

**IF BETWEEN NOVEMBER 16, 2005 AND APRIL 29, 2010 YOU CHECKED A BAG ON A DOMESTIC FLIGHT WITH US AIRWAYS, YOUR BAG WAS LOST OR DELAYED, AND BETWEEN NOVEMBER 16, 2005 AND APRIL 29, 2010 YOU REPORTED TO US AIRWAYS THAT YOUR BAG WAS LOST OR DELAYED AND DID NOT RECEIVE A REFUND OF THE CHECKED BAGGAGE FEE FOR THE LOST OR DELAYED BAG, YOU COULD RECEIVE A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*Para obtener una notificación en español, por favor llame o visite nuestra web.*

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE CHECK THE SETTLEMENT WEBSITE AT [WWW.CHECKEDBAGGAGESSETTLEMENT.COM](http://WWW.CHECKEDBAGGAGESSETTLEMENT.COM) REGULARLY FOR UPDATES AND FURTHER DETAILS.**

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

- This notice informs you of a proposed settlement in a class action lawsuit alleging that US Airways, Inc. and US Airways Group, Inc. (collectively “US Airways”) failed to deliver passenger baggage in a particular timeframe. (See Question 2.) US Airways denies that it did anything wrong or unlawful, and specifically denies that US Airways agreed to deliver passenger baggage in a particular timeframe. The Court has not ruled one way or the other regarding the validity of the claims in this lawsuit.
- The “Class” includes all passengers of US Airways who traveled on a domestic flight between November 16, 2005 and April 29, 2010, checked baggage that was lost or delayed, reported to US Airways during the Class Period that their checked baggage was lost or delayed, and whose checked baggage fee was not previously refunded.
- If you are a member of the Class (“Class Member”), you may be entitled to a cash payment. The “Class Period” is the period from November 16, 2005 through April 29, 2010.
- Your legal rights are affected whether you act or not. **Read this notice carefully because it explains decisions you must make and actions you must take now.**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>DO NOTHING</b>	Get no payment unless the Settlement Administrator is able to determine your current address using US Airways' records or other sources and you appear in US Airways' records as having, during the Class Period, checked a bag on a domestic flight with US Airways that was lost or delayed, reported the same to US Airways during the Class Period, and not received a refund of the checked baggage fee for the lost or delayed bag. Give up your rights to sue US Airways regarding any of the claims at issue in this case.
<b>SUBMIT A CLAIM FORM</b>	Submit a Claim Form by <b>February 21, 2019</b> to attest to being a Class Member and provide US Airways your current address for delivery of payment. (See Question 13.)
<b>EXCLUDE YOURSELF</b>	Exclude yourself by <b>February 21, 2019</b> and get no payment from the proposed settlement. This is the only choice that allows you to ever be part of any other lawsuit against US Airways about the claims at issue in this case. (See Question 16.)
<b>OBJECT</b>	You can write to the Court by <b>February 21, 2019</b> about why you don't like the settlement and why you don't think it should be approved. (See Question 21.)
<b>GO TO A HEARING</b>	You can ask by <b>March 25, 2019</b> to speak in Court about the fairness of the proposed settlement. (See Question 25.)

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, cancelled or otherwise modified, so please check the Settlement Website at [www.checkedbaggagesettlement.com](http://www.checkedbaggagesettlement.com) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the proposed settlement. If it does, and after any appeals are resolved in favor of the settlement, payments will be distributed to those who qualify. Please be patient.
- If you do not exclude yourself from the Class, the proposed settlement (if approved) will release certain claims and will affect your right to start or continue any other lawsuit or proceeding involving the claims at issue in this case. The release is set forth in a settlement agreement called the "Stipulation of Class Action Settlement," available at [www.checkedbaggagesettlement.com](http://www.checkedbaggagesettlement.com), and has been reprinted in full below. (See Question 11).

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## BASIC INFORMATION

### 1. Why was this notice issued?

This notice, given pursuant to an Order of the Court dated October 22, 2018, describes a proposed settlement of a class action against US Airways, Inc. and US Airways Group, Inc. (collectively “US Airways”), *Hayley Hickcox-Huffman v. US Airways, Inc. & US Airways Group, Inc.*, Case No. 10CV-05193 VKD, original complaint filed on November 16, 2010. The Court in charge of this lawsuit is the United States District Court for the Northern District of California. The person who sued is called the “Plaintiff” and US Airways is the “Defendant.”

This notice is provided because you have the right to know about a proposed settlement of a class action lawsuit, and about your rights and options, before the Court decides whether to approve the proposed settlement.

Plaintiff’s First Amended Complaint and the settlement agreement, called the “Stipulation of Class Action Settlement” or “Agreement,” are available at [www.checkedbaggagesttlement.com](http://www.checkedbaggagesttlement.com) and provide greater detail concerning this lawsuit and the rights and duties of the parties and Class Members.

**If you are a Class Member, your legal rights are affected whether you act or do not act, so please read this notice carefully.**

### 2. What is this lawsuit about?

The lawsuit claims that US Airways failed to deliver passenger baggage within a particular timeframe. US Airways denies that it did anything wrong or unlawful, and specifically denies that US Airways agreed to deliver passenger baggage in a particular timeframe. Plaintiff entered into the settlement to avoid the delay, risks, and increased costs associated with continued litigation, and believes the settlement is in the best interests of the Class. US Airways entered into a settlement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to eliminate future controversy with respect to this lawsuit. Accordingly, the parties have agreed to a proposed settlement, and US Airways has agreed, under the terms of the settlement, to provide you with an opportunity to submit a valid and timely Claim Form through which you may be eligible to receive monetary compensation. The Court has not decided who is right. Both sides have agreed to settle the dispute and give benefits to Class Members.

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

In a class action, one or more people called “Class Representatives” (in this case Plaintiff Hayley Hickcox-Huffman) sue on behalf of themselves and other people who have similar claims. Together, all of these people are “Class Members.” One Court resolves the issues for all Class Members in a class action, except for those who exclude themselves from the Class. (*See* Question 16.) United States District Court Magistrate Judge Virginia K. DeMarchi presides over this action.

### 4. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or US Airways. Instead, both sides have agreed to the proposed settlement. By agreeing to the proposed settlement, they avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this notice. The proposed settlement does not mean that any law was broken or that US Airways did anything wrong, or that the Plaintiff and the Class would or would not win their case if it were to go to trial. The parties believe that the proposed settlement is fair, reasonable, and adequate, and will provide substantial benefits to the Class.

Many of the relevant dates and deadlines arising from the settlement agreement, though not all, occur on or after the so-called “Effective Date.” The “Effective Date” means the date on which all terms of the settlement agreement become final and effective. A more detailed definition of the “Effective Date” and many other terms found herein that are not otherwise defined can be found in the Stipulation of Class Action Settlement at the Settlement Website, [www.checkedbaggagesttlement.com](http://www.checkedbaggagesttlement.com).

## WHO IS PART OF THE SETTLEMENT?

### 5. Who is included in the proposed settlement?

The Class includes all passengers of US Airways who traveled on a domestic flight between November 16, 2005 and April 29, 2010, checked baggage that was lost or delayed, reported to US Airways during the Class Period that their checked baggage was lost or delayed, and whose checked baggage fee was not previously refunded.

### 6. Are there exceptions to being included?

Specifically excluded from the Class are:

- (a) US Airways, its employees, principals, officers, directors, agents, affiliated entities, legal representatives, successors and assigns;
- (b) The judges to whom the lawsuit has been or is assigned and any members of their immediate families; and
- (c) All persons who have filed a timely Request for Exclusion from the Class. (Explained further under Questions 16-18 below.)

The proposed settlement does not include a release of any claims for personal injury. (See Question 11 below.)

### 7. What if I'm still not sure if I'm included?

If you are not sure whether you are a Class Member, or have any other questions about the settlement, visit the website, [www.checkedbaggageclaim.com](http://www.checkedbaggageclaim.com), or call the toll free number, 1-844-789-9819. You may also send questions to the Settlement Administrator at *Hickcox-Huffman v. US Airways, Inc.* Settlement Administrator, P.O. Box 404000, Louisville, KY 40233-4000.

## THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

### 8. What does the settlement provide?

If the settlement is approved and becomes final, US Airways will pay no more than \$9,850,000.00 to create a Settlement Fund. This \$9,850,000.00 represents US Airways' total financial commitment under the settlement, and will be used to make payments to Authorized Claimants (see Question 13), as well as to pay for costs associated with the notice and administration of the settlement, Attorneys' Fees and Expenses (see Question 20), and a special service payment (or "Incentive Award") to the Class Representative (see Question 20).

The settlement agreement, called the "Stipulation of Class Action Settlement" or "Agreement," available at [www.checkedbaggageclaim.com](http://www.checkedbaggageclaim.com), has more information regarding the settlement.

### 9. What can I get from the Settlement?

You may be entitled to a cash payment, the amount of which will vary based on the number of Authorized Claimants (see Question 13). The initial cash payment to the Authorized Claimants will be determined by deducting the payment of Settlement Administration Costs, any Incentive Award to Plaintiff, and any Award of Attorneys' Fees and Expenses from US Airways' total financial commitment of \$9,850,000.00 and then dividing the remaining amount equally between all Authorized Claimants.

### 10. What happens if there are any funds remaining?

After the payment of Settlement Administration Costs, any Incentive Award to Plaintiff, initial cash awards to Authorized Claimants, and the Award of Attorneys' Fees and Expenses, all remaining funds of US Airways' total financial commitment of \$9,850,000.00 (if any) and cash awards that are not redeemed before the Expiration Date (120 days after the issuance of the award) or that are returned to the Settlement Administrator as undeliverable after mailing to the Authorized Claimant, shall comprise the Residual Funds and shall be distributed as follows:

To the extent economically feasible taking into account all costs associated therewith, the Settlement Administrator will distribute, in the form of a supplemental payout no later than 30 days after the Expiration Date, the Residual Funds *pro rata* among the Authorized Claimants that cashed the initial payment of the cash awards.

If the payment of the Residual Funds to Authorized Claimants is not economically feasible, the Settlement Administrator will distribute the Residual Funds *cy près* in the form of a cash donation to the AARP Foundation. The Settlement Administrator will also distribute to the AARP Foundation the total value of any cash awards paid in the supplemental payout described in the paragraph above that are not cashed within one hundred and twenty (120) calendar days of the date issued. Any remaining funds will not be returned to US Airways under any circumstances. All costs associated with or arising from the payout of any Residual Funds, whether to the Authorized Claimants or a *cy près* recipient, will be paid out of the Residual Funds, if any.

## **11. What am I giving up if I stay in the Class?**

**If you meet the definition of a Class Member, you are part of the Class unless you exclude yourself.**

This means that you can't sue, continue to sue, or be part of any other lawsuit, arbitration, or other proceeding against US Airways or any other "Released Party" about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. **You are a Class Member and bound by the settlement whether or not you file a Claim Form or receive a payment.**

When and if the settlement is approved, Plaintiff and Class Members who do not validly exclude themselves from the Class pursuant to the settlement, will be deemed to have released US Airways and other "Released Parties" (as defined in the Agreement) from any and all Released Claims (as defined in the Agreement).

**A word-for-word copy of the Release sections from the Agreement is copied below. Please carefully read the following excerpts from the Agreement regarding "Released Claims":**

**"Released Claims"** means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state, or local) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including Unknown Claims as of the Notice Date by Plaintiff and all Class Members (and Plaintiff's and Class Members' respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that: were asserted or that could have been reasonably asserted in the Action against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or referred to in the Action (including, but not limited to, the claims brought in the First Amended Complaint); or relate in any way to communications, disclosures, representations, statements, claims, nondisclosures and/or omissions, advertising, and/or marketing of or concerning US Airways' transportation of passenger checked baggage made through any medium. Notwithstanding any other provision of this Agreement, "Released Claims" do not include claims for personal injuries. Plaintiff and Class Members are not releasing any claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action relating to personal injuries.

**"Released Parties"** shall be defined and construed broadly to effectuate a complete and comprehensive release, and means US Airways and any of its respective related companies, predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, shareholders, partners, principals, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, customers, subrogees and assigns. It is expressly understood that, to the extent a Released Party is not a Party to this Agreement, all such Released Parties are intended third party beneficiaries of this Agreement.

**“Releasing Parties”** means Plaintiff, Plaintiff’s Counsel, and all Class Members, and any person claiming by or through each Class Member, including but not limited to spouses, children, wards, heirs, devisees, legatees, invitees, employees, associates, co-owners, attorneys, agents, administrators, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, or affiliates.

Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Final Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties. In connection with the Released Claims, each Releasing Party shall be deemed as of the Effective Date to have expressly, knowingly, and voluntarily waived any and all provisions, rights, benefits conferred by Section 1542 of the California Civil Code, and any statute, rule, and legal doctrine similar, comparable, or equivalent to Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In connection with such waiver and relinquishment, the Releasing Parties hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims, whether known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the Releasing Parties expressly acknowledges that he/she has been advised by his or her attorney of the contents and effect of Section 1542, and with knowledge, each of the Parties hereby expressly waives whatever benefits he/she may have had pursuant to such section. Plaintiff and Class Members are not releasing any claims for personal injuries. Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the settlement of which this release is a part.

The Agreement is available at [www.checkedbaggageSettlement.com](http://www.checkedbaggageSettlement.com) and describes the claims that you give up if you remain in the settlement in further detail.

**12. When will I get my payment, if any?**

The Court will hold a Fairness Hearing on **April 1, 2019**, during which it will decide whether it will finally approve all terms of the settlement. If the Court approves the settlement, there may be appeals or other challenges. Payment is contingent upon the Court’s final approval of the proposed settlement. After the Court enters an order and judgment finally approving the settlement and all objections and appeals (if any) are resolved, the checks will be mailed within forty-five (45) calendar days.

The progress of the approval process and expected dates of payment will be updated periodically on [www.checkedbaggageSettlement.com](http://www.checkedbaggageSettlement.com) and can also be obtained by calling 1-844-789-9819 toll free.

If there are appeals, resolving them can take time (potentially more than a year). Please be patient.

**HOW TO RECEIVE A PAYMENT**

**13. How can I get a payment?**

Only “Authorized Claimants” will receive payment. An Authorized Claimant is a Class Member who complies with all of the conditions and requirements specified in the Agreement, whose current address the Settlement Administrator is able to determine using US Airways’ records or other sources, and who either (a) appears in US Airways’ records as having, during the Class Period, checked a bag on a domestic flight with US Airways that was lost or delayed, reported to US Airways that his or her checked baggage was lost or delayed, and not

received a refund of the checked baggage fee for the lost or delayed bag or (b) prior to the Claim Deadline submits a valid Claim Form and attests under penalty of perjury pursuant to 28 U.S.C. § 1746 that he or she checked a bag with US Airways on a domestic flight between November 16, 2005 and April 29, 2010 that was lost or delayed, reported to US Airways during the Class Period that his or her checked baggage was lost or delayed, and did not receive a refund of the checked baggage fee for the lost or delayed bag (hereinafter referred to as an “Authorized Claimant”).

A Class Member who satisfies subdivision (a) above may submit a Claim Form pursuant to subdivision (b) above in order to provide US Airways with a current and accurate address without negatively affecting his or her rights to a cash award. You may view and submit a Claim Form online as well as view other relevant documents by visiting [www.checkedbaggageclaim.com](http://www.checkedbaggageclaim.com). Please read the instructions carefully, and fill out the form completely and accurately.

Claim Forms can be submitted two ways: electronically or by mail. If you submit a Claim Form, you must do so electronically at [www.checkedbaggageclaim.com](http://www.checkedbaggageclaim.com) no later than **February 21, 2019** or by mail postmarked no later than **February 21, 2019** and mailed to: *Hickcox-Huffman v. US Airways, Inc.* Settlement Administrator, P.O. Box 404000, Louisville, KY 40233-4000.

#### **14. What is the claim process?**

The Settlement Administrator will undertake to determine the current addresses of Class Members using US Airways’ records and other sources and also review each Claim Form.

Claim Forms that do not meet the terms and conditions of the Agreement or that the Settlement Administrator determines to be fraudulent or otherwise ineligible for relief shall be rejected by the Settlement Administrator. The Settlement Administrator shall have ten (10) days from the date the settlement is final (if there have been no appeals, or if any appeals have been withdrawn or rejected) to exercise the right of rejection. The Settlement Administrator shall notify the Class Member of the rejection using the contact information provided in the Claim Form, including via electronic mail.

Counsel for Plaintiff and the Class (“Class Counsel”) and counsel for US Airways (“Defense Counsel”) shall be provided with copies of all such rejection notifications to Class Members. If any claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant must, **within fifteen (15) business days from receipt of the rejection**, transmit to the Settlement Administrator by e-mail or U.S. mail a notice and statement of reasons indicating the claimant’s grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of the claim. If Class Counsel and Defense Counsel cannot agree on a resolution of claimant’s notice contesting the rejection, the disputed claim shall be presented to the Court for summary and non-appealable resolution. No person shall have any claim against US Airways, Defense Counsel, Plaintiff, Plaintiff’s Counsel, the Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Agreement.

If a claim is not contested, you will receive payment for that claim in accordance with the terms of the Agreement. All usual and customary steps to prevent fraud and abuse in the Claim Process will be taken. This includes denying claims in whole or in part to prevent fraud or abuse. Class Counsel and US Airways will be provided a report on the denial of any claim and may recommend additional action including payment.

The Court will hold a Fairness Hearing on **April 1, 2019 at 10:00 a.m.**, to decide whether or not to approve the proposed settlement. The Court must finally approve the proposed settlement before any payments can be made. The Court will grant its approval only if it finds that the proposed settlement is fair, reasonable, and adequate. In addition, the Court’s order may be subject to appeals. It is always uncertain when these appeals will be resolved, and resolving them takes time, sometimes more than a year.



## 15. What if I do nothing?

If you are a Class Member and you do nothing and the Settlement Administrator is not able to determine your current address using US Airways' records or other sources, you will not get any payment from the settlement and you will be bound by the Court's decisions and the settlement's Release. (See Question 11.)

Unless you exclude yourself from the Class, if the settlement is approved you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against US Airways or the "Released Parties" about the claims in this lawsuit, **ever again**, regardless of whether you submit a Claim Form.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue US Airways on your own about the legal issues in this case, then you must take steps to remove yourself from the Class. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Class.

## 16. How can I get out of the settlement?

To exclude yourself from the Class (or "opt out"), you must send by U.S. mail a letter or written request to the Settlement Administrator or submit the online Request for Exclusion form on the Settlement Website prior to the Opt Out Date. Your request must include all of the following:

1. Your full name and current address;
2. A clear statement that you wish to be excluded from the Class, do not wish to be a Class Member, and elect to be excluded from any judgment entered pursuant to the settlement;
3. The case name and case number: *Hayley Hickcox-Huffman v. US Airways, Inc. & US Airways Group, Inc.*, Case No. 10CV-05193 VKD; and
4. Your signature (you must personally sign the letter).

Please write "**REQUEST FOR EXCLUSION**" on the lower left-hand corner of the front of the envelope.

Your exclusion request must be postmarked or submitted online no later than **February 21, 2019**. Send your request to: *Hickcox-Huffman v. US Airways, Inc.* Settlement Administrator, P.O. Box 404000, Louisville, KY 40233-4000.

## 17. If I exclude myself, can I still get a payment?

No. You will not get a payment if you exclude yourself from the settlement. If you request exclusion from the Class, then:

- You will not be eligible for payment under the proposed settlement;
- You will not be allowed to object to the terms of the proposed settlement; and
- You will not be bound by any subsequent rulings entered in this case if the proposed settlement is finally approved.

However, if your request for exclusion is late, not complete, or otherwise rejected by the Settlement Administrator, you will still be a part of the Class, you will be bound by the settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

## 18. If I don't exclude myself, can I sue US Airways for the same thing later?

No. If the Court approves the proposed settlement and you do not exclude yourself from the Class, you give up (or "fully, finally and forever release, relinquish, and discharge") all Released Claims against the Released Parties, as set forth above in response to Question 11.

As part of this settlement, the Court has preliminarily stopped all Class Members and/or their representatives (who do not timely exclude themselves from the Class) from filing, participating in, or continuing litigation against US Airways (or against any of its related parties or affiliates), and/or from receiving any benefits from any other lawsuit relating to the claims being resolved in this case.

If you have a pending lawsuit, arbitration, or other proceeding against US Airways, speak to your lawyer in that lawsuit or proceeding. You must exclude yourself from the Class to continue litigating the claims this settlement resolves. Remember, the exclusion deadline (or “Opt Out Date”) is **February 21, 2019**.

Upon final approval of the settlement, Plaintiff and US Airways will ask the Court to enter a permanent ruling forbidding all Class Members and/or their representatives and/or personnel from suing, or continuing to sue US Airways regarding any of the Released Claims. All Class Members will be bound by this order.

The representative Plaintiff and his lawyers will not represent you as to any claims you choose to pursue against US Airways.

## THE LAWYERS REPRESENTING THE CLASS

### 19. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firms of Karczag and Associates PC, Foley Bezek Behle & Curtis, LLP, and the Law Office of William M. Aron to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called “Class Counsel.” You will not be charged for the services of these lawyers. You may contact Class Counsel as follows:

Robert A. Curtis <a href="mailto:rcurtis@foleybezek.com">rcurtis@foleybezek.com</a> Foley Bezek Behle & Curtis, LLP 15 West Carrillo Street Santa Barbara, California 93101 Telephone: (805) 962-9495 Facsimile: (805) 962-0722	Justin P. Karczag <a href="mailto:Justin@karczagandassociates.com">Justin@karczagandassociates.com</a> Karczag and Associates PC 1100 Wilshire Boulevard Suite 3307 Los Angeles, California 90017 Telephone: (213) 559-7395 Facsimile: (213) 559-7396	William M. Aron <a href="mailto:aron@aronlawyers.com">aron@aronlawyers.com</a> Law Office of William M. Aron 15 West Carrillo Street Santa Barbara, California 93101 Telephone: (805) 618-1768 Facsimile: (805) 618-1580
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You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

Class Counsel, Defense Counsel, or the Settlement Administrator may **not** advise you on the tax consequences of participating or not participating in the settlement.

### 20. How will the lawyers be paid?

Class Counsel have worked on this case since 2010 and have not been paid anything to date for their work. Class Counsel will request attorneys’ fees not to exceed \$2,955,000.00 and reimbursement of costs and expenses not to exceed \$50,000.00, which will be paid no later than ten (10) days after the Effective Date using a portion of the \$9,850,000.00 Settlement Fund.

Class Counsel will also ask the Court for a special service payment (or “Incentive Award”) of up to \$10,000.00 for the Class Representative, Hayley Hickcox-Huffman, for her work on behalf of the Class. Any special service payment also must be approved by the Court and any awarded amounts also will be paid using a portion of the \$9,850,000.00 Settlement Fund, which will be paid no later than ten (10) days after the Effective Date using a portion of the \$9,850,000.00 Settlement Fund.

The Court has to approve any Attorneys’ Fees and Expenses and Incentive Award requested by Class Counsel and Plaintiff in this case. Class Counsel’s motions for these Attorneys’ Fees and Expenses or Incentive Awards will be filed on or before **February 7, 2019** and posted at [www.checkedbaggageclaim.com](http://www.checkedbaggageclaim.com).

## OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the settlement or any or all of its terms.

### 21. How can I tell the Court if I do not like the settlement?

If you are a Class Member but do not like the proposed settlement and think the Court should not approve it, you may object. Objecting is simply telling the Court that you don't like something about the settlement. The Court will consider your views. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

**You can object only if you stay in the Class (i.e., if you do not “opt out” or exclude yourself).** As a Class Member, you will be bound to the Agreement and Court orders regardless of your objection and regardless of whether you believe the terms of the settlement are favorable to the Class. You will be bound even if you have another claim, lawsuit, arbitration or other proceeding pending against US Airways.

To object, you must **file** a timely, written, compliant, objection with the Court, through the Court's Case Management/Electronic Case Files (“CM/ECF”) system) or through any other method in which the Court will accept filings, if any, no later than **February 21, 2019**. Members of the Class who fail to file timely and fully-compliant written objections as described here and in the Agreement shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

Your written objection **must** include:

- (1) your full name;
- (2) your current address;
- (3) a written statement of your objection(s) and the reasons for each objection;
- (4) a statement of whether you intend to appear at the Fairness Hearing;
- (5) your signature;
- (6) a statement, sworn to under penalty of perjury pursuant to 28 U.S.C. § 1746, attesting to the fact that you checked a bag on a domestic flight with US Airways between November 16, 2005 and April 29, 2010 that was lost or delayed, reported to US Airways during the Class Period that your checked baggage was lost or delayed, and did not receive a refund of the checked baggage fee for the lost or delayed bag;
- (7) details of your checked baggage on a domestic flight with US Airways, including the date and location of the airport at which you checked the baggage and the location of the destination airport at which you reported the bag lost or delayed; and
- (8) the case name and case number: *Hayley Hickcox-Huffman v. US Airways, Inc. & US Airways Group, Inc.*, Case No. 10CV-05193 VKD.

Objections that are served on the Parties but not filed with the Court pursuant to the Court's CM/ECF system, or any other method in which the Court will accept filings, if any, shall not be received or considered by the Court at the Fairness Hearing. Objections that do not contain all of the information itemized above shall not be considered by the Court at the Fairness Hearing.

Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a Notice of Intention to Appear to Class Counsel identified and to Defense Counsel, and file said notice with the Court, no later than **March 25, 2019**, or as the Court may otherwise direct.

If you file objections, but the Court approves the settlement as proposed, you can still complete a Claim Form to be eligible for payment under the settlement, subject to the terms and conditions discussed in this notice and in the settlement agreement called the “Stipulation of Class Action Settlement.”

## **22. What is the difference between objecting and asking to be excluded?**

Objecting is simply a way of telling the Court that you don't like something about the settlement. You can only object if you stay in the Class. You will also be bound by any subsequent rulings in this case and you will not be able to file or participate in any other lawsuit based upon or relating to the claims of this lawsuit. If you object to the settlement, you still remain a Class Member and you will still be eligible to submit a Claim Form. Excluding yourself is telling the Court that you don't want to be a part of the Class. If you exclude yourself, you have no basis to object to the settlement and appear at the Fairness Hearing because it no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a final hearing (called a Fairness Hearing) to decide whether to finally approve the settlement. You may attend and ask to speak, but you don't have to.

## **23. When and where will the Court decide whether to approve the settlement?**

On **April 1, 2019 at 10:00 a.m.**, the Court will hold a Fairness Hearing at the United States District Court for the Northern District of California, before the Honorable Virginia K. DeMarchi, Magistrate Judge, in Courtroom 2, 5th Floor, 280 South 1st Street, San Jose, California 95113.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.checkedbaggagesttlement.com](http://www.checkedbaggagesttlement.com) for updates. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also decide whether to award Attorneys' Fees and Expenses and Plaintiff's Incentive Award.

If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

## **24. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Fairness Hearing without further notice, so it is a good idea to check the Settlement Website [www.checkedbaggagesttlement.com](http://www.checkedbaggagesttlement.com) for updates. If you are planning to attend the hearing, you should confirm the date and time on this website before going to the Court.

## **25. May I speak at the Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the hearing. To do so, you must **file** a document called a "Notice of Intention to Appear" through the Court's Case Management/Electronic Case Files ("CM/ECF") system or through any other method in which the Court will accept filings, if any.

Your Notice of Intention to Appear at the Fairness Hearing must be filed and received by the Court no later than **March 25, 2019**.

## **GETTING ADDITIONAL INFORMATION**

## **26. How can I get more information?**

This notice summarizes the proposed settlement. More details are in the settlement agreement which is called the "Stipulation of Class Action Settlement" or "Agreement." For a complete, definitive statement of the settlement terms, refer to the Agreement at [www.checkedbaggagesttlement.com](http://www.checkedbaggagesttlement.com), access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, 5th Floor, Courtroom 2, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You also may write with questions to the Settlement Administrator at *Hickox-Huffman v. US Airways, Inc.* Settlement Administrator, P.O. Box 404000, Louisville, KY 40233-4000 or call 1-844-789-9819 toll free.

**PLEASE DO NOT CALL THE COURT**