

American Airlines Pilot Plan USERRA Contribution Litigation

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Allman v. American Airlines, Inc. Pilot Retirement Program
Variable Income Plan, et al., No. 14-cv-10138-IT (D. Mass.)*

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

IF YOU WERE AN AMERICAN AIRLINES PILOT
WHO TOOK MILITARY LEAVE ON OR AFTER JANUARY 1, 1997

You Could Receive Additional Benefits From a Class Action Settlement

- An American Airlines pilot (the “Plaintiff”) has sued Defendants (listed below) in connection with pension contributions that were made to pilots’ accounts in the Variable Income Plan (“the Plan”) in a manner that the Plaintiff alleges did not comply with USERRA (*i.e.*, the Uniformed Services Employment and Reemployment Rights Act) and ERISA (*i.e.*, the Employee Retirement Income Security Act).
- The Court has determined that the lawsuit can proceed as a class action on behalf of a group of American Airlines pilots who are or were participants in the Plan, who, after becoming an American Airlines employee, completed a period of qualified military service that lasted 30 days or more and ended on or after January 1, 1997, and who meet certain other conditions specified in the full class definition provided herein.
- Under the Settlement, you may be eligible to receive an additional employer contribution to your Plan account if you took one or more military leaves each lasting 30 days or more during your employment as a pilot with American Airlines. To the extent feasible, the amount to be paid will be made as an additional employer contribution to your Plan account.
- The Court has preliminarily approved the Settlement. In order for the Settlement to become final and any payments to be distributed, the Court will need to issue final approval after a final approval hearing, which is currently scheduled for January 27, 2017.

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER OF THE CLASS, THIS SETTLEMENT WILL AFFECT YOUR RIGHTS.

SUMMARY OF YOUR LEGAL RIGHTS & OPTIONS	
ALL MEMBERS OF THE CLASSES	OPTION #1: DO NOTHING. If the Settlement is approved by the Court, it will be allocated pursuant to a Plan of Allocation approved by the Court.
	OPTION #2: CHALLENGE DEFENDANTS’ DATA. You may challenge the data provided by Defendants that were used to calculate your estimated loss/damages or determine whether you are a Class Member. A successful challenge may change the amount you are entitled to receive under the Settlement.
	OPTION #3: OBJECT/COMMENT. Write to the Court and explain why you do not like one or more aspects of the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and reimbursement of expenses and costs. You must do so by no later than November 4, 2016 .
	OPTION #4: EXCLUDE. You may opt out of the Settlement by writing to the Court by November 4, 2016 .

If you have any questions after you have read this Notice, contact Class Counsel; PLEASE DO NOT CONTACT THE COURT as they will not be able to answer your questions.

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BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because the Court has ordered that this Notice be sent to the participants or beneficiaries in the Plan whom Defendants and/or Class Counsel identified as potential Class Members. Defendants' records show that you took Long-Term Military Leave (i.e., one or more military leaves each totaling 30 days or more) from American Airlines sometime on or after January 1, 1997, which means that you may be a Class Member. This case is pending in the United States District Court for the District of Massachusetts, and is called *Allman v. American Airlines, Inc. Pilot Retirement Program Variable Income Plan, et al.*, No. 14-cv-10138-IT (D. Mass.).

This Notice informs you of a proposed settlement (referred to as "Settlement" or "Settlement Agreement") of this class action consisting of \$500,000 in cash and \$4.45 million in stock plus accrued earnings and interest ("the Settlement Fund"). It describes a Class Member's rights and options in connection with the Settlement.

2. What is this lawsuit about?

The lawsuit is a class action brought under the Uniformed Services Employment and Reemployment Act ("USERRA") and the Employee Retirement Security Income Act of 1974 ("ERISA"). The Class Representative who brought the lawsuit is an American Airline pilot who has participated in the American Airlines, Inc. Pilot Retirement Program Variable Income Plan ("the Plan" or "the Variable Income Plan"). Defendants are the Plan and the fiduciaries of the Plan.

The lawsuit claims that the Plan adopted a policy for determining and making pension contributions to pilots' Plan accounts in a manner that did not comply with USERRA. The lawsuit alleges that the earnings that were used under the policy to calculate employer contributions for periods of Long-Term Military Leave were based on, for example, the monthly minimum flight hours guaranteed under the pilots' collective bargaining agreement, and that instead the Plan should have used earnings that were based on each pilot's own average monthly hours from the 12 months prior to military leave. The lawsuit also claims that the Plan's fiduciaries violated ERISA by failing to make sure that the Plan received proper amounts of employer contributions and by failing to take action to collect such amounts.

Defendants have denied the claims in this lawsuit and maintain that, even if Defendants are found liable under USERRA or ERISA, Plaintiff and other members of the Class are not entitled to relief.

Additional information about the claims and a copy of the Complaint are available at www.aapilotsuserraclassaction.com.

3. What has happened so far in the lawsuit?

Plaintiff filed the Complaint on January 17, 2014. On April 11, 2014, Plaintiff and Defendants moved to stay the lawsuit to explore the possibility of a resolution without further lawsuit. The case was stayed from April 17, 2014 through September 28, 2015. On September 28, 2015, Defendants filed an Answer to the Complaint, in which they denied that they violated USERRA or ERISA. Defendants also asserted numerous defenses.

During the stay of the lawsuit, Plaintiff engaged in informal discovery (a process through which the parties informally exchange information) on issues related to liability and damages, and obtained from Defendants personnel data for Class Members. Numerous conversations took place between the parties, including an in-person meeting/mediation between the parties' counsel. On December 9, 2015, the parties reached an Agreement in Principle to resolve the lawsuit.

On March 28, 2016, the Court certified a Class as to all claims and appointed Plaintiff's counsel as Class Counsel and Plaintiff as the Class Representative. The Court has not ruled on the merits of any claims or defenses.

On August 5, 2016, the Court preliminarily approved the Settlement and has scheduled a final hearing to evaluate the fairness and adequacy of the Settlement.

THE CLASS

4. What is a Class Action?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. In a class action, one or more people, called Plaintiffs, file suit on behalf of others with similar claims, called the Class or Class Members. If a class is certified, the Court appoints a person, called the Class Representative, to represent and act on behalf of the class. Here the Class Representative is James Michael Allman.

5. Who is included in the Class?

The Class is defined as

- (a) All current and former American Airlines pilots who are or were participants in the American Airlines, Inc. Pilot Retirement Program Variable Income Plan (“the Variable Income Plan” or “the Plan”) and
- (1) who, after becoming an American Airlines employee, completed a period of qualified military service that lasted 30 days or more and ended on or after January 1, 1997; and
 - (2) who, with respect to any such period of qualified military service, did not receive a pension contribution into the Variable Income Plan based on the pilot’s own average rate of compensation during the 12 months prior to the commencement of the pilot’s period of qualified military service (or if shorter, the period of employment immediately preceding such period of qualified military service); and
 - (3) whose average rate of compensation during the 12 months prior to any period of qualified military service (or, if shorter, the period of employment immediately preceding such period of military leave) exceeded the monthly rate of compensation that was actually used to determine the pension contribution for the pilot’s period of qualified military service, as determined under either of the methodologies used in the parties’ negotiations.
- (b) The beneficiaries of all such participants.

Excluded from the Settlement Class are the following persons: (a) all former or current pilots who previously reached settlements with or judgments against American resolving or releasing any claims arising during the class period under USERRA and/or ERISA related to inadequate pension contributions for periods of military leave; and (b) any person who served as a fiduciary of the Variable Income Plan and their beneficiaries under the Variable Income Plan and any member of the immediate family and any heirs, successors or assigns of any such person.

If you are included in the above definition, you are included in the Class unless you exclude yourself. If you are unsure whether you are included in the Class, you can contact the lawyers representing the Class by telephone or e-mail. Their contact information is listed below.

THE SETTLEMENT

6. What does the Settlement provide?

The proposed Settlement requires that \$500,000 be paid in cash and \$4.45 million be paid in shares of American Airlines Group (“AAG”) stock. Class counsel anticipates that all of the stock will be liquidated (i.e. converted to cash) before distribution. The \$500,000 cash amount is required to be deposited into the escrow account no later 15 days after the Court has preliminarily approved the Settlement. Because AMR Corporation, the previous holding company of American Airlines, has filed for Chapter 11 reorganization, the \$4.45 million in AAG stock will be paid out of what is called the Disputed Claims Reserve (“DCR”), which is a segregated fund established as part of the Chapter 11 proceeding and created under a confirmed plan of reorganization to satisfy certain unsecured claims and deposited into the Settlement Fund. The distribution of the stock requires the bankruptcy court in the Southern District of New York to approve the Settlement and distribution of the AAG stock, which Defendants have agreed to seek. After deducting certain amounts, including attorneys’ fees, costs, and expenses, notice and settlement administration costs, DCR related tax expenses, and any awards as described below, the remaining Settlement Fund will be distributed to Class Members under a proposed distribution methodology called the Plan of Allocation, described below unless modified by the Court.

The Court has not ruled on liability or relief. This Notice is not to be understood as an expression of opinion by the Court as to the merits of any claim or defense. This Notice does not imply that there has been any violation of law or that the Class will recover if the lawsuit is not settled and instead is resolved in Court by trial or otherwise.

7. What do I give up as a result of the Settlement?

In exchange for the payment above, Class Members, except for the persons who exclude themselves from the Class, will be required to release (or give up) any claims that they have or could have brought in connection with the policy or formula by which contributions were determined and made to Class Members’ Plan accounts for any period of Long-Term Military Leave, including any claims for attorneys’ fees, costs or expenses, whether such Claim arises under USERRA, ERISA, or any federal law, state law, foreign law, common law doctrine, rule, regulation or otherwise insofar as the Claim relates to the policy or formula by which contributions were determined and made to Class Members’ Plan accounts for any period of Long-Term Military Leave that ended on or after

January 1, 1997. The full content of the release is set forth in the formal settlement agreement which is available at www.aapilotsuserraaction.com.

8. Why is there a Settlement?

In deciding to settle the lawsuit, the Class Representative and Class Counsel considered, among other things (a) the factual and discovery record; (b) the potential monetary recovery; (c) the strength of the Class' claims as determined from a review of the law and the facts established in discovery and through investigation; (d) the expense and length of continued proceedings, including possible trial and post-trial proceedings and appeals, necessary to prosecute the lawsuit; (e) the risks arising from the existence of unresolved questions of law and fact; (f) the nature and strength of defenses asserted by and available to Defendants; and (g) the risks and uncertainties of continued USERRA and ERISA class action litigation of this nature. The Class Representative and Class Counsel believe, based on a thorough review, that, in view of the foregoing, the proposed Settlement is fair, reasonable and adequate and in the best interests of the Class.

9. What will be my share of the Settlement Fund?

The amount that you will receive, including the contribution amount that will be made on your behalf to the Variable Income Plan, cannot be determined yet. The specific amount that you receive will be determined by the Plan of Allocation proposed by Plaintiff and Class Counsel and other factors, including the number of challenges to Defendants' data, if any, and the result of those challenges. Class Members will receive supplemental employer contributions to the Plan based on the amount of employer contributions to the Plan that Plaintiff contends should have been made but were not made for periods of Long-Term Military Leave on a pro rata basis compared to the total claims versus the amount of the settlement. Each Class Member may have one or more Claims. In this Settlement, a "Claim" is a claim by a Class Member that he or she was subject to the policy for determining and making employer contributions under USERRA for a specific period of Long-Term Military Leave without taking into account the pilot's own average monthly hours from the 12-month prior to the period of military leave.

Under the Plan of Allocation proposed by Class Counsel, all claims of Class Members will receive a pro rata share of the Net Settlement Fund, up to 100% of the potential losses under the Agreed Loss Methodology (discussed in Question 10 below) without any pre-judgment interest from the date that the contributions were made. If 100% of the potential losses have been allocated and there are still monies remaining in the Net Settlement Fund, the Claims of Class Members for which Class Counsel do not believe that Defendants have a potential untimeliness defense will be eligible to receive an additional allocation of 8 percent annual simple interest on 100% of their potential losses from the Net Settlement Fund. If those Claims receive 8 percent annual simple interest, then the Claims of Class Members for which Class Counsel recognize that Defendants have a potential untimeliness defense will receive up to 8 percent annual simple interest on 100% of their potential losses from the Net Settlement Fund.

The methodology used to calculate the Alleged Loss of each Claim is discussed in response to the next question.

10. How did Class Counsel determine the Alleged Loss of each Claim?

Class Counsel evaluated estimated Class Member's Total Alleged Loss, *i.e.*, the total additional amount of employer contributions to the Variable Income Plan that Class Counsel believes should have been made on behalf of the Class Member for all periods of Long-Term Military Leave and Short-Term Military Leave (*i.e.*, military leave of greater than 4 days but less than a full calendar month) under two methodologies. The details of those methodologies appear in the Agreed Loss Methodology, attached as Exhibit A to the Settlement Agreement, which is available at www.aapilotsuserraaction.com. For the purpose of distributing the Settlement Fund, the methodology set forth in pages 3-7 of the Agreed Loss Methodology will be utilized to calculate Class Members' claims.

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

Accompanying this Notice is a Personalized Worksheet that the Settlement Administrator has provided you with. The Personalized Worksheet states the personnel data that were used by the parties to calculate your Estimated Potential Damages for each of your Claims. Those data include (1) the hourly wage rate before, during, or after a period of Long-Term Military Leave, (2) the number of hours for which the pilot received compensation in a month before a period of Long-Term Military Leave (including paid short-term military leave), (3) the number of hours of unpaid short-term military leave in a month before a period of Long-Term Military Leave, and (4) the Plan contribution made on behalf of the pilot for each month in which he or she took Long-Term Military Leave. In addition to the Personalized Worksheet, you will receive a document that summarizes the periods of Long-Term Military Leave that you took during the class period.

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

Under the Settlement, you have a right to challenge the personnel data that were provided by Defendants for calculating the Estimated Potential Losses for your Claim(s).

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

You must mail your challenge to Defendants' data, postmarked no later than November 4, 2016, to:

American Pilot USERRA Settlement Administrator
PO Box 170500
Milwaukee, WI 53217

If the Settlement Administrator concludes that the data you have provided are more reliable or accurate than the data provided by Defendants and/or that you have a valid Claim that was not identified by Defendants' data, the Settlement Administrator will recalculate your Estimated Potential Damages for the relevant Claim. Such recalculation may cause you to receive either a larger or smaller share of the Settlement Fund for the relevant Claim.

13. When would I receive my portion of the recovery?

Payment is conditioned on the Court's approval of the Settlement and such approval becoming Final and no longer subject to any appeals. If there is no appeal, the Settlement will become effective 30 days after the Court enters Final Judgment and all settlement amounts are paid, and those amounts may not be paid for up to six months after Final Approval. If there is an appeal, the time to pay out the Settlement Fund could be more than a year after Final Approval. Once the Settlement becomes final, it is expected that a distribution to your Plan account will occur as soon as possible; however, as the Settlement involves the Plan accounts for a large number of persons, processing all of those distributions may take some time. Your patience is appreciated.

14. Will I have to pay taxes on the additional employer contributions that I receive?

If you do nothing, under the Plan of Allocation proposed by Class Counsel and preliminarily approved by the Court, you will receive a pro rata distribution of the Settlement Fund. The parties intend to take reasonable steps to have the distribution made directly into Class Members' individual Plan accounts in a tax deferred manner (just like other previous Plan contributions). You should, however, consult your own tax advisor about the tax implications of any monies or employer contributions that you receive as part of the Settlement.

EXCLUSION & OBJECTIONS

15. If I want to get out of the settlement, what should I do?

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

- Your name, address, and telephone number;
- A statement that you want to be excluded from *Allman v. American Airlines, Inc. Pilot Retirement Program Variable Income Plan, et al.*, No. 14-cv-10138-IT (D. Mass.); and
- Your signature.

You must mail your exclusion request, postmarked no later than November 4, 2016, to:

United States District Court for the District of Massachusetts
Attn: Judge Indira Talwani / Exclusion From American Settlement
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210-3002

16. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Under the release in the Settlement Agreement, any Class Member who does not opt out will release their claims, causes of action, or requests for relief relating to the policy or formula by which contributions were determined and made to Class Members' Plan accounts for any period of Long-Term Military Leave that ended on or after January 1, 1997. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

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

No. If you exclude yourself from the Settlement, no supplemental Plan contributions will be made on your behalf and you will not receive any monetary payments in the Settlement.

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

Any Class Member may object to any aspect of the Settlement or attorneys' fees or expenses by filing a written objection with the Court. To object, you must send a letter or other written statement saying that you object to the Settlement, the Plan of Allocation and/or the attorneys' fee award. Include your name, address, telephone number, signature, the title of the case, *Allman v. American Airlines, Inc. Pilot Retirement Program Variable Income Plan, et al.*, No. 14-cv-10138-IT (D. Mass.), and an explanation of all reasons you object to the Settlement. Please be advised that failure to include these details may result in the Court refusing to consider your objection.

Your written objection must be postmarked no later than November 4, 2016, and mailed to:

United States District Court for the District of Massachusetts
Attn: Judge Indira Talwani / Comment on American Settlement
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210-3002

Your objection should state the supporting bases and reasons for the objection, identify any and all witnesses, documents or other evidence you would like to present at the Final Approval Hearing, and describe the substance of any testimony provided by you or other witnesses.

IF YOU DO NOT OBJECT IN THE MANNER DESCRIBED IN THIS NOTICE, THE COURT MAY CONCLUDE THAT YOU HAVE WAIVED ANY OBJECTION AND MAY NOT PERMIT YOU TO SPEAK AT THE FAIRNESS HEARING.

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

Objecting is simply telling the Court that you do not like or disagree with an aspect of the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you cannot object to the Settlement because you will not be bound by the Settlement.

THE FINAL APPROVAL HEARING

20. When and where will the Court hold the hearing?

The Court will hold the Final Approval Hearing (also called the Fairness Hearing) before the Honorable Indira Talwani in Courtroom 17 of the Boston Division of the United States District Court, District of Massachusetts, located at 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210, at 2:30 pm, on January 27, 2017. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.aapilotsuserraclassaction.com for updates. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, how much to pay Class Counsel in fees, what to reimburse Class Counsel for their expenses, and whether to provide Plaintiff with a service award because of his time and expense to bring this lawsuit. If there are objections or comments, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement and enter Final Judgment. We do not know how long these decisions will take. Please be patient.

21. Do I have to come to the Final Approval Hearing?

Your attendance is not required, even if you submit a written response. Class Counsel will answer questions the Court may have at the Final Approval Hearing on your behalf. If you or your personal attorney wants to attend the hearing, you may attend at your own expense. As long as any objection or comment you filed was postmarked by the deadline, the Court will consider it even if you do not attend the Final Approval Hearing.

22. May I speak at the Final Approval Hearing?

Yes, so long as you are a member of the Class and have properly and timely submitted a written response as set forth above and have stated in your response your intention to appear at the Final Approval Hearing.

23. What happens if I do nothing at all?

If you do nothing and you are entitled to participate in the Settlement proceeds, you will participate in those proceeds as described above if the Settlement is approved.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to serve as the attorneys for the Class:

<i>Lead Class Counsel</i>	<i>Liaison Class Counsel</i>
COHEN MILSTEIN SELLERS & TOLL PLLC R. Joseph Barton, Esq. Connor Grant-Knight, Paralegal 1100 New York Avenue, N.W., Suite 500 Washington, D.C. 20005-3934 Telephone: (202) 408-4600 Email: AAUSERRA@cohenmilstein.com	BLOCK & LEVITON LLP Jason Leviton, Esq. 155 Federal Street, Suite 1303 Boston, Massachusetts 02110 Telephone: (617) 398-5600
<i>Additional Class Counsel</i>	
CROTTY & SON LAW FIRM, PLLC Matthew Z. Crotty, Esq. 905 W. Riverside Ave., Suite 409 Spokane, WA 99201 Telephone: (509) 850-7011 LAW OFFICE OF THOMAS G. JARRARD LLC Thomas G. Jarrard, Esq. 1020 N. Washington Dt. Spokane, WA 99201 Telephone: (425) 239-7290	WASHINGTON LAWYERS' COMMITTEE FOR CIVIL RIGHTS AND URBAN AFFAIRS Peter Romer-Friedman, Esq. 11 Dupont Circle NW, Suite 400 Washington, DC 20036 Telephone: (202) 319-1000

The Court has approved these law firms to serve as Class Counsel. You have the right to hire your own attorney (at your own expense), but if you remain in the Class, you are not required to hire a separate attorney.

25. How will the lawyers for the Class be paid?

Class Counsel undertook this matter more than two and a half years ago on a wholly contingent basis. Subject to approval of the Court, Class Counsel is permitted to seek an award of attorneys' fees as a percentage of the Settlement Fund, and reimbursement of its expenses incurred during the litigation. These attorneys' fees pay for work the attorneys have performed on behalf of the Class and for work yet to be done in helping to administer the Settlement. Before the Final Approval Hearing, Class Counsel will seek the Court's approval of an award of attorneys' fees in the amount not to exceed 25% of the fund and reimbursement for lawsuit costs and expenses. Whether the Settlement is approved or not, you will not be required to directly pay any attorneys' fees or other expenses or costs, which will be paid only from the Settlement Fund in the amount approved by the Court.

SETTLEMENT NOT YET FINAL

26. Can the Settlement be terminated?

If there is no final Court approval of the proposed Settlement in this case, or if Class Counsel or Defendants withdraw from the Settlement in accordance with the Settlement Agreement, or if the Settlement is not consummated for any other reason, the Settlement Agreement will become null and void, and the parties will resume their former positions in the lawsuit.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice contains only a summary of the proposed Settlement and your rights as a potential Class Member. Full details of the Settlement are set forth in the Settlement Agreement. The Settlement Agreement and certain other documents about the litigation are available on Class Counsel's website at <http://www.cohenmilstein.com/case-study/american-airlines-pilots-userra-erisa-pension-contribution-litigation>. You may obtain additional information regarding the matters involved in this lawsuit by reviewing the papers on file in this litigation, which may be (a) inspected, during business hours, at the Office of the Clerk of Court, United States District Court for the District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210, or (b) accessed online for a fee by obtaining a password at www.uscourts.gov.

Please do not contact the American Airlines or any of the Defendants about this Settlement. They may not be able to give you additional information.

28. How do I ensure that I receive any updates?

If your contact information changes after you receive this Notice, you should contact Class Counsel. You may e-mail any updates to your contact information to Class Counsel at AAUSERRA@cohenmilstein.com.

29. Who do I call about questions?

If you have any questions about this Notice, or the lawsuit, you may contact Lead Class Counsel or the Settlement Administrator listed below.

<i>For Questions About the Settlement:</i>	
COHEN MILSTEIN SELLERS & TOLL PLLC R. Joseph Barton, Esq. Connor Grant-Knight, Paralegal 1100 New York Avenue, N.W., Suite 500 Washington, D.C. 20005-3934 Telephone: (202) 408-4600 Email: AAUSERRA@cohenmilstein.com	American Pilot USERRA Settlement Administrator c/o A.B. Data, Ltd. PO Box 170500 Milwaukee, WI 53217 Telephone: (877) 236-6116 Email: info@aapilotsuserraaction.com

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Dated: August 5, 2016

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS