

## **You May Be Entitled to a Refund of Baggage Fees From American Airlines Under a Class Action Settlement.**

**PLEASE READ THIS NOTICE CAREFULLY.**

**THIS NOTICE RELATES TO A CLASS ACTION LAWSUIT. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASSES (defined below), THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

*A federal court directed this notice. This is not a solicitation from a lawyer. You are not being sued.*

A Settlement has been reached in a class action lawsuit alleging that American Airlines, Inc. (“American”) incorrectly charged certain passengers to check their bags. American denies the allegations in the lawsuit, and the Court has not decided who is right. The Settlement Agreement and other important documents are available for review at [www.bagfeesettlement.com](http://www.bagfeesettlement.com).

Settlement Class Members who **file claims** by the claims deadline will be eligible to receive a Refund from the Settlement. **Refunds will range from \$25.00 to \$200.00 for each charged checked bag. Only Settlement Class Members who file claims by the claims deadline will receive Refunds.** (See Questions 7 through 10 below for more detail, including about how to file a claim.)

Your legal rights are affected whether you act or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>FILE A CLAIM</b>	File a claim online or by mail no later than <b>March 15, 2023</b> . This is the only way to get a Refund. See Questions 6 through 9 below.
<b>EXCLUDE YOURSELF</b>	Request to be excluded from the Settlement (sometimes called “opting out”) and receive no payment from the Settlement. This is the only option that allows you to separately sue American for the same claims or be part of any other lawsuit against American about the legal claims covered by the Settlement. The deadline to exclude yourself is <b>January 18, 2023</b> . See Question 10 below for details.
<b>OBJECT OR COMMENT ON THE SETTLEMENT</b>	Object or comment on the Settlement by <b>January 18, 2023</b> . See Question 14 for details. You do not have to comment or object, and submitting a comment or objection is not a substitute for filing a claim to receive a Refund.
<b>DO NOTHING</b>	Get no payment. Give up your right to be part of this Settlement or any other lawsuit against American about the same legal claims covered by this Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court still must decide whether to approve the Settlement. If it does, and after any appeals are resolved, payments will be distributed to those who file timely and valid claims. Please be patient.

**QUESTIONS? CALL 1-877-868-6827 OR GO TO [www.bagfeesettlement.com](http://www.bagfeesettlement.com).**

## WHAT THIS NOTICE CONTAINS

<b>A. BASIC INFORMATION.....</b>	<b>PAGE 3</b>
1. Why is there a notice?	
2. What is this case about?	
3. Why is this a class action?	
4. Why is there a settlement?	
<b>B. WHO IS PART OF THE SETTLEMENT.....</b>	<b>PAGE 4</b>
5. Who is included in the Settlement?	
<b>C. WHAT YOU MAY GET FROM THE SETTLEMENT .....</b>	<b>PAGE 4</b>
6. What does the Settlement provide?	
7. How do I get a Refund?	
8. How do I file a claim?	
9. What happens after I submit a Claim Form?	
10. When will I receive my payment?	
<b>D. EXCLUDING YOURSELF FROM THE SETTLEMENT.....</b>	<b>PAGE 6</b>
11. How do I exclude myself from the Settlement?	
12. If I do not exclude myself, can I sue American for the Checked Bag Fees later?	
13. If I exclude myself, can I still get a payment?	
<b>E. OBJECTING OR COMMENTING ON THE SETTLEMENT.....</b>	<b>PAGE 7</b>
14. How do I object or comment?	
15. What is the difference between objecting and asking to be excluded?	
<b>F. THE LAWYERS REPRESENTING THE CLASSES .....</b>	<b>PAGE 8</b>
16. Do I have a lawyer in the case?	
17. How will the lawyers be paid?	
<b>G. THE COURT'S FAIRNESS HEARING .....</b>	<b>PAGE 8</b>
18. When and where will the Court decide whether to approve the Settlement?	
19. Do I have to attend the hearing?	
20. May I speak at the hearing?	
<b>H. IF YOU DO NOTHING .....</b>	<b>PAGE 9</b>
21. What happens if I do nothing at all?	
<b>I. GETTING MORE INFORMATION.....</b>	<b>PAGE 10</b>
22. How do I get more information?	

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## A. BASIC INFORMATION

### 1. Why is there a notice?

This notice is to inform you about the proposed Settlement of a class action lawsuit and your rights and options. This notice describes the lawsuit, the proposed Settlement, your legal rights, payments (“Refunds”) that are available as a result of the Settlement, and who can get them.

District Court Judge Reed C. O’Connor of the United States District Court for the Northern District of Texas is overseeing the proposed Settlement in the case titled *Cleary, et al. v. American Airlines, Inc.*, No. 4:21-cv-00184-O (the “Case”). The proposed Settlement will resolve the claims made against American in the Case on behalf of all Settlement Class Members who do not request exclusion. The people who sued are called the “Plaintiffs.” American is the “Defendant.”

### 2. What is this case about?

This Case alleges that American incorrectly charged certain customers baggage fees after February 23, 2017, for tickets purchased before April 9, 2020 (“Case Timeframe”), breaching American’s contract with these customers. When customers buy tickets from American for air travel, a contract is formed in which American promises certain customers that they can check a certain number of their bags for no charge, depending on route of travel, cabin of service, frequent flyer status, or other reasons. This Case alleges that during the Case Timeframe, American breached its contract with Settlement Class Members by charging them to check one or more of their bags despite promises that they could do so for no charge. American denies that it breached its agreements with its customers or that it did anything wrong. The Petition in this Case and American’s Answer are available at [www.bagfeesettlement.com](http://www.bagfeesettlement.com).

The Settlement resolves the lawsuit. The Court has not decided who is right.

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

In a class action, one or more people called “Class Representatives” (in this Case, Plaintiffs William Cleary and Filippo Ferrigni) sue on behalf of themselves and people who have similar claims. Together, all of those people are members of the “Settlement Classes” (see Question 5 below). The Court has certified this lawsuit as a class action.

### 4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or American. Instead, both sides have agreed to a settlement. That way, they avoid the cost and risk of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the Refunds described in this notice.

**QUESTIONS? CALL 1-877-868-6827 OR GO TO [www.bagfeesettlement.com](http://www.bagfeesettlement.com).**

## B. WHO IS PART OF THE SETTLEMENT

### 5. Who is included in the Settlement?

The Settlement Classes consists of all people who:

1. traveled on American Airlines (“American”);
2. were charged to check a bag on or after February 24, 2017, for tickets issued prior to April 9, 2020 (the “Case Timeframe”); and
3. meet the criteria of either or both subsections (a) and (b) below:
  - a. received an email confirming purchase of the air travel (a “Confirmation Email”) that stated that passengers could check one or more bag for that ticketed trip for no charge or for “USD0.00”; or
  - b. held an American Citi or Barclay’s credit card entitling the passenger to check a first bag for free and were traveling within the United States. This includes passengers on international itineraries who were charged to check a first bag, of standard weight and size, for the entirely domestic portion of such itineraries in addition to the international portions of those itineraries.

Those American passengers who meet the above criteria are Settlement Class Members and have claims for Refunds.

Excluded from the Settlement Classes are (a) American and its respective parents, subsidiaries, divisions, affiliates, associated entities, business units, predecessors in interest, successors, successors in interest, and representatives and each of their respective immediate family members; (b) Class Counsel (defined below); and (c) the Judges who have presided over the Litigation and any related cases.

## C. WHAT YOU MAY GET FROM THE SETTLEMENT

### 6. What does the Settlement provide?

Refunds will be sent to all Settlement Class Members who file timely and verified Claims. Each Settlement Class Member who files a timely and verified Claim will receive a 100% refund of all charged baggage fees during the Case Timeframe.

In no event will American pay less than \$7,500,000.00 in total payments to Settlement Class Members under the Settlement. If the total baggage fees for all timely and verified Claims is less than \$7,500,000.00, then the payments to Settlement Class Members who submitted timely and verified Claims will be increased on a *pro rata* basis, meaning they will each receive greater than 100% refunds of the baggage charges at issue.

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Any Settlement Class Member who was charged to check his or her bag(s) on multiple different occasions during the Case Timeframe is eligible to receive a refund for each of those charges if they submit a timely and verified Claim.

Each baggage charge will only be refunded once. For example, if you should have been entitled to check a bag at no charge both because you had elite frequent flyer status and also because you purchased a ticket in a premium cabin, you may only recover the overcharged amount for that bag once.

## 7. How do I get a Refund?

To receive a Refund, you must **file a claim** by no later than **March 15, 2023**.

## 8. How do I file a claim?

**File Online:** To file a claim online, visit [www.bagfeesettlement.com](http://www.bagfeesettlement.com) and complete and electronically submit a Claim Form.

**File By Mail:** Or, if you received notice of this Settlement by mail, you can fill out the postage prepaid Claim Form that is attached to that notice and mail it to the address listed on the form. If you did not receive a Claim Form by mail, you can print a paper Claim Form, available at [www.bagfeesettlement.com](http://www.bagfeesettlement.com), fill it out, and mail it to the address listed on the form.

Claims must be filed online or postmarked by no later than **March 15, 2023**.

If you are the executor or administrator of a Settlement Class Member's estate, see the instructions at [www.bagfeesettlement.com](http://www.bagfeesettlement.com) explaining how to file a claim for the estate.

## 9. What happens after I submit a Claim Form?

American will provide Refunds to Settlement Class Members only if they timely submit a Claim Form. Once a Claim Form is submitted, American will check its computer records to verify that the person submitting the Claim Form is a Settlement Class Member entitled to a Refund, and determine the Settlement Class Member's Refund amount.

There may be circumstances in which a person who submits a Claim Form will not be entitled to a Refund. For example, American could review its records and determine that the person submitting the Claim Form does not meet the criteria above in Question 5. Similarly, a Settlement Class Member may have already been refunded by American for all charged baggage fees, and, therefore, would not be entitled to receive a Refund through this process.

Prior to receiving payment, the Settlement Administrator will inform you of your Refund. If you do not agree with the Refund amount or the determination that you are not entitled to a Refund, you have the opportunity to dispute the decision.

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## 10. When will I receive my payment?

Payments for timely and Valid Claims will be made if the Court grants final approval of the Settlement and the Settlement becomes final. We do not know how long that will take. Please be patient.

## D. EXCLUDING YOURSELF FROM THE SETTLEMENT

### 11. How do I exclude myself from the Settlement?

If you want to exclude yourself from the Settlement and preserve your claims against American for the claims that are covered by the Settlement, you must request exclusion (or “opt out”) of the Settlement. If you exclude yourself, you are not eligible to receive a Refund or to object to the Settlement, but you will retain the right to bring claims against American for the claims covered by the Settlement.

To opt out of the Settlement, you must mail or email a request for exclusion to:

CLEARY V. AMERICAN AIRLINES SETTLEMENT  
c/o A.B. DATA, LTD.  
P.O. BOX 173053  
MILWAUKEE, WI 53217

To be effective, your request for exclusion must be postmarked or emailed no later than January 18, 2023, and must include the following information:

- The name of this case (*Cleary, et al. v. American Airlines, Inc.*);
- A statement that you desire to be excluded from the Settlement; and
- Your personal signature.

You cannot opt out by phone, or in any other way other than as described in this Question 11.

You may opt out of the Settlement only for yourself, a minor child, as the executor or administrator of a Settlement Class Member’s estate, Court-approved guardian, or for a Settlement Class Member for whom you have a signed power of attorney.

### 12. If I do not exclude myself, can I sue American for the Checked Bag Fees later?

No. Unless you opt out pursuant to the instructions in Question 11, you give up any right you might have to sue American for the same checked bag fees covered by this Settlement. The claims you are giving up (“releasing”) are described in detail in the Settlement Agreement, available at [www.bagfeesettlement.com](http://www.bagfeesettlement.com).

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

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No. If you opt out, you are not eligible to receive a Refund under the Settlement.

## E. OBJECTING OR COMMENTING ON THE SETTLEMENT

### 14. How do I object or comment?

If you are a Settlement Class Member (and do not opt out of the Settlement), you can object or comment on the Settlement or any part of it. To be considered, your objection or comment must be filed with or mailed to the Court at the address listed below, and must also be mailed to the Settlement Administrator, Class Counsel, and American’s Counsel at the addresses listed below, and must include the following:

1. Your name, address, telephone number, and email address (if you have one); and, if represented by counsel, the name, address, and telephone number of your counsel;
2. A statement that you are a member of the Settlement Classes and paid checked baggage fees on or after February 24, 2017, for tickets purchased on or before April 8, 2020;
3. A statement of all your objections to the Settlement;
4. The identity of all counsel who represent you in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection; and
5. A statement of whether you intend to appear at the Fairness Hearing, either with or without counsel, and if with counsel, the name, address, and telephone number of your counsel who will attend.

To be considered, your objection must be filed/postmarked by no later than January 18, 2023.

<u>The Court</u>	<u>Settlement Administrator</u>	<u>Class Counsel</u>	<u>American’s Counsel</u>
United States District Court 501 West 10th Street, Room 310 Fort Worth, TX 76102-3673	CLEARY V. AMERICAN AIRLINES SETTLEMENT c/o A.B. DATA, LTD. P.O. BOX 173053 MILWAUKEE, WI 53217	Oren S. Giskan Giskan Solotaroff & Anderson LLP 90 Broad St., 2nd Floor New York, NY 10004	U. Gwyn Williams David C. Tolley Samuel A. Townsend Latham & Watkins LLP 200 Clarendon St. 27 <sup>th</sup> Floor Boston, MA 02116

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

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt out. If you object you are still eligible to receive a Refund under the Settlement if you submit a Valid Claim Form. Opting out is telling the Court that you do

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not want to be part of the Settlement. If you opt out, you have no basis to object to the Settlement because it no longer affects you.

## F. THE LAWYERS REPRESENTING THE CLASSES

### 16. Do I have a lawyer in the case?

Yes. The Court has appointed Giskan Solotaroff & Anderson LLP, Tusa P.C., and Lieff Cabraser Heimann & Bernstein LLP as “Class Counsel” to represent you and all other Settlement Class Members.

You will not be charged for these lawyers’ services. Their attorneys’ fees and costs awarded by the Court will be paid to Class Counsel directly by American and will not reduce the Refunds provided to Settlement Class Members under the Settlement. If you want to be represented by another lawyer, you may hire one at your own expense.

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

Class Counsel will ask the Court to award up to \$2,850,000.00 for attorneys’ fees and to reimburse reasonable expenses they incurred in the Case. In addition, Class Counsel will ask the Court to award each of the two Plaintiffs representing the Settlement Classes service awards of up to \$10,000.00 each to compensate them for their efforts and commitment on behalf of the Settlement Classes in this lawsuit. Any attorneys’ fees, expenses, and service awards awarded by the Court will be paid by American separate from (*i.e.*, on top of), and will not reduce, the Refunds paid to Settlement Class Members under the Settlement.

The Court will determine the amount of attorneys’ fees, expenses, and service awards to award. Class Counsel’s application for attorneys’ fees, expenses, and service awards will be available at [www.bagfeesettlement.com](http://www.bagfeesettlement.com) after it is filed.

## G. THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and Class Counsel’s requests for attorneys’ fees, expenses, and service awards for the Plaintiffs (“Fairness Hearing”).

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

The Court has scheduled a Fairness Hearing on **Friday, May 5, 2023, at 1:30 PM**, at the U.S. District Court for the Northern District of Texas, Eldon B. Mahon Courthouse, Courtroom 201, 501 West 10th Street, Fort Worth, TX 76102-3673 to consider whether to finally approve the Settlement. **Settlement Class Members do not have to attend the Fairness Hearing.** The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check [www.bagfeesettlement.com](http://www.bagfeesettlement.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for an award of attorneys’ fees and expenses and

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for service awards for the Plaintiffs. If there are timely 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 this will take.

#### 19. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements listed in Question 14 above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

#### 20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, your filed objection must include a statement that you intend to appear at the Fairness Hearing (See Question 14 above). You cannot speak at the hearing if you opt out of the Settlement.

### H. IF YOU DO NOTHING

#### 21. What happens if I do nothing?

If you are a Settlement Class Member and do nothing, you will get no payment from the Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit, arbitration, or proceeding against American about the checked bag fees covered by this Settlement, and you will be bound by judgments in this case.

### I. GETTING MORE INFORMATION

#### 22. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For more information visit [www.bagfeesettlement.com](http://www.bagfeesettlement.com), write the Settlement Administrator at: Cleary v. American Airlines Settlement, c/o A.B. Data, Ltd., P.O. Box 173053, Milwaukee, WI 53217, or call the toll-free number, 1-877-868-6827. You may also call Class Counsel, Oren Giskan, at 212-847-8315 or email Class Counsel at [info@gslawny.com](mailto:info@gslawny.com).

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