**UNITED STATES DISTRICT COURT**
**DISTRICT OF MINNESOTA**

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| Nicholas Smith and Derik George, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>Sun Country, Inc., et al.,<br><br>Defendants. | No. 24-cv-619-KMM-EMB<br><br>Hon. Kate M. Menendez<br>Magistrate Judge Elsa M. Bullard |

# CLASS ACTION SETTLEMENT AGREEMENT

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# I. INTRODUCTION

This Class Action Settlement Agreement (the "Settlement Agreement" or "Agreement") is made and entered into by and among: (a) Plaintiffs Nicholas Smith, Derik George and Proposed Class Representative Taylor D. Lehr on behalf of themselves and the Settlement Class (as defined below); and (b) Defendants Sun Country, Inc. ("Sun Country"), the Board of Trustees of the Sun Country, Inc. 401(k) Profit Sharing Plan (the "Board"), members of the Board during the Class Period (collectively with the Board, the "Board Defendants"), and the Sun Country, Inc. 401(k) Profit Sharing Plan (the "Plan," a Nominal Defendant) (collectively, "Defendants"). Plaintiffs and Defendants are collectively referred to as the "Parties" and individually as a "Party."

Subject to and conditioned on both the terms and conditions set forth herein and the entry of a final approval by the United States District Court for the District of Minnesota becoming Non-Appealable, this Settlement Agreement is intended by the Parties to fully, finally, and forever compromise, resolve, discharge, settle, and release the Released Claims (as defined below) that were or could have been asserted in the action captioned *Smith v. Sun Country, Inc.*, No. 24-cv-619 (D. Minn.) (the "Action").

The Action alleges, among other things, that Defendants violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq. ("USERRA"), including Section 4318, and breached fiduciary duties owed under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA"), by failing to make, or to cause the Plan trustee to receive and hold, certain employer contributions to the Plan on behalf of Sun Country employees who performed qualified military service. Defendants deny wrongdoing, willfulness, reckless disregard, fiduciary breach, and any liability beyond this Agreement, and dispute Plaintiffs' damages methodology and requested relief. Defendants nevertheless enter into this Agreement to avoid the expense, distraction, uncertainty, and delay of further litigation and to provide prompt relief on the terms set forth herein. Nothing in this Settlement Agreement shall be construed as an admission of liability or wrongdoing by any Party.

## II. RECITALS

1. WHEREAS, on February 27, 2024, Plaintiffs filed the Complaint asserting claims on behalf of a putative class of current and former Sun Country employees who performed qualified military service, alleging violations of USERRA § 4318 (Count I) and breaches of fiduciary duty under ERISA §§ 403, 404, and 405 (Counts II–VI);

2. WHEREAS, following the filing of the Complaint, the Parties engaged in informal discovery, which included Defendants' production of Class Account Data, including data about the Sun Country pilots who took military leave, the amount of their compensation, pension contributions, production of various documents and information about the terms of the Plan and Sun Country's policies, and information about the investments and investment performance in the 401(k) Plan;

3. WHEREAS the Parties engaged in extensive arm's-length settlement negotiations, including an in-person settlement conference before Magistrate Judge Elsa M. Bullard on August 22, 2025, subsequent written and telephonic negotiations, and an in-person settlement conference before Magistrate Judge Elsa M. Bullard on June 10, 2026;

4. WHEREAS, in September 2025, in the course of producing information in this Action, Sun Country identified that its actual payroll calculations for 401(k) employer contributions for pilots returning from qualified military service had not consistently aligned with the methodology Sun Country had intended to apply, and Sun Country promptly disclosed that circumstance to Plaintiffs' counsel and the Court;

5. WHEREAS, effective October 1, 2025, Sun Country has represented that it implemented a revised methodology for calculating such contributions that is intended to comply with USERRA, ERISA, and the terms of the Plan;

6. WHEREAS, Defendants deny wrongdoing, willfulness, reckless disregard, fiduciary breach, and any liability beyond the obligations undertaken in this Agreement, and dispute Plaintiffs' damages methodology and requested relief. Defendants nevertheless have concluded that settlement is desirable to avoid the expense, distraction, uncertainty, and delay of further litigation and to provide prompt relief on the terms set forth herein;

7. WHEREAS, Class Counsel have conducted a thorough investigation and in reliance on the data and information produced by Defendants, and, after considering the substantial benefits of the Settlement, the risks of continued litigation, and the desirability of prompt relief, have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class;

8. WHEREAS, the Parties wish to fully, finally, and forever resolve, discharge, settle, and release all Released Claims, subject to the terms and conditions of this Agreement and the approval of the Court;

9. NOW, THEREFORE, in consideration of the promises, representations, warranties, covenants, and mutual releases set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Parties, intending to be legally bound, agree as follows:

## III. DEFINITIONS

The following terms, as they are used in this Settlement Agreement, shall have the meanings defined below unless a section or subsection of this Agreement specifically provides otherwise. Capitalized terms used in this Agreement, but not defined in this Section III, will have the meaning ascribed to them elsewhere in this Agreement.

1. "401(k) Plan" means the Sun Country, Inc. 401(k) Profit Sharing Plan and any successor plan thereto, including, on and after the Plan Merger Date, the plan into which it is merged.

2. "Action" means the civil action captioned *Smith v. Sun Country, Inc.*, No. 24-cv-619, pending in the United States District Court for the District of Minnesota.

3. "Allegiant" means Allegiant Travel Company and any successor or affiliate of Sun Country that acquires, is merged with, or succeeds to the Plan or to Sun Country's pilot payroll, benefits-administration, or human-resources functions.

4. "Agreement or Settlement Agreement" means this Class Action Settlement Agreement, including all exhibits and appendices hereto.

5. "Appendix A" means the document titled "USERRA Pilot 401(k) Contribution Methodology," attached hereto.

6. "Board Defendants" means the Board of Trustees of the Sun Country, Inc. 401(k) Profit Sharing Plan and each individual who served as a member of that Board of Trustees at any time during the Class Period, in his or her capacity as such, together with their respective heirs, executors, administrators, successors, and assigns.

7. "CAFA" means the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

8. "Cash Amount" means that portion of a Settlement Class Member's individual allocation from the Net Settlement Fund that, because it exceeds applicable Internal Revenue Code limits or otherwise cannot be contributed to the Plan on behalf of the Class Member, is paid directly to the Class Member in cash (subject to applicable tax withholding).

9. "Cash Settlement Amount" means $1,550,000.00 (one million five hundred fifty thousand dollars), to be paid into the Escrow Account pursuant to Section VI.

10. "CBA" or "pilots' CBA" is the collective bargaining agreement between the Air Line Pilots Association, International and Sun Country Airlines.

11. "Class" means the Settlement Class as defined in Section IV.2.

12. "Class Counsel" means R. Joseph Barton of The Barton Firm LLP; Thomas G. Jarrard of the Law Office of Thomas Jarrard, PLLC; and Kent M. Williams of Siri & Glimstad LLP.

13. "Class Member" means persons who is a member of the Settlement Class who has not timely and validly excluded himself or herself from the Settlement Class (if exclusion is permitted pursuant to the Order certifying the Class) and is not one of the Excluded Persons.

14. "Class Period" means the period from July 21, 2011 through December 31, 2025.

15. "Class Representatives" means Nicholas Smith, Derik George and Taylor Lehr and any other person appointed by the Court.

16. "Complaint" means the Class Action Complaint filed in the Action on February 27, 2024, Dkt. No. 1, as it may be amended consistent with the terms of this Agreement.

17. "Class Account Data" means the pilot pay, hours, scheduling, military leave, and 401(k) contribution data produced by Defendants to Class Counsel through April 24, 2026.

18. "Court" means the United States District Court for the District of Minnesota.

19. “Defendants” means, collectively, Sun Country and the Board Defendants.

20. “Defendants’ Counsel” means Brienne M. Letourneau of Sidley Austin LLP, and Tara C. Norgard of Carlson, Caspers, Vandenburgh & Lindquist PA.

21. “EPCRS” means the Internal Revenue Service’s Employee Plans Compliance Resolution System, or any successor IRS program or procedure for correcting qualified retirement plan errors.

22. “Effective Date” means the first business day after the date the Final Approval Order becomes Non-Appealable.

23. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq., and the regulations promulgated thereunder.

24. “Escrow Account” means the interest-bearing qualified settlement fund (within the meaning of Treasury Regulation § 1.468B-1) established at a federally insured financial institution to hold the Cash Settlement Amount and any earnings thereon.

25. “Fairness Hearing” means the hearing to be held by the Court to consider whether to grant final approval of this Settlement Agreement as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e).

26. “Fiduciary Defendants” means Sun Country and the Board Defendants, collectively.

27. “Final Approval Order” means the order and judgment to be entered by the Court granting final approval of the Settlement Agreement, and which may also approve the Plan of Allocation, awarding attorneys’ fees and Service Awards, and dismissing the Action with prejudice.

28. "Individualized Disclosure Period" means the period beginning on January 1, 2026 and ending on January 1, 2027 or the Plan Merger Date, whichever is later.

29. "Individualized Disclosure Termination Date" means the later of (i) January 1, 2027 or (ii) the Plan Merger Date, after which Sun Country shall have no further obligation to provide Individualized Disclosures under Section V.E.

30. "Independent Fiduciary" means an independent fiduciary hired to serve as a fiduciary to the Plan to approve and authorize the settlement of Released Claims on behalf of the Plan and to approve this Agreement on behalf of the Plan pursuant to Prohibited Transaction Class Exemption 2003-39.

31. "IRC" means the Internal Revenue Code of 1986, as amended.

32. "Lead Class Counsel" means R. Joseph Barton of The Barton Firm LLP and Thomas G. Jarrard of the Law Office of Thomas Jarrard, PLLC;

33. "Net Settlement Fund" means the Settlement Fund, less: (a) Court-approved attorneys' fees, expenses, and costs payable to Class Counsel; (b) Court-approved Service Awards; (c) any taxes and tax-related costs of the Escrow Account or Qualified Settlement Fund; and (d) any other amounts authorized by the Court to be paid from the Settlement Fund.

34. "Nominal Defendant" means the Sun Country, Inc. 401(k) Profit Sharing Plan.

35. "Non-Appealable" means, with respect to any order or judgment of the Court, that (a) the time for filing a notice of appeal from such order or judgment has expired with no appeal having been taken, or (b) if an appeal has been taken, the order or judgment has been affirmed in all material respects by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

36. "Class Notice" means the Notice of Class Action Settlement, to be disseminated to the Settlement Class Members.

37. "Plan Administrator" means the Administrator of the 401(k) Plan within the meaning of ERISA § 3(16)(A), 29 U.S.C. § 1002(16)(A).

38. "Plan" means the Sun Country, Inc. 401(k) Profit Sharing Plan and any successor plan thereto, including, on and after the Plan Merger Date, the plan into which it is merged.

39. "Plan Merger Date" means the date on which the Sun Country, Inc. 401(k) Profit Sharing Plan merges with The Allegiant 401(k) Retirement Plan.

40. "Plan of Allocation" means the methodology for allocating and distributing the Net Settlement Fund to Settlement Class Members proposed by Class Counsel and subject to Court approval, describing the.

41. "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, approving the form and manner of Notice, appointing the Settlement Administrator, and setting the Fairness Hearing, substantially in the form described in Section XII.1.

42. "Qualified Military Service" has the meaning set forth in USERRA § 4303(13), 38 U.S.C. § 4303(13), and IRC § 414(u)(5).

43. "Released Claims" has the meaning set forth in Section XIV of this Agreement.

44. "Released Defendant-Parties" means Sun Country; the Board Defendants; the Plan; and each of their respective past, present, and future parents, subsidiaries, affiliates, predecessors, successors (including, without limitation, Allegiant and any entity that acquires or is merged with Sun Country), assigns, divisions, joint ventures, related or affiliated entities, and each of their respective past, present, and future officers, directors, managers, employees,

partners, members, shareholders, trustees, fiduciaries, plan administrators, agents, representatives, insurers, reinsurers, attorneys, accountants, advisors, consultants, and service providers, in each case in their individual and representative capacities, together with the heirs, executors, administrators, personal representatives, successors, and assigns of any of the foregoing.

45. "Released Plaintiff-Parties" means Plaintiffs, each Settlement Class Member, Class Counsel, and each of their respective heirs, executors, administrators, personal representatives, successors, assigns, agents, attorneys, and representatives.

46. "Service Award(s)" means the amount or amounts, if any, that the Court may award to the Class Representatives.

47. "Settlement Administrator" means the entity appointed by the Court to administer the Settlement, including disseminating Notice, requesting updated contact information from the Plan as needed, maintaining the dedicated email address, processing distributions, and performing the other duties set forth in Section IX of this Agreement.

48. "Settlement Class" has the meaning set forth in Section IV.2 of this Agreement.

49. "Settlement Class Member" or "Class Member" means any member of the Settlement Class who has not timely and validly excluded himself or herself from the Settlement Class (if exclusion is permitted pursuant to the Preliminary Approval Order) and is not one of the Excluded Persons.

50. "Settlement Fund" means the Cash Settlement Amount plus all interest and earnings thereon while held in the Escrow Account, less any taxes and tax-related costs.

51. "Sun Country" means Sun Country, Inc.

52. "USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq., and the regulations promulgated thereunder.

## IV. THE SETTLEMENT CLASS

1. **Motion for Class Certification.** In connection with the Motion for Preliminary Approval, Class Counsel will file a motion seeking to certify the claims as a class action pursuant to Federal Rule of Civil Procedure 23(b)(1) and/or 23(b)(2), or alternatively Rule 23(b)(3) if the Court does not find the requirements of Rule 23(b)(1) or (b)(2) are met, on behalf of the Settlement Class

2. **Class Definition**. The Settlement Class will consist of the following persons other than the Excluded Persons:

(a) All current and former pilots of Sun Country, Inc. who are or were participants in the Sun Country, Inc. 401(k) Profit Sharing Plan and:

(1) who, after becoming a Sun Country, Inc. employee, completed a period of qualified military service between July 21, 2011 and December 31, 2025; and

(2) returned from that leave to be re-employed at Sun Country; and

(3) who did not receive a pension contribution to the Plan with respect to such period of military service that was either:

(A) if the employee's rate was reasonably certain, at the rate the employee would have received but for the period of military service, or

(B) if the employee's rate is not reasonably certain, at the rate determined on the basis of the employee's average rate of compensation during the 12-month period immediately preceding the qualified military leave (or, if shorter, the period of employment immediately preceding the period of qualified military service); and

(b) all beneficiaries of the participants described in subsection (a) above.

3. **Excluded Persons.** The Settlement Class shall exclude: (i) any person who, prior to the Effective Date, has settled or otherwise obtained a final, non-appealable judgment of dismissal with prejudice on any claim that would otherwise fall within the scope of the Released Claims; and (ii) the Fiduciary Defendants, their beneficiaries, and their immediate family members, heirs, successors, and assigns.

4. **Defendants' Non-Opposition.** Solely for purposes of this Settlement, Defendants stipulate and agree that they shall not oppose certification of the Settlement Class. If the Court does not grant final approval, or if this Settlement is terminated or voided for any reason, this stipulation shall be null and void ab initio, shall not be cited, offered, or used as evidence or as precedent in this or any other proceeding, and Defendants shall retain all rights to oppose class certification on any grounds.

5. **Supplemental Agreement** In the event the Court certifies the Settlement Class under Federal Rule of Civil Procedure 23(b)(3), the Parties have entered into a separate Supplemental Agreement Regarding Opt-Outs, which shall be filed with the Court under seal. The Supplemental Agreement sets forth a confidential threshold number of opt-outs above which Defendants shall have the right, in their sole discretion, to terminate this Settlement.

## V. CLASS NOTICE

1. **Contents of the Class Notice.** The Class Notice shall contain a brief description of the claims, a summary of the material terms of this Settlement, including the Settlement Class definition, the Cash Settlement Amount, the disclosures to be provided, the Plan of Allocation,

Class Counsel's fee and Service Award applications, the procedures and deadlines for objecting (and, if applicable, opting out), the Fairness Hearing date and location, and the binding effect on Class Members.

2. **Explanation of Contribution Methodology.** Accompanying the Class Notice will be a written explanation of Sun Country's methodology for calculating 401(k) Plan contributions for pilots following periods of qualified military service, as applied on and after October 1, 2025, in the form attached hereto as Appendix A. Appendix A is intended to accurately describe Sun Country's policy and methodology for informational purposes only, and shall not be construed as requiring Sun Country, Allegiant, or any successor to adopt, maintain, or refrain from modifying any particular methodology or policy on a going-forward basis, and shall not be construed to require any individualized, periodic, or ongoing notice or disclosure to any pilot or Class Member regarding any future contribution, calculation, or methodology.

3. **Class Data.** Subject to a Confidentiality Agreement or Order, Sun Country shall provide the Class Counsel with the following within 30 days after the Settlement Agreement is fully-executed and within 7 days after Preliminary Approval Order is entered, with the following:

(a) Data about the Class Members in electronic form ("Class Data"): (1) full name, (2) last known mailing address, (3) telephone number (if available), (4) social security number, (5) personal email address (if available) of each Settlement Class Member, (6) sufficient information identifying the beneficiary Class Member for each participant class member and (7) other data as reasonably required for administration. The Class Data shall be maintained as confidential.

(b) Data sufficient to identify any Excluded Persons in the Class Account Data, including name.

4. **Method of Providing Class Notice.** Class Notice along with Appendix A will be provided to each Class Member by sending them (a) to each personal email address and work-related email address provided for each member of the Settlement Class, (b) if email is not available or is returned as undeliverable or as otherwise ordered by the Court, by first-class U.S. mail to the last known mailing address of each member of the Settlement Class

5. **Website Publication.** The Settlement Administrator will establish a dedicated website to post information about this Settlement, including the Class Notice, Appendix A, the operative Complaint, and orders entered by the Court certifying the class and on approval of the Settlement.

6. **Undeliverable Notice.** For any Notice returned as undeliverable, the Settlement Administrator will make reasonable efforts to obtain a valid mailing address and promptly re-send the Class Notice to the Class Member by U.S. Mail.

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

## VI. SETTLEMENT CONSIDERATION FROM SUN COUNTRY

1. **Cash Settlement Amount.** Sun Country shall cause to be paid the Cash Settlement Amount of $1,550,000.00 (one million five hundred fifty thousand dollars) into the Escrow Account by no later than the earlier of: (i) one hundred twenty (120) calendar days after

this Agreement is fully-executed; or (ii) thirty (30) calendar days after entry of the Preliminary Approval Order.

2. **Expenses Related to the Settlement** In addition to the Cash Settlement Amount, Defendants shall pay for the following costs directly, outside of and without reduction to the Settlement Fund: (a) all fees and costs of the Settlement Administrator, including those relating to Notice and distribution administration; (b) the fees and costs of any Independent Fiduciary retained pursuant to Section II or as otherwise required by the Court or applicable law; (c) the costs of compliance with CAFA; and (d) all reasonable and necessary costs of Plan-level administration, contribution posting, tax reporting, and distribution associated with implementing the Plan of Allocation.

3. **Disclosures to be Provided.** Sun Country will provide the following disclosures regarding its policies and methodologies for pension contributions for military leave:

(a) **Written Explanation of Methodology.** Sun Country will provide written explanation of Sun Country's methodology for calculating 401(k) Plan contributions for pilots following periods of qualified military service, as applied on and after October 1, 2025, in the form attached hereto as Appendix A. Appendix A will provided along with the Class Notice. Within 10 days after the entry of the Preliminary Approval Order until January 1, 2027 or the Merger Date, whichever is later, Exhibit A will be posted on Sun Country's intranet where other information about the 401(k) Plan is posted. Appendix A is for informational purposes only and shall not be construed as requiring Sun Country, Allegiant, or any successor to adopt, maintain, or refrain from modifying any particular methodology or policy on a going-forward basis.

(b) **Individualized Written Explanation of Contributions.** During the Individualized Disclosure Period, Sun Country shall provide each Sun Country pilot who returns from a period of qualified military service with an individualized written explanation of how the specific 401(k) Plan contribution for that particular period of military leave was calculated, including by identifying the applicable lookback period, credited value used, applicable pay rates, guarantee floor applied, and any adjustments or exclusions applied (each, an "Individualized Disclosure"). After entry of the Preliminary Approval Order, each Individualized Disclosure shall be provided to the pilot within seven days after such contributions are made to the pilot's 401(k) Plan account. For any pilot whose return from qualified military service occurred on or after January 1, 2026 but before the date of entry of the Preliminary Approval Order, the applicable Individualized Disclosure shall be provided within thirty (30) days after entry of the Preliminary Approval Order. The obligation to provide Individualized Disclosures under this Section shall terminate on the Individualized Disclosure Termination Date. Sun Country shall not be required to provide Individualized Disclosures for any period of military leave for which the corresponding 401(k) Plan contribution would be required to be made after the Individualized Disclosure Termination Date.

4. **No Other Consideration.** Except as expressly set forth in this Agreement, no other monetary or non-monetary consideration is owed from or by Defendants to Plaintiffs, the Settlement Class, Class Counsel, or the Plan on account of the Released Claims.

## VII. THE SETTLEMENT FUND

1. **Qualified Settlement Fund.** The Escrow Account into which the Cash Settlement Amount is paid will be established at a federally insured financial institution. All

interest and earnings earned on the Cash Settlement Amount shall become part of the Settlement Fund. The Settlement Fund is intend to be and the Parties agree to take such actions as may be necessary to satisfy the requirements of Section 468B of the IRC and Treasury Regulation § 1.468B-1, including (if necessary) making a "relation-back election" to the earliest date permitted.

2. **Custody of the Settlement Fund.** The Settlement Fund held in the Escrow Account will be deemed to be in the custody of the Court and will remain subject to the jurisdiction of the Court. At all times, the Settlement Fund will be administered in accordance with the terms of this Agreement and the Orders of the Court. Prior to the Effective Date, the Settlement Fund shall be disbursed only upon joint written instruction of Lead Class Counsel and Defendants' Counsel, or by Court order. After the Effective Date, disbursement shall be in accordance with this Agreement and the Court-approved Plan of Allocation and the management and at the direction of Lead Class Counsel. The Escrow Agent will act pursuant to the terms of the Escrow Agreement or as ordered by this Court and consistent with the terms of this Agreement.

3. **Taxes & Related Expenses.** All taxes, tax-related costs, and expenses for Escrow Account tax filings shall be paid from the Settlement Fund.

4. **No Reversion.** Except as expressly provided in Section XIV (Termination of the Settlement), no portion of the Settlement Fund shall revert to Sun Country or any other Defendant under any circumstances.

## VIII. DISTRIBUTIONS FROM THE SETTLEMENT FUND

1. **Expenses Before the Effective Date.** Until the Final Order becomes Non-Appealable or the Settlement is terminated in accordance with this Agreement, the Escrow Agent

will be authorized to pay from the Settlement Fund in accordance with the terms of the Escrow Agreement (a) any actual or estimated taxes on any income earned on the Settlement Fund, (b) costs and expenses owed to the Escrow Agent. Any dispute regarding the reasonableness of any expense incurred, paid, or owing will be adjudicated by the Court, but in no event will such a dispute require Class Counsel to cause or allow the Settlement Fund to fail to make a tax payment in a timely manner.

2. **Tax Reserve**: Upon the Final Order becoming Non-Appealable, Class Counsel is authorized to establish a reserve from the Settlement Fund to pay any taxes that are or will be owed (but not yet due) and for expenses related to payment of taxes or filing of tax returns or to the extent that there are other costs of administration of the Settlement not paid by Defendants.

3. **Net Settlement Fund.** The Net Settlement Fund will consist of the Settlement Fund after deducting the following amounts: (a) any taxes on the income or earnings of the Settlement Fund, any tax-related expenses, and the creation of any Tax Reserve (as described above); (b) any expenses incurred in connection with the Settlement Fund, including Escrow Account fees; (c) any Court-approved attorneys' fees, expenses, and costs to Class Counsel from the Settlement Fund; (e) any Court-approved Service Awards to the Class Representatives.

4. **Distribution of the Net Settlement Fund to the Class.** On or after the Effective Date, the Net Settlement Fund will be paid into the Plan and then distributed to Class Members in accordance with the Court-approved Plan of Allocation and allocated to the 401(k) accounts of each individual Class Member as directed by Class Counsel or the Settlement Administrator. To the extent any portion of a Class Member's allocation cannot be contributed to or credited under the Plan—including because it exceeds applicable Internal Revenue Code limits, because the Class Member is a former participant, a beneficiary, or otherwise ineligible for a Plan

contribution (a "Cash Amount")—that Cash Amount shall be paid directly to the Class Member by check or, where banking information is on file, by electronic funds transfer, subject to applicable tax withholding. Notwithstanding the foregoing, in the unanticipated, limited circumstance that the Plan has merged into a successor plan that will not accept a contribution that could otherwise have been made to the Plan on a tax-favored basis, the Parties will agree to amend this Paragraph (subject to Court approval to the extent required by Section XVIII) to preferably provide an alternative tax-favored treatment to the extent allowed by law or such treatment is not reasonably feasible, to provide an alternative method of payment (subject to Court approval to the extent required by Section XVIII). To the extent that the Parties cannot reach agreement, any disputes will be resolved by the Court.

5. **Investment of the Amounts Allocated to Class Members' Plan Accounts.** The Plan Administrator will cause Settlement Amounts paid into each Settlement Class Member's individual Plan account to be invested in accordance with the Settlement Class Member's existing investment elections on file with the Plan or, if no current elections are on file, to the Plan's qualified default investment alternative until the Class Member provides other investment instructions. For such Class Members who do not have existing accounts in the 401(k) Plan, the 401(k) Plan Administrator will invest their Settlement proceeds in the 401(k) Plan's default investments until the Class Member provides other investment instructions.

6. **Distributions From the Plan.** Any Class Member who is eligible to elect an immediate distribution from the Plan will be entitled to request a distribution (or rollover) of the Settlement proceeds in the same manner as any other funds in the 401(k) Plan, except that no fees, expenses, costs or other charges will be imposed on any Class Member to receive their proceeds from this Settlement or otherwise related to the administration of the Settlement. To

the extent that some service provider of the Plan imposes a charge for a distribution of funds, any costs for any Class Member to receive proceeds from this Settlement will be borne by Defendants.

7. **Tax Favored Treatment of Distributions.** For all Class Members whose Settlement Proceeds are paid into the Plan, all reasonable efforts will be taken to ensure that the distribution complies with ERISA and the relevant provisions of the Internal Revenue Code (and any corresponding state tax provisions) in order to preserve, if possible, the tax-favored treatment of the amounts distributed to those Class members. Defendants will be responsible for the reasonable costs of steps Defendants elect to undertake to facilitate the tax-favored treatment of the Settlement payments contributed to the Plan. Nothing in this Section obligates any Defendant to undertake any particular correction, amendment, or filing, or to guarantee the tax-qualified status of the Plan; any Defendant's obligations under this Section are limited to matters arising directly from the Settlement payments.

8. **IRS Correction Procedures.** To the extent necessary to maximize the tax-favored treatment of contributions made to the Plan under this Settlement, Sun Country shall utilize EPCRS or any other available IRS-sanctioned correction procedure and take such other reasonable steps as are required to effect the contributions contemplated herein in a manner consistent with Plan qualification requirements; provided, however, that Sun Country's obligation to bear any cost of EPCRS or any other correction procedure shall be limited to corrections required by the Court, the Internal Revenue Service, or applicable law.

9. **Expenses Related to Settlement Administration in the Plan**. Defendants will bear all costs of administration of the Settlement once the amounts are deposited into the Plan, including any costs relating to the allocation of the proceeds to Class Members' individual Plan

accounts, any IRS correction procedures, or amendment of the Plan. No such costs or charges will be imposed on Class Members or their individual accounts in the Plan.

10. **Tax Liability**. The Settling Parties will not have any liability or responsibility for the payment of any taxes incurred by or with respect to the Settlement Fund, and any such taxes will be paid out of the Settlement Fund.

## IX. PLAN OF ALLOCATION

1. **Proposed Plan of Allocation.** Class Counsel will propose and submit a Plan of Allocation to the Court as to the recommended method of determining and distributing the proceeds of the Net Settlement Fund to Class Members.

2. **Defendants' Non-Involvement.** Defendants will have no responsibility for preparing or any right to provide input into and will take no position on the Plan of Allocation except to the extent that the Plan of Allocation would result in adverse Tax consequences to the Plan, any Defendant, or the tax-qualified status of the Plan, or would materially increase the costs borne by Defendants under this Agreement.

3. **Modification of Plan of Allocation.** In the event that the proposed Plan of Allocation is rejected or modified by the Court or on appeal, such rejection or modification will not constitute a material modification of this Settlement Agreement, will not void this Settlement Agreement, and will not provide a basis for any Party to withdraw from this Settlement Agreement. However, the Plan of Allocation must prevent the Excluded Persons from receiving any distribution from the Settlement Fund.

4. **Class Members' Right to Submit Plan Account Data.** Before the Final Approval Hearing and by a deadline to be established by the Court, any person identified by Defendants as a Class Member claiming that the data provided by Defendants about a

participant's Plan account is erroneous will be entitled to demonstrate that such an error will impact the amount allocated to that participant under the Plan of Allocation. Such submissions will only be used to adjust amounts allocated to Class Members, subject to Court approval, under the Plan of Allocation or by Class Counsel as to the material condition regarding Class Account Data in Section XV.2 of this Agreement, and will only be used or aggregated to support any contention that the Class Account Data is materially inaccurate or any right to withdraw from this Settlement, only if such submissions, in the aggregate, would increase the amount owed to the Class Members by more than the materiality threshold set forth in Section XV.2

5. **Excluded Persons Prohibited from Receiving Settlement Funds.** None of the Excluded Persons will either directly or indirectly receive any of the proceeds from this Settlement. Any of Defendants who is or was a participant in the Plan acknowledge that they will not receive any allocation of any amount from this Settlement.

6. **No Claim Based on Distribution in Accordance with the Plan of Allocation.** The Class and its members will not have any claim against, and will hold harmless, Plaintiffs, the Plan, Defendants, counsel to any of the foregoing (including Class Counsel), the Settlement Administrator, or other individuals involved in the distribution under the Plan of Allocation, from any claim based on any distributions of the Settlement Fund made substantially in accordance with this Settlement Agreement, the Plan of Allocation, or as otherwise may be authorized by the Court.

## X. SETTLEMENT ADMINISTRATION

1. **Appointment.** The Settlement Administrator shall be appointed by the Court either upon the joint recommendation of Lead Class Counsel and Defendants or if there is no agreement, on the Court's selection from competing candidates. The Settlement Administrator

will have experience providing notice to Class Members and administering settlements in employment or employee benefit class action settlements.

2. **Settlement Administrator's Responsibilities.** The Settlement Administrator will undertake the following tasks to administer this Settlement consistent with the terms of this Settlement, the Plan of Allocation, and the Orders of the Court and such other procedures required by the Court:

(a) Print and mail the Class Notice Packet to the Class Members in accordance with this Settlement Agreement and any order of the Court and undertake to trace and re-mail all undeliverable Class Notice Packets or other reasonable steps to locate missing Class Members;

(b) Provide any information on any new or updated contact information submitted by Class Members to the Plan;

(c) Provide Class Counsel and Defendants' Counsel with copies of any requests for exclusions or objections to the Settlement (to the extent not filed with the Court);

(d) Maintain any Class Data or Class Account Data provided by Sun Country as confidential;

(e) Provide Class Counsel and Defendants' Counsel with any challenges to the Class Account Data, including all information submitted in support of each challenge;

(f) Respond to questions from Class Members or refer Class Members to Class Counsel for responses;

(g) Maintain and staff a toll-free phone number, a dedicated email address and a website related to the settlement until at least six (6) months after distributions of the Settlement Fund have been made to Class Members;

(h) File with the Court a declaration confirming compliance with the procedures approved by the Court for providing notice to the Class and/or related to objections or requests for exclusions or as otherwise ordered by the Court;

(i) File all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitations the returns described in Treas. Reg. Section 1.468B-2(k)); prepare and file all applicable tax and information returns (including IRS Forms 1099 and W-2, as appropriate), including any tax reporting and filings for the Qualified Settlement Fund;

(j) If requested by Class Counsel, instruct the Plan Administrator, consistent with the Court-approved Plan of Allocation, as to how the Net Settlement Fund is to be allocated among the Class and to the accounts of individual Class Members;

(k) Provide regular reports to Class Counsel and Defendants' Counsel regarding the status of notice and administration of the Settlement;

(l) Providing CAFA notice on Defendants' behalf; and

(m) Perform such other duties set forth in this Agreement and any other responsibilities agreed to by the Settling Parties related to administration of the Settlement and consistent with the orders of the Court or any other responsibilities ordered by the Court or as are reasonably necessary to administer this Settlement, or as the Court may order.

3. **Plan Administrator.** The Plan Administrator of the Plan then operative at the time of distribution will be responsible for allocating and will allocate the settlement payments to the Class Members' accounts consistent with the Plan of Allocation and the directions from the Settlement Administrator or Class Counsel and then distributing any settlement payments to

Class Members who are eligible to receive a distribution under the terms of the Plan. To the extent any settlement payment cannot be contributed to or credited under the operative Plan under its existing terms—including by reason of applicable Internal Revenue Code limits, or a Class Member's ineligibility—that payment shall be paid to the affected Class Member as a Cash Amount under Section VIII.4. The treatment of any contribution that a successor plan will not accept but that could otherwise have been made to the Plan on a tax-favored basis is governed by Section VIII.4. Nothing in this Section requires any successor plan, successor plan sponsor, or successor Plan Administrator to accept any contribution it is not otherwise willing to accept, or to adopt any plan amendment. The Plan Administrator will comply with the instructions of the Settlement Administrator in accordance with the Plan of Allocation regarding the amounts to allocate to Class Members. The Plan Administrator, any fiduciary of the Plan and Defendants will not have any input as to how the Net Settlement Fund is allocated among Class Members, and will not have any liability with regard to any action taken, or omitted to be taken, in accordance with and consistent with such instructions of the Settlement Administrator or the application of the Cash Amount mechanism described above.

4. **Prohibition on Assessment of Expenses to the Class.** The Class Members will not be charged or assessed any amount by the Plan (or its service providers), for any of the following: (1) expenses related to administration or implementation of this Settlement, or (2) expenses incurred in allocating or distributing any amounts paid into the Plan or to the Class Members (or according to any distribution elections from the Plan).

## XI. ATTORNEYS' FEES, EXPENSES, COSTS, AND SERVICE AWARDS

1. **Awards from the Settlement Fund.** By a date to be set by the Court (which date will be proposed to be before the deadline for Class Members to object), Class Counsel will be

entitled to file any motion with the Court requesting approval of the following to be paid from the Settlement Fund: (a) an award of attorneys' fees (the "Fee Award"); (b) reimbursement of litigation costs and expenses (the "Expense Award"); and (c) payment of any award to any person appointed as a Class Representative ("Service Award"). Any Fee Award, Expense Award, and Service Award will be paid solely from the Settlement Fund and is subject to the Court's approval at the Final Approval Hearing.

2. **Payment of Fees/Expenses to Class Counsel.** All amounts to be paid pursuant to this Section will be paid into an account designated by Lead Class Counsel to be distributed and allocated among any Class Counsel as directed by Lead Class Counsel. Neither Defendants nor their insurers will have any input as to the division of such fees and expenses among Class Counsel.

3. **Timing of Payment of Attorneys' Fees and Reimbursement of Expenses.** In the event that the Court grants any Fee Award or Expense Award from the Settlement Fund, disbursement of any Fee Award or Expense Award from the Settlement Fund may be made upon the Final Order becoming Non-Appealable. In the event that there is no appeal of the Final Judgment of the Settlement, but an appeal solely of a Fee Award or Expense Award from the Settlement Fund, Class Counsel will be entitled to a disbursement from the Settlement Fund of any such Fee Award or Expense Award as to which there is no appeal or the amount which is not contested on appeal.

4. **Non-Materiality of Fee Award, Expense Award and Service Award.** In the event that this Court allows or refuses to award attorneys' fees, reimbursement of expenses/costs or a service award in whole or in part, or any such award is rejected or modified on appeal, such rejection or modification will not constitute a material modification of this Settlement

Agreement, will not void this Settlement Agreement, and will not provide a basis for any Party to withdraw from this Settlement Agreement.

5. **Defendants' Attorneys' Fees & Expenses**. Defendants will bear their own attorneys' fees, expenses, and costs. None of Defendants will be entitled to seek attorneys' fees, costs or expenses out of the Settlement Fund. Nor will Defendants be entitled to seek attorneys' fees, costs or expenses from Plaintiffs or Class Counsel. No amount of the attorneys' fees, expenses, or costs of this Litigation incurred by Defendants or the administration of this Settlement incurred by any of Defendants or the Plan, or service providers thereto, will be paid by, or charged to, any amounts paid in this Settlement or, directly or indirectly, to any Class Member.

## XII. PROCEDURES GOVERNING SETTLEMENT APPROVAL

1. **Preliminary Approval Order.** Plaintiffs, on behalf of the Class and through Class Counsel, will file a Preliminary Approval Motion requesting that the Court enter a Preliminary Approval Order in a form agreed upon by the Settling Parties which will provide for, or set forth, among other things:

(a) Certifying the Class Claims on behalf of the Class for settlement purposes pursuant to Rule 23(a) and Rule 23(b)(1) and/or (b)(2) of the Federal Rules of Civil Procedure.

(b) Preliminary Approval of the Settlement as set forth in this Settlement Agreement, subject to further hearing and determination under Fed. R. Civ. P. 23(e);

(c) Approval of the form of Class Notice, substantially in the form agreed-upon by the Parties, and the manner of distribution and publication which is consistent with this Agreement, Fed. R. Civ. P. Rule 23, and the requirements of due process;

(d) Appointment of the Settlement Administrator;

(e) Finding that the Settlement Fund meets the requirements of a "qualified settlement fund" for federal income tax purposes under Treas. Reg. § 1.468B-1.

(f) Deadlines by which all objections to the Settlement must be made or any submissions to the Settlement Administrator regarding their Plan account data must be made;

(g) A schedule for a hearing date for the Court to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate, and whether an Order finally approving the Settlement Agreement should be entered ("Final Approval Hearing");

(h) That no objection to the Settlement Agreement will be heard and no papers submitted in support of said objection will be received and considered by the Court at the Final Approval Hearing unless the objection and reasons therefore, along with copies of any supporting papers, are filed with the Clerk of the Court and served on the Parties within forty-five (45) days of the publication and/or distribution of the Class Notice;

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

(j) A deadline for filing of a Final Approval Motion;

(k) A deadline for Class Counsel to file any motion for a Fee Award and an Expense Award to be paid from the Settlement Fund;

(l) A deadline for Plaintiffs to file any motion for a Service Award to be paid from the Settlement Fund;

(m) A requirement for Defendants to produce the Class Data required pursuant to Section V.3 of this Agreement; and

(n) To the extent requested by Defendants, approval of the form of notice by Defendants under the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1711 et seq.

2. **Final Approval of the Settlement.** If the Court preliminarily approves this Settlement, and if neither Class Counsel nor Defendants have exercised their right to withdraw, Class Counsel will file a Final Approval Motion by the deadline set by the Court. Defendants will either join in or not oppose the Final Approval Motion. The Final Approval Motion will seek entry of a proposed Final Order in a form to be agreed-upon by the Settling Parties and will, among other things:

(a) Order Final Approval of the Settlement set forth in this Settlement Agreement;

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

(c) Adjudge that Plaintiffs and the Class will be deemed conclusively to have released and waived any and all Settled Class Claims against Defendants as provided in this Settlement Agreement;

(d) Adjudge that Defendants have released and waived any and all Settled Claims against Plaintiffs and the Class as provided in this Settlement Agreement;

(e) Bar and permanently enjoin the Parties and the Class from prosecuting any and all Settled Claims, as provided in this Settlement Agreement, against any Party from whom they have released claims;

(f) Determine Class Counsel's request(s) for a Fee Award, an Expense Award and any Class Representative's request for a Service Award;

(g) Dismiss the Action against Defendants with prejudice, except to provide that the Court will retain exclusive jurisdiction, without affecting the finality of the Order entered, with regard to: (i) implementation of this Settlement Agreement; (ii) disposition of the Settlement Fund and distributions from the Settlement Fund; (iii) enforcement and administration of this Settlement Agreement, including the release provisions thereof; and (iv) any disputes among Class Counsel about the allocation of attorneys' fees and expenses; and

(h) To the extent that Defendants have timely complied with CAFA and provided CAFA Notice consistent with Section XVII of this Agreement, find that notice to the appropriate state and federal officials has been provided as required by CAFA and Defendants have satisfied their obligations pursuant to 28 U.S.C. § 1715.

3. **Good Faith Efforts.** The Parties shall use best efforts to obtain entry of the Preliminary Approval Order and Final Approval Order and to take all steps reasonably necessary to effect this Agreement.

## XIII. RELEASE OF CLAIMS

1. **Release by Plaintiffs & the Settlement Class.** Upon the Effective Date, Plaintiffs and each Settlement Class Member, on behalf of themselves and their respective heirs, beneficiaries, executors, administrators, successors, assigns, and agents, and derivatively on behalf of the Plan, shall fully, finally, and forever release and discharge each of the Released Defendant-Parties from any and all Released Claims.

2. **Definition of Released Claims.** "Released Claims" means any and all past or present claims, demands, rights, liabilities, suits, actions, causes of action, obligations, losses, damages, judgments, costs, penalties, attorneys' fees, and expenses of every kind, nature, and description, whether in law or in equity, whether known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, liquidated or unliquidated, arising under federal, state, local, common, statutory, regulatory, or foreign law, that:

(a) were asserted in the Complaint or in any amended or supplemental complaint filed in the Action;

(b) could have been asserted in the Action against any of the Released Defendant-Parties based on or arising out of the same factual predicate as the claims asserted in the Complaint, including any claim relating to (i) the calculation, timing, amount, or funding of employer contributions to the Plan for any period of qualified military service during the Class Period; (ii) the administration of the Plan with respect to the pension contributions for pilots who performed qualified military service during the Class Period; (iii) any alleged breach of fiduciary duty, prohibited transaction, failure to monitor, or co-fiduciary liability under ERISA with respect to the matters described in the Complaint; or (iv) any alleged violation of USERRA with respect to contributions for pension, retirement, or 401(k) benefits for military leave during the Class Period;

(c) would be barred by the doctrine of res judicata, collateral estoppel, or claim preclusion based on the entry of the Final Approval Order; and

(d) include all claims for attorneys' fees, expenses, and costs arising out of or related to the claims described in subsections (a)-(c) above, in each case through and including December 31, 2025.

3. **Waiver of Unknown Claims.** Plaintiffs and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the Released Claims. Nevertheless, it is the intention of Plaintiffs and each Settlement Class Member, by operation of this Agreement and the Final Approval Order, fully, finally, and forever to settle and release the Released Claims, whether known or unknown.

4. **No Release by Settlement Class Member Opt-Outs.** If the Court certifies the Settlement Class under Federal Rule of Civil Procedure 23(b)(3), any Class Member who timely and validly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court shall not be bound by, and shall not release any claims under this Agreement.

5. **Release by Defendants.** Upon the Effective Date, Defendants shall fully, finally, and forever release Plaintiffs (and their beneficiaries) and Class Counsel (and any of their law firms, partners, attorneys, and employees) for instituting this litigation, including any claims for fees, expenses, or costs.

6. **Non-Released Claims.** Notwithstanding the foregoing or any other language in this Settlement Agreement, the Settling Parties are not releasing Claims to enforce this Settlement Agreement.

## XIV. INDEPENDENT FIDUCIARY

1. **Hiring.** Defendants, at their own expense, will be responsible for retaining an Independent Fiduciary to approve the Settlement consistent with Prohibited Transaction Exemption ("PTE") 2003-39. Any expense of an Independent Fiduciary will not be paid out of the Settlement Fund.

2. **Responsibilities.** The Independent Fiduciary, retained by Defendants on behalf of the Plan, shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Plan:

(a) The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended (“PTE 2003-39”), in making its determination.

(b) The Independent Fiduciary shall notify Defendants directly of its determination, in writing (with copies to Class Counsel and Defendants’ Counsel), no later than 21 days before the Final Approval Motion is due.

3. **Cooperation.** Defendants, Defendants’ Counsel, and Class Counsel shall respond to the Independent Fiduciary’s reasonable requests for information so the Independent Fiduciary can evaluate the Agreement.

4. **Defendants’ Review.** If Defendants conclude that the Independent Fiduciary’s determination does not comply with PTE 2003-39 or is otherwise deficient, Defendants shall so inform the Independent Fiduciary and Class Counsel within 14 days of receipt of the determination.

5. **Copy to Class Counsel.** Defendants shall ensure that that Class Counsel is provided with a copy of the Independent Fiduciary determination letter and report at least 14 days before the Final Approval Motion is due. Class Counsel may file the Independent Fiduciary’s letter and report with the Court.

## XV. CONDITIONS OF SETTLEMENT

1. Each of the following is an express condition of Settlement: (a) the Court has entered the Preliminary Approval Order substantially in the form required by this Agreement; (b) the Claims are certified on behalf of the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(1) and/or 23(b)(2) or alternatively under Rule 23(b)(3); (c) the Court has entered the Final Approval Order substantially in the form required by this Agreement and that Order is not reversed on appeal; (d) the Final Approval Order has become Non-Appealable; (d) none of the Excluded Persons receive any allocation of the Settlement; (e) the Class Account Data provided by Defendants to Class Counsel was and remains materially accurate (f) the Independent Fiduciary has issued a written determination approving and authorizing, on behalf of the Plan, the release of Released Claims set forth in Section XIII pursuant to PTE 2003-39; (g) if all of the Class Claims are certified pursuant to Federal Rule of Civil Procedure 23(b)(3), the number of Class Members who validly opt-out (as identified in the Class Account Data) do not meet or exceed the thresholds set forth in the Supplemental Confidential Agreement;

2. **Material Correctness of the Class Account Data Previously Provided by Defendants**. A condition of this Settlement is that the spreadsheets provided by Defendants to Class Counsel about the military leaves, the compensation and the pension contributions of the Class Members during the Class Period (the "Class Account Data") and the information provided regarding Plan investments is materially accurate. The Class Account Data will be considered materially accurate so long as aggregated calculation of the amount owed to the Class Members would not increase by more than $77,500 (5% of the Cash Settlement Amount) as compared to the aggregate calculation derived from the Class Account Data on which this Settlement was based. If the Class Account Data produced by Defendants to Class Counsel is not materially accurate,

Class Counsel will have the right, prior to the Final Approval Hearing, to withdraw from and void this Settlement, so long as notice of the exercise of such right is provided to the opposing Party within 14 days after the date Class Counsel learns of the material inaccuracy of the information. Except in the case of fraud or intentional misrepresentation discovered before or after Final Approval, the withdrawal right set forth in this Section is the Parties' sole and exclusive remedy with respect to any claimed inaccuracy in the Class Account Data or the Plan investment information, and no Party shall have any other right, claim, or remedy under contract, statute, or common law arising from or relating to such information.

3. **Non-Conditional Matters.** None of the following are a condition of the Settlement: (a) the Court awarding attorneys' fees or expenses to Class Counsel; (b) the Court awarding a Service Award to any of the Class Representatives or (c) approval of the Plan of Allocation proposed by Class Counsel. No action by the Court or any courts of appeal as to any of the foregoing will prevent the Final Order allowing the approval of the Settlement from becoming Non-Appealable.

## XVI. TERMINATION OF THE SETTLEMENT

1. **Termination Notice.** In the event that one of the Conditions in Section XV is not met and the Final Order has not become Non-Appealable, either Class Counsel or Defendants may terminate this Settlement by providing written notice to counsel for all other Parties to the Settlement within fourteen days (14) days after the event prompting the right to terminate ("Termination Notice").

2. **Effectiveness of Termination Notice.** The Termination Notice will become effective to void the Settlement Agreement only if and after the Settling Parties have failed to

reach a written agreement within thirty (30) days of the Termination Notice to modify this Settlement Agreement to resolve the issue or do not extend the time to reach such agreement.

3. **Effect of Withdrawal.** In the event that Class Counsel or Defendants exercise their right to withdraw from the Settlement Agreement within the time specified above, or any other circumstance which causes the Final Order to not become Non-Appealable and the Parties have not within thirty (30) days of such occurrence either entered into a written modification of the Settlement Agreement or agreed to extend the time to reach such agreement: (a) the monies in the Escrow Account (including any interest or earnings accrued while in Escrow, but less any amount paid or owing for taxes or other expenses incurred in connection with administering the Settlement Agreement while in Escrow, including any amounts necessary to prepare tax returns or monies paid or owing to the Escrow Agent), will be returned to each payor, pro rata according to the amount of its/his respective payment(s) into the Settlement Fund upon written request within ten (10) business days of such written request; (b) the Settling Parties will not be released from the claims asserted in this Litigation; (c) this Agreement will be void *ab initio*; and (d) the Parties' positions, rights, and responsibilities will be deemed to have reverted to their respective status in this Action as of June 10, 2026 and, except as may otherwise be expressly provided herein, the Settling Parties will proceed in all respects as if this Settlement Agreement never existed, including Defendants' right to oppose class certification; (e) any stipulation to class certification shall be null and void and shall not be used or referenced in any proceeding; and (f) nothing in this Agreement or in negotiations shall be used as evidence of liability or lack thereof.

## XVII. CLASS ACTION FAIRNESS ACT NOTICE

1. **CAFA Notice.** Within ten (10) days after the filing of the Settlement Agreement with the Court, Sun Country, at its own expense, will cause the notice required by CAFA, 28

U.S.C. § 1715, upon the Attorney General of the United States and the attorneys general of each state in which any Settlement Class Member resides.

2. **CAFA Notice Provided to Class Counsel.** Defendants will provide Class Counsel with a copy of the CAFA Notice and materials that Defendants sent within three (3) business days after such notices have been sent without further request by Class Counsel.

**XVIII. MISCELLANEOUS PROVISIONS**

1. **No Admission of Liability.** This Agreement and any proceedings taken hereunder are not, and shall not be construed as, or deemed to be, an admission, concession, or finding of any liability, fault, wrongdoing, violation of law, or breach of any duty by any Defendant or by any Released Defendant-Party. Neither this Agreement nor any of its terms shall be offered or received as evidence in any action or proceeding, except in an action or proceeding to enforce this Agreement.

2. **Notice and Cure Before Enforcement.** Before filing any action or motion to enforce this Agreement, the complaining Party shall provide written notice of the alleged breach to the other Party, identifying the alleged breach with reasonable specificity, and shall afford the other Party thirty (30) days from the date of such notice to cure the alleged breach. The foregoing shall not apply where emergency relief is required to prevent irreparable harm.

3. **Deemed Drafted Jointly.** This Agreement has been negotiated at arm's length, and shall be deemed to have been drafted jointly by the Parties. No provision shall be construed against any Party by virtue of the identity of the drafter.

4. **Headings.** Section and paragraph headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its choice-of-law rules, except to the extent that federal law (including USERRA and ERISA) applies, in which case federal law shall govern.

6. **Binding Effect; Successors.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns, including, without limitation, Allegiant and any other entity that acquires, is merged with, or succeeds to the business of Sun Country; provided, however, that (i) no assignment by any Party shall operate to relieve such Party of any of its obligations hereunder, and (ii) the Agreement shall be enforceable against any successor or assign solely with respect to obligations expressly undertaken by Sun Country in this Agreement and not yet fully performed as of the date of such succession or assignment, and shall not be construed to impose any additional or implied obligation on any successor or assign.

7. **Entire Agreement; Amendment.** This Agreement, including its exhibits and appendices, constitutes the entire agreement among the Parties concerning its subject matter and supersedes all prior negotiations and understandings. This Agreement may be amended only by a written instrument signed by all Parties and, after entry of the Final Approval Order, only with Court approval.

8. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (including PDF and DocuSign) shall be treated as original signatures.

9. **Authorizations.** Each Party (or the counsel executing this Agreement on such Party's behalf) represents and warrants that it has the full authority to execute and perform this Agreement.

10. **Computation of Time.** Unless otherwise specified, all references to "days" in this Agreement mean calendar days. If any deadline falls on a Saturday, Sunday, or federal holiday, the deadline shall be extended to the next business day.

11. **No Tax Advice.** No Party, counsel, or the Settlement Administrator is providing tax advice to any Settlement Class Member, and each Settlement Class Member is advised to consult his or her own tax advisor concerning the tax consequences of any distribution made pursuant to this Agreement.

12. **Notice to the Parties.** All notices required hereunder shall be in writing and shall be deemed given when delivered personally, one business day after deposit with a recognized overnight courier, or when sent by email with confirmation of receipt, addressed as follows:

<u>To Plaintiffs and the Settlement Class</u>:

R. Joseph Barton, The Barton Firm LLP, 1633 Connecticut Avenue NW, Suite 200, Washington, DC 20009; jbarton@thebartonfirm.com

Thomas G. Jarrard, Law Office of Thomas Jarrard, PLLC, 1020 N. Washington Street, Spokane, WA 99201; TJarrard@att.net

Kent M. Williams, Siri & Glimstad LLP, 745 Fifth Avenue, Suite 500, New York, NY 10151; kent.williams@sirillp.com

<u>To Defendants</u>:

Brienne M. Letourneau, Sidley Austin LLP, One S. Dearborn St., Chicago, IL 60603; BLetourneau@sidley.com

Tara C. Norgard, Carlson, Caspers, Vandenburgh & Lindquist PA, 225 South Sixth Street, Suite 4200, Minneapolis, MN 55402; tnorgard@carlsoncaspers.com

13. **Cooperation.** The Parties shall cooperate in good faith with respect to the procedural aspects of obtaining preliminary and final approval of this Settlement, the disbursement of the Settlement Fund in accordance with the Court-approved Plan of Allocation, and the execution of customary closing documents reasonably necessary to effectuate this Agreement. This Section shall not be construed to require any Party to produce additional documents, provide additional information, undertake any deposition or other discovery, or assume any obligation not expressly set forth in this Agreement.

14. **Confidentiality Pending Filing.** The Parties shall keep the terms of this Agreement and the negotiations leading to it confidential until the motion for preliminary approval is filed with the Court, except as necessary to: (i) comply with legal or regulatory requirements (including disclosure obligations of Sun Country under the federal securities laws); (ii) effectuate the terms of this Agreement (including retaining the Settlement Administrator, tax professionals, and any Independent Fiduciary); or (iii) make disclosures to a Party's accountants, auditors, insurers, or professional advisors, who shall be bound by equivalent confidentiality obligations.

15. **Return of Confidential Information.** After the later of distribution to Class Members of proceeds of the Settlement has been completed or 180 days after the Final Approval Order becomes Non-Appealable, the Parties will destroy any materials designated confidential, except that Class Counsel and Defense Counsel may maintain archival copies of documents and the Class Data used to provide Class Notice or Class Account Data to calculate Distributions of the Settlement to the Class following final disposition, but such materials will remain

confidential. Additionally, the Settlement Administrator may maintain the Class Data used to provide Class Notice or the Class Account Data to calculate distributions of the Settlement to the Class for one year following Final Disposition, on the condition that the Settlement Administrator agrees to and does maintain such materials subject to its agreement to maintain the confidentiality and use this information only for this litigation.

16. **Modification.** This Settlement Agreement may be amended or modified only by written instrument signed by Lead Class Counsel on behalf of Plaintiffs and the Classes, and by Defense Counsel on behalf of Defendant, or their respective successors in interest, and to the extent that such modifications are made after approval by the Court and such modification is material, after the Court has approved such modification.

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

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

19. **Appendices.** The appendix is attached Appendix A: USERRA Pilot 401(k) Contribution Methodology.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by their duly authorized representatives as of the dates set forth below.

FOR PLAINTIFFS AND THE SETTLEMENT CLASS:

Dated: 6/11/26

Nicholas Smith
Class Representative

Dated: 07/01/2026

Derik George
Derik George (Jul 1, 2026 16:33:18 CDT)

Derik George
Class Representative

Dated: 07/01/2026

Taylor Lehr (Jul 1, 2026 14:22:09 CDT)

Taylor D. Lehr
Proposed Class Representative

CLASS COUNSEL:

Dated: June 11, 2026

R. Joseph Barton
The Barton Firm LLP
1633 Connecticut Avenue NW, Suite 200
Washington, DC 20009

Dated: June 11, 2026

Thomas G. Jarrard
Law Office of Thomas Jarrard, PLLC
1020 N. Washington Street
Spokane, WA 99201

FOR DEFENDANTS:

Dated: 6/11/26

Sun Country, Inc.

By: 

Name: ROGE NEALE

Title: Chief Legal Officer

Dated: 6/11/26

The Board of Trustees of the Sun Country, Inc. 401(k) Profit Sharing Plan

By: 

Name: ROGE NEALE

Title: Chief Legal Officer