an electronic payment. When requested, checks will be issued and mailed by the Settlement Administrator with an appropriate legend, in a form approved by Class Counsel and Delta's Counsel, to indicate that it is from the Settlement, and will be sent to the address submitted by the Settlement Class Member when requesting a check form of payment following the Effective Date. Checks shall be valid for 180 days.

115. In the event of any complications arising in connection with the issuance or cashing of a check, other than the Settlement Class Member's failure to timely deposit or cash the check, or if electronic payments cannot be delivered using the information supplied on the Claim Form, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the Settlement Class Member entitled to the Cash Settlement Payments. In the event the Settlement Administrator is unable to resolve the dispute, it shall provide written notice to Class Counsel and Delta's Counsel. If an electronic payment cannot be completed to the Settlement Class Member, the Settlement Administrator shall issue a check for the Cash Settlement Payment using the address supplied by the Settlement Class Member and notify the Settlement Class Member via email that the check

was mailed.

116. For any returned checks, the Settlement Administrator shall make a reasonable effort to locate a current mailing address for the Settlement Class Members whose checks were returned (such as by running addresses of returned check through the NCOA database to effectuate delivery of such checks). For any such check recipients for whom updated addresses are found, the Settlement Administrator shall make only one additional attempt to re-mail or re-issue a Cash Settlement Payment to the updated address. Notwithstanding the above, should a Settlement Class Member change his or her address or electronic payment information from that provided on the Claim Form after the date the Claim Form was submitted and before 60 days after the Effective Date without also updating his or her address with the Settlement Administrator, such Settlement Class Member may not receive payment.

117. Any uncashed or undeliverable checks remaining 210 days after final issuance, and any electronic payments that are not successfully delivered, shall be paid to a *cy pres* recipient subject to agreement of the Parties and approval of the Court. The Parties shall each propose a *cy pres* recipient to receive 50% of the residual funds.

X. Final Approval Order and Judgment

118. Plaintiff's motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled Final Approval Hearing date. Pursuant to the schedule set by the Court in its Preliminary Approval Order and no later than 70 days before the original date set for the Final Approval Hearing, Class Counsel shall file a motion requesting that the Court grant Final Approval of the Settlement and for entry of the Final Approval Order and a final judgment. That motion will include Class Counsel's application for attorneys' fees and costs and for a Service Award for the Class Representative. At the Final Approval Hearing, the Court will hear argument on Plaintiff's motion for Final Approval of the Settlement, and on Class Counsel's application for

attorneys' fees and costs and for the Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to Class Counsel's application for attorneys' fees and costs and a Service Award, provided the objector(s) submitted timely objection(s) that meets all of the requirements listed in the Notice and requested to appear at the Final Approval Hearing. An objector's decision not to appear at the Final Approval Hearing does not mean that the Court will not consider the timely objection.

119. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and the final judgment thereon, and whether to approve Class Counsel's request for attorneys' fees, costs, and Service Award. Such proposed Final Approval Order shall, among other things:

- a. determine that the Settlement is fair, adequate, and reasonable;
- b. finally certify the Settlement Class for Settlement purposes only;
- c. determine that the Notice Program satisfies due process requirements;
- d. bar and enjoin the Settlement Class Members from asserting any of the Released Claims; bar and enjoin Settlement Class Members from pursuing any Released Claims against Delta or its affiliates at any time, including during any appeal from the Final Approval Order; bar and enjoin Delta from pursuing any of the claims Delta released against Settlement Class Members; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. release the Parties from the claims specified in Section XI of this Agreement; and
- f. reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Delta, all Settlement Class Members, and all objectors, to

administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Releases

120. As of the Effective Date, all Settlement Class Members and the Class Representative, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, and unconditionally release and discharge any and all Released Claims against Delta and its current, former, and future affiliates, parents, subsidiaries, representatives, officers, agents, directors, partners, principals, employees, insurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement.

121. As of the Effective Date, Delta and its representatives, officers, agents, directors, partners, affiliates, successors, subsidiaries, parents, employees, insurers, and attorneys hereby expressly, generally, absolutely, and unconditionally release and discharge Settlement Class Members, the Class Representative, and Class Counsel from any claims arising out of or relating in any way to the institution, prosecution, or settlement of the claims against Delta as set forth in the operative complaint, except for claims relating to the enforcement of the Settlement.

122. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, all Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542. Class Representative and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Agreement.

123. The Parties understand that if the facts upon which this Agreement is based are

found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

124. Each Settlement Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against Delta in any forum, action, or proceeding of any kind.

125. The Parties agree that it is in the best interests of the Settlement Class Members that the above releases will be effective before Settlement Benefits are received because the releases are limited to the Released Claims and payments will be automatic and made within 60 days of the Effective Date.

XII. Payment of Attorneys' Fees and Costs and Service Award

126. Class Counsel will file an application for attorneys' fees and costs and a Service Award no later than 70 days before the date originally set for the Final Approval Hearing, which Delta has agreed to pay separately to Class Counsel. That application shall be posted on the Settlement Website.

127. Delta's obligation to pay \$2,285,000.00 for attorneys' fees and reimburse Class Counsel \$80,000.00 for costs, subject to Court approval, shall be payable separate and apart from the direct Settlement Benefits (i.e. Cash Settlement Payments and Credit Settlement Payments) available to Settlement Class Members, thereby ensuring that the Settlement Class Members receive 100% of the direct Settlement Benefits they claim. The Parties agree that the Court's failure

to approve, in whole or in part, any award for attorneys' fees or costs shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

128. The procedure for and the allowance or disallowance by the Court of any application for attorneys' fees and costs is not a material term of the Settlement or Agreement and is not a condition of this Agreement that any particular application for attorneys' fees and costs be approved. If an application for attorneys' fees and costs is approved by the Court, Class Counsel shall provide W-9 Forms to the Settlement Administrator prior to such payment.

129. Attorneys' fees and costs approved by the Court shall be paid by Delta within 7 days after the Effective Date. Class Counsel shall thereafter distribute attorneys' fees and costs as they deem appropriate. Under no circumstances will Delta be liable to Class Counsel, or any other attorney or law firm, for, because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees and costs made in accordance with this Agreement; and Class Counsel, and each of them, release Delta from any and all disputes or claims because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees and costs made pursuant to this Agreement.

130. Plaintiff may seek a Service Award of up to \$3,000.00 to be paid separately by Delta, subject to Court approval of the amount. Within 7 days of the Effective Date, Delta shall pay the Service Award to the Class Representative. The Service Award shall be paid to the Class Representative in addition to the Class Representative's Settlement Benefit. The Parties agree that the Court's failure to approve a Service Award, in whole or in part, shall not prevent the Agreement from becoming Effective, nor shall it be grounds for termination.

131. Any order or proceedings relating to the applications for attorneys' fees and costs and Service Award, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the finality of

Judgment approving the Agreement and the Settlement.

132. The Parties negotiated and reached agreement regarding attorneys' fees and costs and the Service Award only after reaching agreement on all other material terms of this Settlement.

XIII. Termination of Settlement

133. This Settlement may be terminated by either Class Counsel or Delta by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 15 days (or such longer time as may be agreed in writing between Class Counsel and Delta) after any of the following occurrences:

- a. Plaintiff and Delta agree to termination;
- b. the Court rejects, materially modifies, materially amends or changes, or declines to grant preliminarily or finally approve the Settlement;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;
- d. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Class Counsel or Delta seeking to terminate the Settlement reasonably considers material. Notwithstanding anything to the contrary, the reasoning or authority relied upon by any court in entering the Preliminary Approval Order or Final Approval Order shall not be considered material for termination of the Settlement;
- e. the Effective Date does not occur; or
- f. any other ground for termination provided for elsewhere in this Agreement.

134. If the Settlement does not receive final and non-appealable Court approval, Delta shall not be obligated to make any payments or provide any other monetary or non-monetary relief

to Plaintiff or the Settlement Class Members, any attorneys' fees or costs to Class Counsel, or a Service Award to the Class Representative.

XIV. Effect of a Termination

135. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Delta's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status *quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

136. In the event of termination, Delta shall have no right to seek reimbursement from Plaintiff, Class Counsel, or the Settlement Administrator, for Settlement Administration Costs paid by Delta. Delta shall however remain responsible for any Settlement Administrator invoices that were outstanding at the time of the termination.

137. The Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions hereof.

138. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XV. No Admission of Liability

139. Delta denies any fault, wrongdoing, or liability to Plaintiff or the Settlement Class Members for monetary damages or other relief, but Delta believes that the proposed Settlement is desirable in order to avoid the further significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction and diversion of its personnel and resources.

140. Class Counsel believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted significant informal discovery, and conducted independent investigation of the challenged practices. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class members.

141. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

142. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of Delta; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of Delta, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

143. In addition to any other defenses Delta may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and it may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained

herein.

XIX. Miscellaneous Provisions

144. **Gender and Plurals.** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

145. **Binding Effect.** This Agreement shall be binding upon, and inure to for the benefit of, the successors and assigns of the releasing parties and the released parties as set forth in the Releases herein.

146. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

147. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in good faith to resolve the dispute.

148. **Integration.** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

149. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

150. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Georgia, without regard to the principles thereof regarding choice of law.

151. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any ink or electronic signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

152. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Settlement Class Members from asserting any of the Released Claims and from pursuing any Released Claims against Delta at any time, including during any appeal from the Final Approval Order and judgment.

153. **Notices.** All notices to counsel provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

Notices to Plaintiff:

KOPELOWITZ OSTROW P.A.
Jeff Ostrow
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301

PEARSON WARSHAW, LLP
Melissa S. Weiner
328 Barry Avenue S., Suite 200
Wayzata, MN 55391

TYCKO & ZAVAREEI, LLP
Annick M. Persinger, Esq.
1970 Broadway, Suite 1070
Oakland, CA 94612

BARNES LAW GROUP, LLC
Roy E. Barnes, Esq.
31 Atlanta Street
Marietta, GA 30060

Notices to Delta:

KING & SPALDING LLP
David L. Balsler
Charles Spalding, Jr.
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309

KING & SPALDING LLP
Julia C. Barrett
500 W. Second Street
Suite 1800
Austin, Texas 78701

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, opt-out requests, or other filings received as a result of the Notice Program.

154. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Delta's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

155. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

156. **Authority.** Class Counsel (for the Plaintiff and the Settlement Class Members), and Delta's Counsel (for Delta), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Delta to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

157. **Agreement Mutually Prepared.** Neither Plaintiff nor Delta, nor any of them, shall

be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

158. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Delta has provided and is providing information that Plaintiff reasonably requests to identify the members of the Settlement Class and the Settlement Benefits that they are entitled to claim. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

159. **Receipt of Advice of Counsel.** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page Follows

Dated: May 18, 2023

Angela Dusko


ANGELA DUSKO
Plaintiff

Dated: May 18, 2023

Jeffrey Ostrow
Jeffrey Ostrow (May 18, 2023 10:19 EDT)

Jeff Ostrow, Esq.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: May 18, 2023


Melissa Weiner (May 18, 2023 09:30 CDT)

Melissa S. Weiner, Esq.
PEARSON WARSHAW, LLP
Class Counsel

Date: May 18, 2023


Annick Persinger (May 18, 2023 16:04 PDT)

Annick M. Persinger, Esq.
TYCKO & ZAVAREEI LLP
Class Counsel

Dated: May 19, 2023

Roy Barnes
Roy Barnes (May 19, 2023 11:14 EDT)

Roy E. Barnes, Esq.
BARNES LAW GROUP, LLC
Class Counsel

Dated: _____

DELTA AIR LINES, INC.

By: _____

Its: _____

Dated: _____

David L. Balsler, Esq.
Counsel for Defendant

Dated: _____

ANGELA DUSKO
Plaintiff

Dated: _____

Jeff Ostrow, Esq.
KOPELOWITZ OSTROW P.A.
Class Counsel

Dated: _____

Melissa S. Weiner, Esq.
PEARSON WARSHAW, LLP
Class Counsel

Date: _____

Annick M. Persinger, Esq.
TYCKO & ZAVAREEI LLP
Class Counsel

Dated: _____

Roy E. Barnes, Esq.
BARNES LAW GROUP, LLC
Class Counsel

Dated: 5/25/23

Gary Bunce
DELTA AIR LINES, INC.

GARY BUNCE

By: _____
Its: Asst. Gen. Counsel

Dated: 5/25/2023

David L. Balsler
David L. Balsler, Esq.
Counsel for Defendant

Exhibit 1

Email Notice

To: <<Class Member Email>>

From: Settlement Administrator <noreply@xxxxxxxxxxxx.com>

Subject: Dusko v. Delta Air Lines Class Action and Settlement Notice

Court-Approved Legal Notice

If you are a Delta Air Lines, Inc. ticketholder who requested a refund but instead received a credit for a non-refundable ticket, purchased for a flight scheduled to depart between March 1, 2020, through April 30, 2021, that was cancelled by Delta, you may be eligible to receive benefits from a class action settlement.

Si desea recibir esta notificación en español, llámenos 1-XXX-XXX-XXXX o visite nuestra página web www.xxxxxxxxxxxxxxx.com.

A Settlement has been reached in a class action lawsuit filed against Delta Air Lines, Inc. (“Delta”). The lawsuit alleges that Delta breached its contracts of carriage with ticketholders by refusing requests for refunds and instead providing credits for future travel on the airline for flights Delta cancelled in the wake of the COVID-19 pandemic. Delta denies all allegations and has agreed to settle this lawsuit to avoid further litigation. The Court has not decided who is right.

You are Receiving this Notice Because Delta’s Records Indicate You may be a Settlement Class Member. You are a Settlement Class member if you are a ticketholder who is a citizen of the United States who received a credit for a non-refundable ticket purchased with dollars on a flight scheduled to depart between March 1, 2020 through April 30, 2021 (a) that Delta cancelled; (b) who requested a refund for the ticket as reflected in Delta’s Customer Care or Refund Databases; (c) did not receive a refund; and (d) who had an Unused Credit and/or Partial Unused Credit as of January 13, 2023.

What Does the Settlement Provide? If you are a Settlement Class member, you can submit a Claim Form to receive:

1) **Cash Settlement Payment:** Ticket Cash - a cash refund of the remaining Unused Credit and/or Partial Unused Credit as of Month DD, 20YY, and Interest Cash - a cash payment in an amount equal to 7% of the original ticket amount; **or**

2) **Credit Settlement Payment:** Ticket Credit – the amount of the Unused Credit and/or Partial Unused Credit that will remain as a credit and must be used by December 31, 2023, for travel no later than December 31, 2024; and Interest Credit - a credit in an amount equal to 7% of the original ticket amount, valid for one year from issuance.

Your Options. If you are a Settlement Class member, you can submit a Claim Form [here](#) or by mail. Your Claim Form must be filed [online](#) or mailed and postmarked by **Month DD, 20YY**. You will need to enter your Unique ID <<UniqueID>> on your Claim Form. After you enter your Unique ID, details from Delta's records regarding your ticket(s) that are eligible for a Settlement Benefit will be displayed for your ease of filing your electronic Claim Form online or printable Claim Form to be mailed.

If you do *not* want a Settlement Benefit, and you want to keep the right to sue or continue to sue Delta on your own about the legal issues in this case, you must "exclude yourself" by filing an opt-out request postmarked or shipped by **Month DD, 20YY**. If you do not exclude yourself, you will remain in the Settlement Class and will give up the right to sue Delta about the legal issues in this case. It also means the Court's orders will apply to you and legally bind you. If you do not exclude yourself, you may object to the Settlement. The deadline to object is **Month DD, 20YY**.

The Court will hold a Final Approval Hearing on **Month DD, 20YY**, at **x:00 x.m.**, to hear objections and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and costs. If there are objections, the Court will consider them. You do not need to attend this hearing. If you file an objection that includes a notice of intention to appear, you may attend the Final Approval Hearing, and you may ask to speak, but you do not have to speak. After the hearing, the Court will decide whether to approve the Settlement. This notice summarizes the Settlement and your rights.

More information is available at the [Settlement Website](#) or by calling toll-free 1-xxx-xxx-xxxx.

Exhibit 2

Dusko v. Delta Air Lines
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Court-Approved Legal Notice

If you are a Delta Air Lines, Inc. ticketholder who requested a refund but instead received a credit for a non-refundable ticket, purchased for a flight scheduled to depart between March 1, 2020, through April 30, 2021, that was cancelled by Delta, you may be eligible to receive benefits from a class action settlement.

Si desea recibir esta notificación en español, llámenos 1-XXX-XXX-XXXX o visite nuestra página web www.xxxxxxxxxxxxxx.com.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

CLAIM FORM

<<UniqueID>>

<<MailID>>

<<NAME 1>> <<NAME 2>><<NAME 3>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<CITY, STATE ZIP>>

Please confirm that the address information provided here is correct. If not, please update your name and/or address at www.wwxxxxxxx.com.

Our records show that you are a ticketholder for <<TicketCount>> ticket(s) totaling <<XXXX>>. To receive a Settlement Benefit for your ticket(s), you must complete and submit a Claim Form postmarked by MONTH DD, 20YY. You can return this Claim Form by mail or submit it online at www.wwxxxxxxx.com. You must select either a Cash Benefit OR a Credit Benefit for your ticket(s) listed below, not both for each ticket.

Ticket No.	Flight Date	Ticket Amount	Remaining Credit	Cash Benefit OR Credit Benefit
<<Ticket1t>>	<<FlightD1>>	<<\$Cost1t>>	<<\$Credit1t>>	<input type="checkbox"/>
<<Ticket2t>>	<<FlightD2>>	<<\$Cost2t>>	<<\$Credit2t>>	<input type="checkbox"/>
<<Ticket3t>>	<<FlightD3>>	<<\$Cost3t>>	<<\$Credit3t>>	<input type="checkbox"/>
<<Ticket4t>>	<<FlightD4>>	<<\$Cost4t>>	<<\$Credit4t>>	<input type="checkbox"/>

If you select a Cash Benefit (not a Credit Benefit), you will receive an email at <<EMAIL ADDRESS>> after the Court grants final approval prompting you to select whether you want to receive a digital payment, or a paper check.

ATTESTATION: I am a U.S. resident, and the covered flight(s) identified above was cancelled by Delta, a cash refund was requested from Delta previously, and a refund was not received.

Signature _____ Date _____

A Settlement has been reached in a class action lawsuit filed against Delta Air Lines, Inc. ("Delta"). The lawsuit alleges that Delta breached its contracts of carriage with ticketholders by refusing requests for refunds and instead providing credits for future travel on the airline for flights Delta cancelled in the wake of the COVID-19 pandemic. Delta denies all allegations and has agreed to settle this lawsuit to avoid further litigation. The Court has not decided who is right.

You are Receiving this Notice Because Delta's Records Indicate You may be a Settlement Class Member. You are a Settlement Class member if you are a ticketholder who is a citizen of the United States who received a credit for a non-refundable ticket purchased with dollars on a flight scheduled to depart between March 1, 2020 through April 30, 2021 (a) that Delta cancelled; (b) who requested a refund for the ticket as reflected in Delta's Customer Care or Refund Databases; (c) did not receive a refund; and (d) who had an Unused Credit and/or Partial Unused Credit as of January 13, 2023.

What Does the Settlement Provide? If you are a Settlement Class member, you can submit a Claim Form to receive:

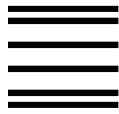
- 1) **Cash Settlement Payment:** Ticket Cash - a cash refund of the remaining Unused Credit and/or Partial Unused Credit as of Month DD, 20YY; and Interest Cash - a cash payment in an amount equal to 7% of the original ticket amount; **or**
- 2) **Credit Settlement Payment:** Ticket Credit - the amount of the Unused Credit and/or Partial Unused Credit that will remain as a credit and must be used by December 31, 2023, for travel no later than December 31, 2024; and Interest Credit - a credit in an amount equal to 7% of the original ticket amount, valid for one year from issuance.

Your Options. If you are a Settlement Class member, you can submit a Claim Form at www.wwwwxxxxxxxx.com or by mail. Your Claim Form must be filed online or mailed and postmarked by **Month DD, 20YY**. If you do *not* want a Settlement Benefit, and you want to keep the right to sue or continue to sue Delta on your own about the legal issues in this case, you must "exclude yourself" by filing an opt-out request postmarked or shipped by **Month DD, 20YY**. If you do not exclude yourself, you will remain in the Settlement Class and will give up the right to sue Delta about the legal issues in this case. It also means the Court's orders will apply to you and legally bind you. If you do not exclude yourself, you may object to the Settlement. The deadline to object is **Month DD, 20YY**.

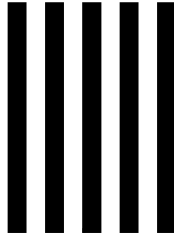
The Court will hold a Final Approval Hearing on **Month DD, 20YY**, at **x:00 x.m.**, to hear objections and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and costs. If there are objections, the Court will consider them. You do not need to attend this hearing. If you file an objection that includes a notice of intention to appear, you may attend the Final Approval Hearing, and you may ask to speak, but you do not have to speak. After the hearing, the Court will decide whether to approve the Settlement. This notice summarizes the Settlement and your rights.

More information is available at www.wwwwxxxxxxxx.com or by calling toll-free **1-xxx-xxx-xxxx**.

www.wwwwxxxxxxxx.com • **1-XXX-XXX-XXXX**



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR
BUSINESS REPLY MAIL

POSTAGE WILL BE PAID BY ADDRESSEE

DUSKO V. DELTA AIR LINES
SETTLEMENT ADMINISTRATOR
PO BOX XXXX
PORTLAND, OR 972XX-XXXX

DELTA



Exhibit 3

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF GEORGIA

If you are a Delta Air Lines, Inc. ticketholder who requested a refund but instead received a credit for a non-refundable ticket, purchased for a flight scheduled to depart between March 1, 2020, through April 30, 2021, that was cancelled by Delta, you may be eligible to receive benefits from a class action settlement.

A federal court has authorized this Notice. This is not a solicitation from a lawyer. Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

- A Settlement has been reached in a class action lawsuit filed against Delta Air Lines, Inc. (“Delta”). The lawsuit alleges that Delta breached its contracts of carriage with ticketholders by refusing requests for refunds and instead providing credits for future travel on the airline for flights Delta cancelled in the wake of the COVID-19 pandemic. Delta denies all allegations and has agreed to settle this lawsuit to avoid further litigation. The Court has not decided who is right.
- You are a Settlement Class member if you are a ticketholder who is a citizen of the United States who received a credit for a non-refundable ticket purchased with dollars on a flight scheduled to depart between March 1, 2020 through April 30, 2021 (a) that Delta cancelled; (b) who requested a refund for the ticket as reflected in Delta’s Customer Care or Refund Databases; (c) did not receive a refund; and (d) who had an Unused Credit and/or Partial Unused Credit as of January 13, 2023.
- If you are a Settlement Class member, you can submit a Claim Form to receive Settlement Benefits in the form of a Cash Settlement Payment or Credit Settlement Payment. If you have more than one eligible Unused Credit and/or Partial Unused Credit, you can select a Cash Settlement Payment or Credit Settlement Payment for each such credit:

1. Cash Settlement Payment.

- **Ticket Cash:** This is a cash refund of the remaining Unused Credit and/or Partial Unused Credit as of **Month DD, 20YY**, [Claims Deadline]; and
- **Interest Cash:** This is a cash payment in an amount equal to 7% of the original ticket amount.

2. Credit Settlement Payment.

- **Ticket Credit:** This is the amount of the Unused Credit and/or Partial Unused Credit that will remain as a credit and must be used by December 31, 2023, for travel no later than December 31, 2024; and
- **Interest Credit:** This is a credit in an amount equal to 7% of the original ticket amount, valid for one year from issuance.

YOUR RIGHTS AND CHOICES		DEADLINE
Submit a Claim Form	The only way to get a Settlement Benefit is to submit a timely and valid Claim Form.	Submit a Claim Form by: Month DD, 20YY
Exclude Yourself (Opt-Out)	Get no Settlement Benefit but keep any right to file your own lawsuit against Delta about the legal claims in this case.	Submit an Opt-Out Request by: Month DD, 20YY
Object	Tell the Court why you do not like the Settlement. You may still file a Claim Form for a Settlement Benefit.	File an Objection by: Month DD, 20YY
Attend A Hearing	If you object, you can ask to speak in Court about why you do not support the proposed Settlement. You must file a notice of intention to appear.	File Notice of Intention to Appear by: Month DD, 20YY
Do Nothing	Get no Settlement Benefit. Give up legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Benefits will be issued to those Settlement Class Members who submitted timely and valid Claim Forms if the Court approves the Settlement and after appeals are resolved. Please be patient.

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

WHAT THIS NOTICE CONTAINS

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- 1. Why should I read this Notice?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT PAGE x

- 5. Am I part of the Settlement?
- 6. What if I am still not sure whether I am part of the Settlement?

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- 8. What can I get from the Settlement?

HOW TO GET BENEFITS FROM THE SETTLEMENT PAGE x

- 9. How can I get my Settlement Benefit?
- 10. When will I receive my Settlement Benefit?
- 11. What am I giving up to receive a Settlement Benefit?

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- 12. Do I have lawyers in this case?
- 13. How will the lawyers be paid?

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT PAGE x

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YOUR RIGHTS – OBJECTING TO THE SETTLEMENT PAGE x

- 16. How do I tell the Court that I do not like the Settlement?
- 17. What is the difference between objecting and asking to be excluded?

YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING PAGE x

- 18. When and where will the Court decide whether to approve the Settlement?
- 19. Do I have to attend the Final Approval Hearing?
- 20. May I speak at the Final Approval Hearing?

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GETTING MORE INFORMATION PAGE x

- 22. Are there more details about the Settlement?
- 23. How do I get more information?

BASIC INFORMATION

1. Why should I read this Notice?

A Court has preliminarily established, or “certified,” this case as a class action lawsuit for purposes of settlement. This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits. If you are a Settlement Class member, you have legal rights and options before the Court decides whether to give final approval to the proposed Settlement. This Notice explains all of these things. For the precise terms and conditions of the Settlement, please review the Settlement Agreement, available at www.xxxxxxxxxx.com.

The Court in charge of this case is the United States District Court for the Northern District of Georgia. The lawsuit is known as *Dusko v. Delta Air Lines, Inc.*, No. 1:20-cv-01664-ELR.

2. What is this lawsuit about?

The lawsuit alleges that Delta breached its contracts of carriage with ticketholders by refusing requests for refunds and instead providing credits for future travel on the airline for flights Delta cancelled in the wake of the COVID-19 pandemic. Delta denies all allegations and has agreed to settle this lawsuit to avoid further litigation. The Court has not decided who is right.

3. What is a class action?

In a class action lawsuit, one or more person called the named plaintiff sues on behalf of other persons and entities that have similar claims. The people and entities together are a “Settlement Class.” In this lawsuit, the person who sued is called the “named plaintiff” or the “Class Representative,” which means Plaintiff, Angela Dusko. The company being sued, Delta Air Lines, Inc. (“Delta”) is called the “Defendant.” One court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves (opt-out) from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Class Representative or Delta. Instead, both sides agreed to a Settlement. By agreeing to settle, both sides avoid the cost and risk of a trial, and Settlement Class Members who submit a timely and valid Claim Form will get Settlement Benefits. The Class Representative and Class Counsel believe the Settlement is best for the Settlement Class and represents a fair, reasonable, and adequate resolution of the lawsuit.

Delta has denied, and continues to deny, all allegations of liability, wrongdoing, and damage. Without admitting or conceding any liability or damages, and without admitting any wrongdoing, Delta has agreed to settle the lawsuit and agrees to the terms and conditions of the Settlement Agreement to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Settlement Class member.

5. Am I part of the Settlement?

You are a Settlement Class member if you are a ticketholder who is a citizen of the United States who received a credit for a non-refundable ticket purchased with dollars on a flight scheduled to depart between March 1, 2020 through April 30, 2021 (a) that Delta cancelled; (b) who requested a refund

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

for the ticket as reflected in Delta's Customer Care or Refund Databases; (c) did not receive a refund; and (d) who had an Unused Credit or Partial Unused Credit as of January 13, 2023.

Specifically excluded from the Settlement Class are the following: Delta and its respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members; Class Counsel; the judges who have presided over the Action and their immediate family members; local, municipal, state, and federal governmental agencies; and all persons who have timely opted-out from the Settlement Class in accordance with the Court's orders.

6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to the Settlement Website at www.xxxxxxxx.com or call the Settlement Administrator's toll-free telephone number at 1-xxx-xxx-xxxx.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the Settlement provide?

Delta will provide Settlement Benefits to eligible Settlement Class Members who file a timely and valid Claim Form with a Cash Settlement Payment (Ticket Cash and Interest Cash) or a Credit Settlement Payment (Ticket Credit and Interest Credit). Delta will also pay for all Settlement Administrative Costs, attorneys' fees and costs, and any Service Award, which are all separate and apart from the Cash Settlement Payments and Credit Settlement Payment to Settlement Class Members.

8. What can I get from the Settlement?

Settlement Class Members who submit a timely and valid Claim Form will have the following Settlement Benefit options for each eligible ticket. You may request a Cash Settlement Payment or Credit Settlement Payment for each eligible ticket. A Cash Settlement Payment includes Ticket Cash and Interest Cash. A Credit Settlement Payment includes keeping the Ticket Credit and receiving an Interest Credit.

1. Cash Settlement Payment: You may receive a cash payment if you select the Ticket Cash and Interest Cash option for an Unused Credit and/or Partial Unused Credit.

- **Ticket Cash:** This is a cash refund of the remaining Unused Credit and/or Partial Unused Credit. The amount of the cash refund will be the remaining Unused Credit amount and/or Partial Unused Credit amount as of **Month DD, 20YY**, [Claims Deadline].

If you select the Ticket Cash option, your Unused and/or Partial Unused Credits will be frozen by Delta within 14 days after the Claim Deadline.

If you no longer have any Unused Credit and/or Partial Unused Credit as of **Month DD, 20YY**, [Claims Deadline], you will only be eligible to receive Interest Cash, not Ticket Cash.

- **Interest Cash:** If you select to receive Ticket Cash, you will also receive Interest Cash in the form of a cash payment in an amount equal to 7% of the original ticket amount for both Unused Credits and Partial Unused Credits.

2. Credit Settlement Payment: You may receive a credit if you submit a timely and valid Claim Form, and you select the Ticket Credit and Interest Credit option for both an Unused Credit or Partial Unused Credit.

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxx.com

- **Ticket Credit:** This is the amount of the Unused Credit and/or Partial Unused Credit which you will keep as a credit, which must be used by December 31, 2023, for travel no later than December 31, 2024.

NOTE: If the Effective Date of the Settlement does not occur, that deadline will not be extended unless in the future Delta’s extends its current policy with respect to the expiration of credits.

- **Interest Credit:** If you select to maintain your Ticket Credit, you will receive an Interest Credit in a credit in an amount equal to 7% of the original ticket amount for both Unused Credits and Partial Unused Credits, valid for one year from issuance.

Multiple Credits

If you have more than one eligible Unused Credit and/or Partial Unused Credit, you can select a Cash Settlement Payment or Credit Settlement Payment for each credit.

Please note: If you are a member of the Settlement Class and you do not file a Claim Form by the deadline, you can still redeem any Unused Credit or Partial Unused Credit pursuant to Delta’s policy, which allows until December 31, 2023, to book travel through December 31, 2024. However, if you do not file a Claim Form by the deadline, you are not entitled to Interest Cash or Interest Credit.

Per the terms of the Settlement, if any funds remain after all Cash Settlement Payments are made from uncashed or undeliverable checks or electronic payments not successfully delivered to Settlement Class Members, the remaining funds will be donated to a recipient(s) approved by the Court.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. How can I get my Settlement Benefit?

If you are a Settlement Class Member, you must fill out and submit a Claim Form to qualify for a Settlement Benefit. You can file your electronic Claim Form at www.xxxxxxxxxx.com. If you received a notice of this Settlement via email, there is a link on that email to access the Claim Form. You will need to enter the Unique ID assigned to you on the electronic Claim Form. You can also return the paper Claim Form, postage prepaid if you received a postcard notice for the Settlement. You can also receive a paper Claim Form from the Settlement Website or get one by calling the Settlement Administrator at xxx-xxx-xxxx. The completed Claim Form must be submitted online by **Month DD, 20YY**, or mailed to the following address, **postmarked** by **Month DD, 20YY**.

Dusko v. Delta Air Lines Settlement Administrator
PO Box xxxx
Portland, OR 97xxx-xxxx

10. When will I receive my Settlement Benefit?

The Court will hold a hearing on **Month DD, 20YY**, at **x:00 x.m.** (which is subject to change), to decide whether to finally approve the Settlement. Even if the Court finally approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. If you file a timely and valid Claim Form, you will not receive a Settlement Benefit until any appeals are resolved. Please be patient.

11. What am I giving up to receive a Settlement Benefit?

Unless you exclude yourself (“opt-out”) from the Settlement Class by timely submitting an opt-out request, you will remain in the Settlement Class, and that means you cannot sue, continue to sue or

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

be part of any other lawsuit against Delta about the legal issues in this case, including the Releases that are defined and described in legal terms in Section **XI** of the Settlement Agreement, which is available at www.xxxxxxxxxx.com. It also means that all of the Court’s orders will apply to you and legally bind you.

THE LAWYERS REPRESENTING YOU

12. Do I have lawyers in this case?

The Court has appointed attorneys from the law firms of Kopelowitz Ostrow P.A.; Pearson Warshaw, LLP; Tycko & Zavareei, LLP; and Barnes Law Group, LLC to represent you and the other Settlement Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court.***

<p>KOPELOWITZ OSTROW P.A. Jeff Ostrow 1 West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 (954) 525-4100 ostrow@kolawyers.com</p>	<p>PEARSON WARSHAW, LLP Melissa S. Weiner 328 Barry Avenue S., Suite 200 Wayzata, MN 55391 (612) 389-0600 mweiner@pwfirm.com</p>
<p>TYCKO & ZAVAREEI, LLP Annick M. Persinger, Esq. 1970 Broadway, Suite 1070 Oakland, CA 94612 (510) 250-3316 apersinger@tzlegal.com</p>	<p>BARNES LAW GROUP, LLC Roy E. Barnes, Esq. 31 Atlanta Street Marietta, GA 30060 (770) 227-6375 roy@barneslawgroup.com</p>

13. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees of \$2,285,000 and costs of \$80,000. Attorneys’ fees and costs approved by the Court will be paid by Delta, separate from the Settlement Benefits available to Settlement Class Members. Class Counsel may also ask the Court for a Service Award of up to \$3,000 for the Plaintiff. The purpose of the Service Award is to compensate the Plaintiff for serving as Class Representative. Any Service Award payment to the Plaintiff will be paid by Delta, separate from the Settlement Benefits available to Settlement Class Members. The Court may deny or award less than these amounts. Class Counsel’s Motion for Attorneys’ Fees and Costs and Service Award for the Class Representative will be available at www.xxxxxxxxxx.com once it has been filed.

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do *not* want a Settlement Benefit and want to keep the right to sue or continue to sue Delta on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called “excluding yourself” or “opting out” of the Settlement Class.

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written “opt-out request” that must include the following:

- Your name;
- Your postal address;
- Your telephone number;
- A brief statement identifying membership in the Settlement Class;
- A statement that indicates a desire to exclude yourself from the Settlement Class; and
- Your personal signature as a member of the Settlement Class

Your opt-out must be mailed via U.S. Mail, **postmarked** or if by private courier (such a Federal Express), **shipped** no later than **Month DD, 20YY**, to:

Dusko v. Delta Air Lines Settlement Administrator
Opt-Out Requests
PO Box xxxxx
Portland, OR 97xxx-xxxx

Only individual requests to opt-out by a member of the Settlement Class on a personal basis are allowed. “Mass” or “class” opt-outs are not allowed according to the terms of the Settlement.

If you do not follow these procedures and the deadline, you will be a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court, even if you do not submit a Claim Form.

15. If I exclude myself, can I get anything from this Settlement?

No. If you opt-out of the Settlement, you cannot receive a Settlement Benefit. However, you may sue, continue to sue, or be part of a different lawsuit against Delta.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement or to the application for attorneys’ fees and costs, and/or the Service Award. You can give reasons why you think the Court should not approve it. The Court will consider your views. You cannot ask the Court for a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no Settlement Benefits will be provided, and the lawsuit will continue. If that is what you want to happen, you must object.

To object, you must file a written objection, which includes the following information:

- Your printed name, address, email address (if any), and telephone number;
- A statement of whether you are represented by counsel and if so, contact information for your counsel;
- Evidence showing you as an objector are a Settlement Class Member;

- A statement as to whether your objection applies to you as a Settlement Class Member or if it applies to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection;
- Any other supporting papers, materials, or brief that you wish the Court to consider when reviewing your objection;
- Your actual written or electronic signature as the objector (counsel’s signature is not sufficient); and
- A statement regarding whether you and/or your counsel intend to appear at the Final Approval Hearing.

Your objection must be filed with or mailed to the Clerk of the Court by **Month DD, 20YY**, and a copy mailed to the Settlement Administrator at the following addresses:

Clerk of the Court	Settlement Administrator
Clerk of Court United States District Court Northern District of Georgia 1788 Richard B. Russell Federal Building and United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303-3309	Dusko v. Delta Air Lines Settlement Administrator Objections PO Box xxxxx Portland, OR 97xxx-xxx

If your objection is mailed via U.S. Mail, your objection will be deemed to have been submitted when posted if received with a **postmark date** on or before **Month DD, 20YY**, indicated on the envelope if mailed first class, postage prepaid, and addressed in accordance with the instructions. If your objection is submitted by private courier (such as Federal Express), your objection will be deemed to have been submitted on the **shipping date** reflected on the shipping label.

If you file a timely objection, it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself (opting out) is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because you are no longer part of the case.

YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement. If you file an objection that includes a notice of intention to appear, you may attend the Final Approval Hearing, and you may ask to speak, but you do not have to speak at the Final Approval Hearing.

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

The Court will hold a Final Approval Hearing on **Month DD, 20YY**, at **x:00 x.m.**, at the United States District Court for the Northern District of Georgia, 1788 Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW Atlanta, GA 30303-3309, in Courtroom 1708.

At the hearing, the Court will hear objections and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and costs. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have your objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted www.xxxxxxxxxx.com. You should check the Settlement Website to confirm that the date and/or time have not changed. The Settlement Website will also identify if the Court determines to hold a virtual, remote hearing, and the link to participate will be on that website.

19. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer all questions the Judge may have. However, you are welcome to attend the hearing at your own expense if you file an objection and your notice of intention to appear. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you postmarked, shipped, or filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the Final Approval Hearing?

If you wish to appear at the Final Approval Hearing to present your objection to the Court, your written objection must include your statement of intent to appear at the Final Approval Hearing.

YOUR RIGHTS – DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member as described above and do nothing, you will be part of the Settlement Class, and you will only get a Settlement Benefit if you submit a timely and valid Claim Form for one or more of your eligible tickets. Unless you opt-out of the Settlement, you will not be permitted to continue to assert claims about the issues in this case or subject to the Release in any other lawsuit against Delta ever again.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.xxxxxxxxxx.com, or by contacting Class Counsel (see contact information in Question 12).

23. How do I get more information?

You can call toll-free xxx-xxx-xxxx, write to Dusko v. Delta Air Lines Settlement Administrator, PO Box xxxx, Portland, OR 97xxx-xxxx; or go to www.xxxxxxxxxx.com, where you will find answers to common questions about the Settlement and important documents, including the Settlement Agreement and Claim Form. You may also contact Class Counsel (see contact information in Question 12).

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

Exhibit 4

<<UniqueID>>

<<MailID>>

If you select a Cash Benefit (not a Credit Benefit), you will receive an email at <<EMAIL ADDRESS>> after the Court grants final approval prompting you to select whether you want to receive digital payment or a paper check.

STEP 4 – ATTESTATION

By submitting this Claim Form, I hereby attest that:

I am a U.S. resident, and the covered flight(s) identified above was cancelled by Delta; a cash refund was requested from Delta previously, and a refund was not received.

Signature:

Date:

MM

DD

YY

METHODS OF SUBMISSION

You must submit your claim via U.S. Mail by sending this completed and signed form to the Settlement Administrator at the below address:

Dusko v. Delta Air Lines, Inc., Settlement Administrator
P.O. Box XXXX
Portland, OR 972XX-XXXX

Your submission must be postmarked no later than Month DD, 20YY.

**Questions? Visit www.xxxxxxxx.com or call
1-XXX-XXX-XXXX.**

Exhibit 5

Notice Program

Dusko v. Delta Air Lines, Inc., No. 1:20-cv-01664-ELR (N.D. Ga.)

NOTICE PROGRAM DETAIL

1. The Notice Program is designed to provide notice to the following “Settlement Class” as defined in the Settlement Agreement and Releases:

[A]ll ticketholders who are citizens of the United States who received a credit for a non-refundable ticket purchased with dollars on a flight scheduled to depart between March 1, 2020 through April 30, 2021 (a) that Delta cancelled; (b) who requested a refund for the ticket as reflected in Delta’s Customer Care or Refund Databases; (c) did not receive a refund; and (d) who had an Unused Credit or Partial Unused Credit as of January 13, 2023.

Specifically excluded from the Settlement Class are the following: Delta and its respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members; Class Counsel; the judges who have presided over the Action and their immediate family members; local, municipal, state, and federal governmental agencies; and all persons who have timely opted-out from the Settlement Class in accordance with the Court’s orders.

NOTICE PROGRAM

Individual Notice

2. The Defendant will provide data to Epiq for identified Settlement Class members (to the extent physical and/or email addresses are available to Defendant). For any Settlement Class member records without an available physical mailing address or email address, address reach will be conducting using a third-party lookup service to identify physical mailing and/or email addresses for these Settlement Class members. The Settlement Class member data will be used to provide individual notice. An Email Notice will be sent to all identified Settlement Class members for whom a valid email address is available, and a Postcard Notice will be sent via United States Postal Service (“USPS”) first class mail to all identified Settlement Class members for whom a mailing address is available.

Individual Notice - Email

3. Epiq will send an initial Email Notice to all identified Settlement Class members for whom a valid email address is available but no valid postal address is available. The following industry standard best practices will be followed for the Email Notice efforts. The Email Notice will be drafted in such a way that the subject line, the sender, and the body of the message overcome SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will use an embedded html text format. This format will provide easy to read text without graphics, tables, images, attachments, and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Notices will be sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the Email Notices are from our authorized mail servers. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the Settlement Website. By clicking the link, recipients will be able to easily file an online claim, access the Long Form Notice, Settlement Agreement, and other information about the Settlement.

4. If the receiving email server cannot deliver the message, a “bounce code” will be returned along with the unique message identifier. For any Email Notice for which a bounce code is received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts will be made to deliver the Notice by email.

Individual Notice - Direct Mail

5. Epiq will send a double Postcard Notice with Claim Form and prepaid return postage to all identified Settlement Class members for whom a postal mailing address is available. The Postcard Notice will be sent via USPS first class mail. The Postcard Notice will clearly and concisely summarize the case and the legal rights of the Settlement Class members. The Postcard

Notice will also direct the recipients to the Settlement Website where they can access additional information.

6. Prior to sending the Postcard Notices, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure Settlement Class member address information is up-to-date and accurately formatted for mailing.¹ In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and will be verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

7. Postcard Notices returned as undeliverable will be re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the USPS returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices will be promptly re-mailed. If the initial Postcard Notice is returned undeliverable, and Epiq is unable to obtain an alternative postal address to send the initial Postcard Notice, then an initial Email Notice will be sent.

Settlement Website

8. Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. The Settlement Website will contain relevant documents and information including: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-

¹ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

free telephone number applicable to the Settlement; (iii) documents, including the Settlement Agreement, the Long Form Notice, the Claim Form, Court Orders regarding this Settlement, and other relevant Court documents, including the Motion for Approval of Attorneys' Fees and Costs; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically. In addition, the Settlement Website will include answers to frequently asked questions ("FAQs"), instructions for how Settlement Class members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. The Settlement Website address will be prominently displayed in all notice documents.

Toll-Free Telephone Number

9. A toll-free telephone number will be established for the Settlement. Callers will be able to hear an introductory message. Callers will also have the option to learn more about the Settlement in the form of recorded answers to FAQs. The toll-free telephone number will be prominently displayed in all notice documents. The automated phone system will be available 24 hours per day, 7 days per week.

10. A postal mailing address will be provided, allowing Settlement Class members the opportunity to request additional information or ask questions.

Claim Stimulation Reminder Notice

11. In an effort to ensure the highest reasonable claim filing participation rate and to maximize participation in the Settlement, Epiq will send claim stimulation reminder notices after the completion of individual notice efforts described above, as detailed in the Settlement Agreement.

12. For Settlement Class members for which Delta has both an email address and postal address, and Epiq successfully sends an initial Postcard Notice via USPS first-class mail, up to two reminder Email Notices will be sent to these Settlement Class members who have *not* submitted a Claim Form as of the date reminder Email Notices are scheduled to be sent.

13. For Settlement Class members for which Delta has only an email address, and Epiq successfully sends an Email Notice, up to two reminder Email Notices will be sent to these Settlement Class members who have *not* submitted a Claim Form as of the date reminder Email Notices are scheduled to be sent.

14. For Settlement Class members for which Delta has only a postal address, and Epiq successfully sends a Postcard Notice via USPS first-class mail, one reminder Postcard Notice will be sent to these Settlement Class members who have *not* submitted a Claim Form as of the date reminder Postcard Notices are scheduled to be sent.

15. The Reminder Notices will use concise text (stressing the impending Claim filing deadline) and include links to the Claim filing page on the Settlement Website.











DELTA Settlement Agreement - 5-17-23 Final For Execution W-Exhibits

Final Audit Report

2023-05-19

Created:	2023-05-18
By:	Todd Becker (becker@kolawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATVt0T0YRiHmKX_78vgMOW5etgxX_SArx

"DELTA Settlement Agreement - 5-17-23 Final For Execution W-Exhibits" History

-  Document created by Todd Becker (becker@kolawyers.com)
2023-05-18 - 12:37:52 PM GMT- IP address: 146.168.124.226
-  Document emailed to Angela Dusko (angeladusko@gmail.com) for signature
2023-05-18 - 12:40:26 PM GMT
-  Email viewed by Angela Dusko (angeladusko@gmail.com)
2023-05-18 - 12:40:28 PM GMT- IP address: 66.249.92.140
-  Document e-signed by Angela Dusko (angeladusko@gmail.com)
Signature Date: 2023-05-18 - 2:12:24 PM GMT - Time Source: server- IP address: 159.121.202.141
-  Document emailed to Jeffrey Ostrow (ostrow@kolawyers.com) for signature
2023-05-18 - 2:12:25 PM GMT
-  Email viewed by Jeffrey Ostrow (ostrow@kolawyers.com)
2023-05-18 - 2:19:01 PM GMT- IP address: 146.168.124.226
-  Document e-signed by Jeffrey Ostrow (ostrow@kolawyers.com)
Signature Date: 2023-05-18 - 2:19:34 PM GMT - Time Source: server- IP address: 146.168.124.226
-  Document emailed to Melissa Weiner (mweiner@pswlaw.com) for signature
2023-05-18 - 2:19:35 PM GMT
-  Email viewed by Melissa Weiner (mweiner@pswlaw.com)
2023-05-18 - 2:29:42 PM GMT- IP address: 174.213.225.223
-  Document e-signed by Melissa Weiner (mweiner@pswlaw.com)
Signature Date: 2023-05-18 - 2:30:17 PM GMT - Time Source: server- IP address: 174.213.225.223

 Document emailed to Annick Persinger (apersinger@tzlegal.com) for signature


2023-05-18 - 2:30:18 PM GMT

 Email viewed by Annick Persinger (apersinger@tzlegal.com)


2023-05-18 - 11:04:23 PM GMT- IP address: 74.87.211.242

 Document e-signed by Annick Persinger (apersinger@tzlegal.com)

Signature Date: 2023-05-18 - 11:04:35 PM GMT - Time Source: server- IP address: 74.87.211.242

 Document emailed to Roy Barnes (roy@barneslawgroup.com) for signature

2023-05-18 - 11:04:37 PM GMT

 Email viewed by Roy Barnes (roy@barneslawgroup.com)

2023-05-19 - 0:36:45 AM GMT- IP address: 104.28.55.229

 Document e-signed by Roy Barnes (roy@barneslawgroup.com)

Signature Date: 2023-05-19 - 3:14:50 PM GMT - Time Source: server- IP address: 12.51.31.106

 Agreement completed.

2023-05-19 - 3:14:50 PM GMT