

# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

STEPHEN IDE et al., on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

BRITISH AIRWAYS, PLC (UK),

Defendant.

Case No. 20-cv-03542-JMF

**CLASS ACTION SETTLEMENT AGREEMENT**

Subject to the approval of the Court and pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Class Action Settlement Agreement, including its Exhibits (“Settlement Agreement” or “Settlement”), is entered into between Plaintiffs Stephen Ide, Karen Steele-Clarke, and Donald Dominique, Jr. (“Plaintiffs”) on behalf of themselves and the Settlement Class Members as defined below, and Defendant British Airways PLC (“BA”) (collectively, the “Parties”), in the above-captioned action, *Ide, et al. v. British Airways, PLC (UK)*, No. 20-cv-03542-JMF (S.D.N.Y.) (the “Litigation”).

**I. RECITALS**

WHEREAS, on May 6, 2020, Stephen Ide filed a class action complaint in the Litigation on behalf of himself and the Settlement Class alleging, among other things, that BA breached its Conditions of Carriage with its passengers when it failed to provide refunds for flights cancelled by BA because of COVID-19;

WHEREAS, on June 19, 2020, Stephen Ide filed a First Amended Class Action Complaint (“FAC”) in the Litigation which, among other things, added additional named plaintiffs Karen Steele-Clarke, Philip Tenn, and Donald Dominique, Jr.;

WHEREAS, on March 26, 2021, the Court granted BA’s motion to compel Mr. Dominique to arbitrate his claims and granted in part and denied in part BA’s motion to dismiss. The Court struck Plaintiffs’ request for statutory damages, punitive or exemplary damages, and injunctive relief;

WHEREAS, on April 16, 2021, BA filed its Answer to the FAC, denying allegations in the FAC and asserting affirmative defenses;

WHEREAS, on May 7, 2021, BA filed its Amended Answer to the FAC, denying allegations in the FAC and asserting additional affirmative defenses;

WHEREAS, BA denies each and every one of Plaintiffs’ allegations of breach of contract and damages, has asserted numerous defenses to Plaintiffs’ claims, and disclaims any liability whatsoever, and BA further denies that this case satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23;

WHEREAS, in September 2021, BA communicated to the European Consumer Protection Cooperation Network (“CPC”) that it would offer refunds for the unused portion of vouchers to those consumers who had selected a voucher to compensate them for a flight that BA cancelled between March 1, 2020 and November 19, 2020;

WHEREAS, BA has entered into a settlement agreement with Mr. Tenn to resolve his individual claims;

WHEREAS, this Settlement has been reached after hard-fought litigation and is the product of arm's-length settlement negotiations and mediation and discussions conducted under the supervision of an experienced mediator, former U.S. Magistrate Judge Diane M. Welsh (Ret.);

WHEREAS, the Parties have engaged in significant discovery that has allowed them to apprise themselves of the strengths, merits, risks, potential damages, and complexities of the case should it have proceeded in litigation, and to allow them to objectively analyze the fairness, reasonableness, and adequacy of the Settlement. To that end, BA deposed the Plaintiffs, and the Parties exchanged and met and conferred concerning a number of discovery requests, including interrogatories and requests for production. In response, BA has produced approximately 30,000 pages of documents, which included critical information concerning the merits of the case;

WHEREAS, this Settlement is not an admission by BA of wrongdoing, fault, liability, or damage of any kind. BA vigorously disputes the claims alleged in the Litigation and is entering into this Settlement to avoid burdensome and costly litigation. BA denies each and every one of the plaintiffs' allegations, has asserted numerous defenses to the plaintiffs' claims, disclaims any liability whatsoever, and BA further denies that this case satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23 for trial purposes. Without admitting any of the allegations made in the Litigation or any liability whatsoever, BA recognizes that a final resolution through the litigation process would require several more years of protracted, adversarial litigation, trial, and appeals, risk and expense, the distraction and diversion of BA's personnel and resources. BA is entering into this Settlement solely to eliminate the burdens, distractions, expense, and uncertainty of protracted litigation; and

WHEREAS, the Parties, as a result of their review of the substantial discovery that has been exchanged and their own independent investigation of the facts and legal claims, believe this

Settlement Agreement is fair, reasonable, and adequate because it provides substantial and immediate economic consideration to the Settlement Class in exchange for Settlement Class Members' release of their claims in accordance with this Settlement;

NOW, THEREFORE, without (a) any admission or concession on the part of Plaintiffs about the likelihood of success at trial, on appeal, or in other motion practice, or (b) any admission or concession of the merit of the Litigation or of liability or wrongdoing or the lack of merit of any defense whatsoever by BA, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiffs, the Settlement Class, and BA, that the Litigation and all Released Claims of the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to BA, subject to Court approval as required by Federal Rule of Civil Procedure 23, on the terms and conditions set forth herein.

The recitals stated above are true and accurate and are hereby made a part of this Settlement Agreement.

## II. DEFINITIONS

For the purposes of this Settlement Agreement, the following terms shall have the following meanings:

- A. **"BA's Counsel"** means DLA Piper US.
- B. **"CAFA Notice"** means the notice of this settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, pursuant to which, Defendants, through the Settlement Administrator, shall mail all required notices in accordance with its obligations thereunder. The form of CAFA Notice is attached as **Exhibit A**.
- C. **"Claim Form"** means the proposed Claim Form attached hereto as **Exhibit B** to be used by Settlement Class Members to submit claims under this Settlement Agreement, which is to

be approved by the Court in its Preliminary Approval Order and utilized in accordance with Section VII of this Settlement Agreement.

D. “**Claims Administration Expenses**” means the Class Notice expenses and other expenses incurred and billed by the Settlement Administrator in administering this Settlement Agreement, including, without limitation: preparing and disseminating the Class Notice; responding to inquiries from Settlement Class Members; creating and maintaining a Settlement Website; accepting, reviewing, validating, maintaining, and processing Claim Forms submitted by Settlement Class Members; and administering all Claims and other Settlement Agreement-related data through the conclusion of the settlement administration process.

E. “**Claim Deadline**” means the date by which a Claim Form must be e-mailed or postmarked to be considered timely. The Claims Deadline shall be set forth in the Preliminary Approval Order, the Class Notice, and the Settlement Website, and shall be eighty (80) days from the Class Notice Date.

F. “**Class Counsel**” or “**Plaintiffs’ Counsel**” means Adam Polk, Scott Grzenczyk, and Tom Watts of Girard Sharp LLP and Shanon J. Carson and John G. Albanese of Berger Montague PC.

G. “**Class Notice**” means the form of notice to be disseminated to Settlement Class Members informing them about the terms of this Settlement Agreement, their right to participate in this Settlement, to opt out or object to this Settlement, and to appear at the Final Approval Hearing, and instructing Settlement Class Members on how to submit a Claim Form. A copy of the proposed Notice of Settlement is attached as **Exhibit C** and the proposed Summary Notice is attached as **Exhibit D**.

H. “**Class Notice Date**” means date on which the Class Notice is sent by the Settlement Administrator to each Settlement Class Member.

I. “**Class Representatives**” or “**Named Plaintiffs**” means Stephen Ide, Karen Steele-Clarke, and Donald Dominique, Jr.

J. “**Class Period**” means the period commencing on March 1, 2020 and ending on December 31, 2021.

K. “**Court**” means the United States District Court for the Southern District of New York, the Honorable Jesse M. Furman.

L. “**Effective Date**” means the date on which all appellate rights with respect to the Final Order and Judgment have expired or have been exhausted in such a manner as to affirm the Final Order and Judgment, and/or when no further appeals are possible.

M. “**Final Approval Hearing**” means the final approval hearing to be held by the Court to consider and determine whether the proposed Settlement as contained in this Settlement Agreement should be approved as fair, reasonable, and adequate, whether Plaintiffs’ request for attorneys’ fees and expenses should be granted, and whether the Final Approval Order and Judgment granting final approval of this Settlement Agreement should be entered.

N. “**Final Approval Order and Judgment**” means the Final Approval Order and Judgment entered by the Court granting final approval to the terms of this Settlement as fair, reasonable and adequate, confirming the certification of the Settlement Class for settlement purposes, providing for the orderly performance and enforcement of the terms of this Settlement Agreement, discharging the Released Parties of and from all further liability for the Released Claims by the Releasing Parties, and permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or

indirectly, as an individual or collectively, representatively, derivatively, or in any other capacity of any kind whatsoever, any action in any state court, federal court, or any other tribunal, forum, or proceeding of any kind, the Released Claims against the Released Parties.

O. “**March 1 – November 19 Settlement Class Members**” means all Settlement Class Members who purchased a ticket for a BA flight where BA later canceled that flight between March 1, 2020 and November 19, 2020, and including those dates.

P. “**November 20 – December 31 Settlement Class Members**” means all Settlement Class Members who purchased a ticket for a BA flight where BA later cancelled that flight between November 20, 2020 and December 31, 2021, and including those dates.

Q. “**Notice of Settlement**” means the proposed Notice of Class Action Settlement in substantially the form of **Exhibit C** attached hereto.

R. “**Notice Plan**” means the plan approved by the Court in the Preliminary Approval Order for the purpose of providing notice of this Settlement Agreement to the Settlement Class Members, as described in Section VI.

S. “**Opt-Out and Objection Date**” means the date ordered by the Court, which the Parties shall request be set sixty (60) days after the Class Notice Date.

T. “**Preliminary Approval Order**” means the proposed Preliminary Approval Order preliminarily approving this Settlement and conditionally certifying the Settlement Class, substantially in the form of **Exhibit F** attached hereto.

U. “**Release**” means the release set forth in Section VIII.

V. “**Released Claims**” means any and all claims whether known or unknown, asserted or that could have been asserted in the litigation, relating to Plaintiffs’ and Settlement Class Members’ purchase of a ticket that was cancelled by BA (excluding claims for personal injury)

during the Class Period against the Released Parties under federal, state, foreign or any other law or regulation.

W. **“Released Parties”** means BA and each and all of its respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all of the respective present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, any trust of which BA is a settlor, trustee or beneficiary, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

X. **“Releasing Parties”** means Stephen Ide, Karen Steele-Clarke, and Donald Dominique, Jr., and all Settlement Class Members who have not validly and timely opted out of the Settlement Class, and all their respective spouses, children, executors, representatives, guardians, wards, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, and assigns, and all those who claim through them or who assert or could assert claims on their behalf.

Y. **“Settlement Administrator”** means the entity selected by the Parties, subject to the Court’s approval, to administer the Notice Plan, and to oversee the administration, processing, and resolution of Claim Forms as set forth in this Settlement Agreement.

Z. **“Settlement Class”** or **“Settlement Class Members”** means all persons or entities in the United States who purchased a ticket for a BA flight:

- (a) where BA later canceled that flight between March 1, 2020 and December 31, 2021, inclusive of those dates; and
- (b) the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg; and

- (c) the customer did not receive a refund or rebooking from BA; and
- (d) the customer received a voucher from BA and (1) with respect to the March 1 - November 19 Settlement Class Members did not already use the entire full value of the voucher; and (2) with respect to the November 20 - December 31 Settlement Class Members did not already use their voucher in whole or in part.

The Settlement Class excludes: (1) all persons who validly opt out of this Settlement in a timely manner; (2) governmental entities; (3) counsel of record (and their respective law firms) for the Parties; (4) BA's officers, directors, and employees; (5) any judge to whom the Litigation is assigned, along with his or her staff; and (6) anyone who has already released the Released Claims.

AA. **"Settlement Consideration"** shall mean the benefits available to Settlement Class Members as described in detail in Section IV.

BB. **"Settlement Website"** means the settlement website established by the Settlement Administrator, on which the Class Notice and other information relevant to this Settlement Agreement will be posted for the Settlement Class Members' benefit. The website and URL will not include any BA logos or trademarks. The URL shall be [www.flightrefundsettlement.com](http://www.flightrefundsettlement.com).

CC. **"Valid Claim"** means a Claim Form submitted by a Settlement Class Member that: (a) is submitted in accordance with the directions accompanying the Claim Form and the terms of this Settlement Agreement; (b) is accurately, fully, and truthfully completed and executed by a Settlement Class Member; (c) is signed physically or by electronic signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) is received by the Claims Deadline; and (e) is determined to be valid by the Settlement Administrator.

### III. MOTION FOR PRELIMINARY APPROVAL

1. Within ten (10) business days of this Settlement Agreement being executed, Plaintiffs shall file with the Court a Motion for Preliminary Approval of Class Action Settlement that seeks entry of the form of preliminary approval order attached as **Exhibit F** that:

- a. Conditionally certifies the Settlement Class and preliminarily approves this Settlement as fair, reasonable, and adequate;
- b. Approves the proposed Notice Plan and Notice of Settlement attached as **Exhibits C and D**;
- c. Establishes deadlines for the filing of objections and notices of opting out of this Settlement;
- d. Appoints the Settlement Administrator; and
- e. Sets a date for the Final Approval Hearing.

#### **IV. SETTLEMENT CONSIDERATION**

2. BA shall provide the following remedies to the Settlement Class in exchange for the Released Claims detailed in Section VIII.

##### **A. March 1 - November 19 Settlement Class Members**

3. The March 1 – November 19 Settlement Class Members have been provided the opportunity to receive a refund for their canceled ticket directly from BA as a result of the communication BA has made to the CPC. In addition to a refund, each March 1 – November 19 Settlement Class Member who submits a Valid Claim will receive the greater of: (a) four percent (4%) of the value of their remaining unused voucher; or (b) \$25.00.

##### **B. November 20 – December 31 Settlement Class Members**

4. All November 20 – December 31 Settlement Class Members who submit a Valid Claim will receive a cash refund equal to the value of their voucher, in replacement of the voucher, which will be cancelled.

**C. Notice of Availability of Remedies**

5. Within thirty (30) days of the Effective Date, BA shall send by e-mail a notice of availability of remedies to all U.S.-based BA customers who purchased a ticket for a BA flight and meet the following conditions:

- a. BA later canceled that flight between March 1, 2020 and December 31, 2021, inclusive of those dates;
- b. the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg;
- c. the customer did not receive a refund, or a voucher, or a rebooking from BA; and
- d. BA has e-mail contact information for the customer.

6. The e-mail shall apprise the customer of the fact that BA’s records indicate that the customer has not selected a remedy and for those customers who booked directly through BA, to the extent reasonably feasible from a technical perspective the e-mail will provide a link to BA’s website or its Manage My Booking page, where the person or entity can select a remedy (a full refund, a voucher, or a rebooking) for the canceled flight subject to BA’s Conditions of Carriage and those who have booked through an agent will be directed to contact their agent to select their remedy. No person is releasing any claims in favor of BA in exchange for BA sending the notice of availability of remedies.

**V. CLASS CERTIFICATION**

**A. Certification of Settlement Class**

7. For settlement purposes only, and without any finding or admission of any wrongdoing or fault by BA, and solely pursuant to the terms of this Settlement Agreement, the Parties consent to, and agree to, the conditional certification of the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3).

**B. Certification is Conditional**

8. The certification is conditional on the Court's approval of this Settlement. In the event the Court does not approve all the terms of this Settlement Agreement, or if this Settlement Agreement is voluntarily or involuntarily terminated for any reason, then the certification of the Settlement Class shall be void and this Settlement Agreement and all orders entered in connection herewith, including, but not limited to, any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Litigation or in any other case or controversy. And, in such an event, this Settlement Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date before this Settlement Agreement was executed, and BA shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class treatment.

**C. Reservation of Rights**

9. BA contends that the Litigation could not be certified as a class action under Federal Rule of Civil Procedure 23(b) other than for settlement purposes. Nothing in this Settlement Agreement shall be construed as an admission by BA that the Litigation or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement

Agreement shall prevent BA from opposing class certification or seeking decertification of a class in this matter if final approval of this Settlement is not obtained, or not upheld on appeal. BA supports certification of the Settlement Class for settlement purposes only.

## **VI. CLASS SETTLEMENT NOTICE**

### **A. Settlement Administrator**

10. Class Counsel conducted a request for proposal/bidding process and the Parties selected the Settlement Administrator, Angeion Group (“Angeion”), accordingly. In their motion for preliminary approval, Plaintiffs will propose that Angeion be appointed as the Settlement Administrator, to facilitate and implement the notice process and Notice Plan, to oversee and administer the Claim Form submission process, and to perform all other duties of the Settlement Administrator as set forth in this Settlement Agreement.

11. BA shall pay all the costs of the Settlement Administrator and provide all reasonable information to the Settlement Administrator needed to provide notice and administer this Settlement.

### **B. Notice Plan**

12. The Parties and the Settlement Administrator have developed an appropriate and reasonable Notice Plan to reach Settlement Class Members. The Notice of Settlement and Notice Plan is designed to provide clear and concise notice of the terms of this Settlement Agreement in plain, easily understood language. The Parties acknowledge and expressly agree that the Notice Plan constitutes due and sufficient notice under Federal Rule of Civil Procedure 23. The Parties will recommend to the Court the Notice Plan, to be administered by the Settlement Administrator.

13. Under the Notice Plan, BA shall provide the Settlement Administrator with a list of the names, e-mail addresses (if available), mailing addresses (if e-mail is unavailable),

passenger name records, voucher amounts, and amount of vouchers unused for Settlement Class Members, within thirty (30) days of the Preliminary Approval Order, and the Settlement Administrator shall promptly cause (a) the Notice of Settlement to be disseminated to all Settlement Class Members via e-mail and (b) the Summary Notice to be disseminated by U.S. first-class mail, postage prepaid, to any Settlement Class Members with respect to whom BA does not have an e-mail address on file as of the Class Notice Date. The Class Notice shall conform substantially with the notices attached as **Exhibits C and D**. The information set forth in this Paragraph will not be shared with Class Counsel.

14. Approximately forty-five (45) days prior to the Claim Deadline, the Settlement Administrator shall send one reminder notice via e-mail to all Settlement Class Members for whom e-mails are available who have not yet submitted a Claim Form. The reminder notice shall conform substantially with the notice attached as **Exhibit C**.

15. For any e-mails to Settlement Class Members that are returned to the Settlement Administrator as undeliverable and for Settlement Class Members for whom BA does not have an e-mail address, a Summary Notice shall be sent to each Settlement Class Member's last known address on a double-sided postcard with a change of address form on the back flap. For any mail that is returned, the Settlement Administrator shall use publicly available records to attempt to find an updated address and re-send the Summary Notice to such individuals within three (3) business days.

16. The Settlement Administrator will also create and maintain the Settlement Website to be activated within five (5) days following entry of the Preliminary Approval Order. The Settlement Administrator has secured an appropriate URL, [www.INSERT.com](http://www.INSERT.com). The Settlement Website will have a Claim Form submission capability, contain the Preliminary Approval Order

and any other orders of the Court concerning this Settlement, the Notice of Settlement, this Settlement Agreement and its Exhibits, and other information regarding the Court approval process as agreed to by the Parties. The Settlement Website will also contain other important case documents, including any motion for attorney's fees, costs, expenses and service awards (and supporting documentation), and motions for preliminary and final approval. In addition, the Settlement Website will include a section for frequently asked questions and procedural information regarding the status of this Settlement and Court-approval process, such as an announcement when the final approval hearing is scheduled, deadlines for opting out and objecting, when the Final Approval Order and Judgment has been entered, and when the Effective Date is expected or has been reached. The Settlement Website may not include any of BA's logos or trademarks. BA will not display ads or otherwise make reference to this Settlement on any of its or its affiliates' websites. The Settlement Administrator will terminate the Settlement Website forty-five (45) days after either (a) the Effective Date, or (b) the date on which this Settlement is terminated or otherwise not approved by a court. The Settlement Administrator will then promptly transfer ownership of the URL to BA.

17. The Settlement Administrator will also establish a toll-free telephone number for Settlement Class Members to call and receive prerecorded answers to questions regarding this Settlement and will also set up an e-mail address to handle Settlement Class Members' inquiries, which will be included in the Notice of Settlement and on the Settlement Website.

18. BA shall serve notice of this Settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after Plaintiffs file their motion for preliminary approval of this Settlement. A proposed form of CAFA Notice without the accompanying attachments is attached as **Exhibit A**. Within a reasonable time

thereafter, BA shall file with the Court a certification of the date(s) on which the CAFA Notice was served.

## VII. CLAIMS SUBMISSION PROCESS AND ADMINISTRATION

19. The Settlement Administrator shall cause the Claim Form to be available and fillable on the Settlement Website. The Claim Form shall conform with the form attached as **Exhibit B**. Any Settlement Class Member who wishes to submit a Claim must timely complete, sign (by hard copy or electronic signature, or through the Settlement Website), and submit a Claim Form providing the Settlement Administrator with all requested information. A Claim Form that does not meet these requirements is deficient and shall promptly (*i.e.*, within one week), be responded to by the Settlement Administrator using a deficiency letter giving the Settlement Class Member twenty-one (21) days to respond. A Claimant shall have at least one opportunity to cure any deficiency associated with their Claim Form. The Settlement Administrator shall receive, process, and make determinations regarding all Claim Forms, pursuant to the terms of this Settlement Agreement, as promptly as possible.

20. Claim Forms that are electronically submitted must be submitted by the Claims Deadline. If mailed, the Claim Form must be postmarked by the Claims Deadline.

21. The Settlement Administrator shall use adequate and customary procedures and standards to prevent the payment of fraudulent claims, including, but not limited to: (i) validating claims against BA's records, (ii) determining the amount of interest or refund to be provided against BA's records, (iii) using a class member identifier, which will be matched to the notice list, and (iv) screening for multiple or fraudulent claims which are not consistent with the facts. The Settlement Administrator shall have the right to audit claims and the Settlement Administrator,

when necessary, may request additional information from Settlement Class Members submitting Claim Forms and from BA.

22. The Settlement Administrator shall approve or deny all Claim Forms and will only approve Valid Claims. If any fraud is detected or reasonably suspected, the Settlement Administrator may request further information from the Settlement Class Member and from BA or deny claims, subject to the ultimate oversight of the Court. The Settlement Administrator will immediately notify and provide all details to both Class Counsel and BA's Counsel if it suspects any person of committing fraud at any time, so that the Parties can meet and confer and advise the Settlement Administrator, and the Court, if necessary, concerning any response to be taken.

23. The Settlement Administrator shall make all payments for the March 1 – November 19 Settlement Class Members that are owed pursuant to this Settlement Agreement, and within thirty (30) days after the Claim Deadline shall provide an invoice to BA, copying Class Counsel, of the total amount owed, which will be paid to the Settlement Administrator by BA within thirty (30) business days after the Effective Date. BA will issue all refunds made to the March 1 – November 19 Settlement Class Members pursuant to the communication to the CPC. BA will issue all refunds for the November 20 – December 31 Settlement Class Members who have submitted Valid Claims after receipt of a request from the Claims Administrator.

24. All payments by the Claims Administrator owed to Settlement Class Members who submit Valid Claims shall be made within thirty (30) days of the Effective Date. The Settlement Administrator shall issue its payments via PayPal (electronically) or check (standard mail) at the election of the Settlement Class Member, who can make such election on their Claim Form or via the Settlement Website. All settlement checks that are issued to Settlement Class Members will be valid for 180 days from the date of issuance. Any funds from voided checks shall be returned by

the Settlement Administrator to BA or its assigns. The Settlement Administrator is authorized to reissue checks to Settlement Class Members who have lost them, subject to instituting reasonable measures to verify the identity of the Settlement Class Member requesting the reissued check, and is also authorized during the 180 day check-cashing period to take reasonable steps to encourage check-cashing, including by emailing and/or mailing reminder notices, and/or calling those who have not yet cashed their check, to remind them to cash their checks by the deadline.

25. The Settlement Administrator shall maintain and preserve records of all of its activities until 90 days after the 180 -day check-cashing deadline, including logs of all telephone calls, e-mails, mailings, visits to the Settlement Website, and all other contacts with actual and potential Settlement Class Members, in a computerized database with readily retrievable records. The database shall also include a running tally of the number of and types of materials mailed or disseminated by the Settlement Administrator. The Settlement Administrator shall provide Class Counsel and BA's Counsel with weekly written reports, beginning on the Notice Date and continuing until the end of the check-cashing period, summarizing all statistics and actions taken by the Settlement Administrator in connection with administering this Settlement.

26. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Parties and/or the Court as the Court may require or as Class Counsel or BA requests.

### **VIII. RELEASE**

27. Upon the Effective Date, and by operation of the judgment, the Releasing Parties shall be deemed to have fully, finally, and forever released, relinquished, and discharged against the Released Parties all Released Claims (including, without limitation, any unknown claims), as

well as any claims arising out of, relating to, or in connection with, the defense, the settlement or resolution of the Litigation or the Released Claims.

28. This release includes a release of any and all rights and benefits under Section 1542 of the California Civil Code (and any and all similar provisions, rights, and benefits conferred by any law), which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Releasing Parties and BA agree that the above waiver of rights under Section 1542 is an essential term of this Settlement Agreement. The Releasing Parties acknowledge and understand that they may later discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in this Settlement Agreement. Nevertheless, it is the intention of the Releasing Parties to fully, finally, and forever settle and release the Released Claims against the Released Parties that exist, hereafter may exist, or might have existed.

#### **IX. OBJECTIONS AND OPT-OUTS (REQUESTS FOR EXCLUSION)**

29. Any Settlement Class Member who wishes to object to this Settlement Agreement must serve on the Settlement Administrator their objection no later than the Opt-Out and Objection Date. Any objection must be in writing, and include the following information: (a) the objector's name, address, telephone number, e-mail address, and, if represented by counsel, the name, address, telephone number, and e-mail address of his or her counsel; (b) the objector's passenger name record for the flight(s) at issue; (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (d) copies of any papers, briefs, or other documents upon which the objection is based or upon which the objector or his or

her counsel intends to rely; (e) a statement of whether the objector or their counsel intends to appear at the Final Approval Hearing, either in person or through counsel; and (f) the objector's handwritten signature.

30. Any objector or their counsel who intends to make an appearance at the Final Approval Hearing shall serve on Class Counsel and BA's Counsel a notice of intention to appear at the Final Approval Hearing by no later than the Opt-Out and Objection Date.

31. The Settlement Administrator shall provide Class Counsel and BA's Counsel with copies of any objections received by it on a weekly basis.

32. Any Settlement Class Member who wishes to be excluded from the Settlement (*i.e.*, to opt out of the Settlement Class), must serve a written request for exclusion to the Settlement Administrator, e-mailed or post-marked by the Opt-Out and Objection Date. The written request must provide the Settlement Class Member's name, address, telephone number, and e-mail address, state that the Settlement Class Member requests exclusion from the Settlement Class and must be signed by the Settlement Class Member. Any Settlement Class Member who does not submit a timely request for exclusion shall be bound by all subsequent proceedings, orders, and the Final Order and Judgment in the Litigation relating to this Settlement, even if the Settlement Class Member has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against BA relating to the Released Claims.

33. The Settlement Administrator shall receive and maintain the exclusion requests and provide copies of any exclusion requests to Class Counsel and BA's Counsel as they are received. A complete list of all Settlement Class Members who submitted timely, valid exclusion requests, as well as any objections to this Settlement, will be filed with the Court as part of a Declaration of

the Settlement Administrator, at the same time that Plaintiffs filed their Motion for Final Approval of Class Action Settlement.

**X. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

34. Class Counsel will file a Motion for Attorneys' Fees and Costs, and Service Awards, pursuant to the schedule set forth by the Court in the Preliminary Approval Order, but at least twenty-one (21) days before the Opt-Out and Objection Date, with the total amount requested not to exceed \$1,260,000 in attorneys' fees and not to exceed \$16,250 in costs and out-of-pocket expenses. These amounts shall be paid by BA separate and apart from any relief provided to the Settlement Class and shall not reduce the amounts owed to Settlement Class Members.

35. The amounts of attorneys' fees and expenses set forth above was not discussed or negotiated under the supervision of the mediator until after the substantive terms of this Settlement, including the consideration to the Settlement Class, had been negotiated and agreed upon. The amount of the attorneys' fees and expenses to be sought by Class Counsel was mediated by the Honorable Diane M. Welsh (Ret.) only after the Parties fully reached agreement on the consideration of the relief to be afforded under the Settlement to the Settlement Class.

36. BA will wire the attorneys' fees and expenses approved by the Court in its Final Approval Order to an account specified by Class Counsel within twenty (20) business days of the Effective Date, provided that BA has received the applicable completed W-9 form and any necessary wiring instructions.

37. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and expenses in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. The amounts awarded by the Court in attorneys'

fees and expenses shall be the sole aggregate compensation paid by BA to Class Counsel in connection with the Litigation.

38. Class Counsel may make an application for service awards in amounts not to exceed \$5,000 each for Stephen Ide and Karen Steele Clarke, and \$2,000 for Donald Dominique, Jr. to compensate them for their efforts as Class Representatives and commitment on behalf of the Settlement Class.

39. BA shall pay any service awards granted by the Court within thirty (30) days after the Effective Date, provided that BA has received a completed W-9 form and any necessary payment instructions for each Class Representative.

40. In the event the Court declines to approve, in whole or in part, the payment of service awards in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect.

#### **XI. ENTRY OF FINAL APPROVAL ORDER AND JUDGMENT**

41. This Settlement Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order and Judgment that grants final approval of this Settlement Agreement and orders the consideration specified herein, which consideration shall be subject to the terms and conditions of this Settlement Agreement and the Parties' performance of their continuing rights and obligations hereunder. The Final Approval Order and Judgment shall:

- a. Grant final approval of this Settlement and direct its implementation pursuant to the terms and conditions of this Settlement Agreement;
- b. Confirm that the Notice Plan complies in all respects with the requirements of due process and Rule 23 by providing due, adequate, and sufficient notice to the Settlement Class;

- c. Determine that this Settlement is fair, reasonable and adequate;
- d. Effect the Release as provided in Section VIII;
- e. Permanently bar and enjoin all Settlement Class Members from initiating, maintaining, prosecuting, or pursuing, either directly or indirectly, any claim or action asserting Released Claims;
- f. Direct that the Litigation be dismissed with prejudice;
- g. State pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct that the Final Order and Judgment is a final, appealable order; and
- h. Retain the Court's continuing and exclusive jurisdiction over the Parties, including all Settlement Class Members, to construe and enforce this Settlement Agreement in accordance with its terms for the mutual benefit of the Parties.

## **XII. DISMISSAL**

42. Upon final approval of this Settlement Agreement by the Court, the Litigation will be dismissed with prejudice, including Plaintiffs Stephen Ide's, Karen Steele-Clarke's, and Donald Dominique, Jr.'s individual claims, as provided for in the Final Order and Judgment.

## **XIII. TERMINATION**

43. Either Party may unilaterally terminate this Settlement, declare it null and void, and have no further obligations under this Settlement Agreement, if any of the following conditions subsequently occurs:

- a. The Parties fail to obtain and maintain preliminary approval of the proposed Settlement;

- b. Any court requires a Notice Plan that is materially different than as specifically set forth in Section VI and attached **Exhibits C and D** or a material change to the Claims Form submission process and administration specifically set forth in Section VII;
- c. Any court orders BA to pay, in the aggregate, attorneys' fees, and other expenses in connection with the Litigation in excess of the \$1,276,250 plus Claims Administration Expenses, or requires material changes to the Settlement Consideration as specifically set forth in Section IV and Section VII;
- d. The Court fails to enter a Final Order and Judgment consistent with the provisions in Section XI; or
- e. This Settlement Agreement is not upheld on appeal, including review by the United States Supreme Court.

44. The decision of any court not to approve in full the request by Class Counsel for attorneys' fees and other expenses shall not be grounds for Plaintiffs, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement.

45. If this Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, this Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

#### **XIV. DENIAL OF WRONGDOING AND LIABILITY**

46. BA has denied and continues to deny that it has breached any contract with Plaintiffs and the Settlement Class Members as alleged in the Litigation or failed to issue refunds as required. In addition, BA maintains that it has meritorious defenses to the claims alleged in the Litigation, believes a litigation class could not be certified, and that it would have prevailed at trial. Nonetheless, taking into account the uncertainty, risks, and costs inherent in any litigation, BA has concluded that further conduct of the Litigation could be protracted, burdensome, expensive, and distracting. BA has, therefore, determined that it is desirable and beneficial to the Company that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. This Settlement shall in no event be construed as or deemed to be evidence of an admission or concession by BA with respect to any claim or fault, liability, wrongdoing, or damage whatsoever.

#### **XV. ADDITIONAL PROVISIONS**

##### **A. Best Effort to Obtain Court Approval**

47. The Parties shall use their best efforts to obtain Court approval of this Settlement, subject to the Parties' rights to terminate this Settlement Agreement set forth in Section XIII.

##### **B. No Admission of Liability**

48. This Settlement Agreement, whether or not it shall become final, and any and all negotiations, communications, and discussions associated with it, shall not be:

a. Offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party, of the truth of any fact alleged by Plaintiffs or defense asserted by BA of the validity of any of the Released

Claims, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault, or wrongdoing on the part of Plaintiffs or BA;

b. Offered or received by or against Plaintiffs or BA as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule, or regulation or of any liability or wrongdoing by BA, or of the truth of any of the claims made in the Litigation, and evidence thereof shall not be directly or indirectly admissible in any way (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and the Final Approval Order and Judgment including, without limitation, asserting as a defense the Release and waivers provided herein;

c. Offered or received by or against Plaintiffs or BA as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing or in any way referred to for any other reason as against BA, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, Plaintiffs or BA may refer to it to enforce their rights hereunder; or

d. Construed as an admission or concession by Plaintiffs, the Settlement Class, or BA that the consideration to be given hereunder represents the consideration that could or would have been obtained through trial in the Litigation. These prohibitions on the use of this Settlement Agreement include, but are not limited to, any individual lawsuit preserved from release by an individual Settlement Class Member opting out of this Settlement.

**C. Communications with BA's Customers and Other Members of the Public**

49. BA reserves the right to communicate with its customers and members of the public in the ordinary course of business. BA will refer any inquiry initiated by a Settlement Class Member about the subject-matter of this Settlement to the Settlement Administrator where possible.

50. With the exception of the Class Notice, no Party or counsel shall issue any statement to the media or press regarding this Settlement.

51. The Parties and their counsel agree that no party or counsel shall make any disparaging public announcements about the other.

**D. Entire Agreement**

52. This Settlement Agreement, including all Exhibits hereto, shall constitute the entire agreement among the Parties with regard to this Settlement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of this Settlement Agreement. This Settlement Agreement may not be changed, modified, or amended except in a writing signed by all Parties and, if required, approved by the Court. The Parties contemplate that certain of the Exhibits to this Settlement Agreement relating to Class Notice may make non-material modifications by subsequent agreement of BA and Class Counsel prior to dissemination to the Settlement Class, without requirement of Court approval.

**E. Governing Law**

53. This Settlement Agreement shall be construed under and governed by the laws of the State of New York, applied without regard to laws applicable to choice of law.

**F. Execution by Counterparts**

54. This Settlement Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures sent by e-mail or by Docusign shall be treated as original signatures and shall be binding.

**G. No Assignment**

55. Plaintiffs and Class Counsel represent and warrant that none of Plaintiffs' Claims referred to in the Litigation or this Settlement Agreement have been assigned, encumbered, or in any manner transferred in whole or in part.

**H. Stay of Proceedings**

56. The Parties shall request that upon entry of the Preliminary Approval Order, all proceedings in the Litigation shall be stayed and all Settlement Class Members shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Parties unless and until they submit a valid request for exclusion from this Settlement.

**I. Binding Effect**

57. This Settlement Agreement shall be binding upon, and inure to the benefit of, the heirs, successors, assigns, executors and legal representatives of the Parties to this Settlement Agreement and all Released Parties.

**J. Severability**

58. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision.

**K. Reasonable Extensions.**

1. The Parties may agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

**L. No Primary Drafter of Settlement Agreement**

59. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. None of the Parties shall be considered to be the primary drafter of this Settlement Agreement.

**M. Effect of Waiver of Provisions**

60. The waiver by any Party of any provision of this Settlement Agreement shall not constitute a waiver of any other provision of this Settlement Agreement.

**N. Variance In Terms**

61. In the event of any variance between the terms of this Settlement Agreement and any of the Exhibits hereto, the terms of this Settlement Agreement shall control and supersede the Exhibit(s).

**O. Exhibits to Settlement Agreement**

62. All Exhibits to this Settlement Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein.

**P. Confidentiality of Discovery Materials and Information**

63. The Parties, their counsel, and any experts in the Litigation agree that they shall remain subject to the Court's Protective Order with respect to confidentiality. Within sixty (60) days after the Effective Date, Class Counsel and Plaintiffs shall destroy all confidential documents, data and information, and all copies thereof in their possession, custody, or control, provided by BA to Class Counsel or anyone they employed or retained in the Litigation. As soon as reasonably

practicable, but no later than seventy-five (75) days after the Effective Date, Class Counsel shall deliver a letter to BA certifying their compliance with this paragraph. As of the Effective Date, Class Counsel and Plaintiffs agree that BA may discontinue the litigation hold process and preservation in connection with the Litigation.

**Q. Authorization to Enter Settlement Agreement**

64. The individual signing this Settlement Agreement on behalf of BA represents that he is fully authorized by BA to enter into, and to execute, this Settlement Agreement on behalf of BA. Class Counsel represent that they are fully authorized to execute this Settlement Agreement on behalf of Plaintiffs and the proposed Settlement Class subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e). Plaintiffs enter into and execute this Settlement Agreement on behalf of themselves, and as proposed representatives of the Settlement Class subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

**R. Tax Consequences and Liability**

65. No opinion concerning the tax consequences of this Settlement Agreement to any Settlement Class Member is given or will be given by BA, BA's counsel, or Class Counsel. The Class Notice will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of this Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for their tax reporting and other obligations respecting this Settlement, if any.

**S. Notices**

66. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by mail and e-mail to the following addresses:

- a. If to the Plaintiffs or Class Counsel:

Shanon J. Carson  
**BERGER MONTAGUE PC**  
1818 Market Street, Suite 3600  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 875-3000  
scarson@bm.net

John G. Albanese  
**BERGER MONTAGUE PC**  
43 S.E. Main Street, Suite 505  
Minneapolis, Minnesota 55414  
Telephone: (612) 594-5933  
jalbanese@bm.net

Adam Polk  
Scott Grzenczyk  
Tom Watts  
**GIRARD SHARP LLP**  
601 California Street, Suite 1400  
San Francisco, CA 94108  
Telephone: (415) 981-4800  
apolk@girardsharp.com  
scottg@girardsharp.com  
tomw@girardsharp.com

b. If to BA or BA's Counsel:

**DLA PIPER LLP (US)**

Keara M. Gordon  
Colleen Carey Gulliver  
1251 Avenue of the Americas  
New York, NY 10020-1104  
Tel: 212-335-4500

**AGREED TO BY THE PARTIES AND THEIR RESPECTIVE COUNSEL.**

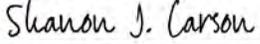
*Signatures on next page.*

Dated: May \_\_\_\_, 2022

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Stephen Ide

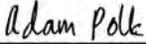
\_\_\_\_\_  
Karen Steele-Clarke

DocuSigned by:  
  
8189879D7547D...  
Donald Dominique, Jr.

DocuSigned by:  
  
5A9289ABD8954D8...  
Shanon J. Carson  
BERGER MONTAGUE PC  
1818 Market Street, Suite 3600  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 875-3000  
scarson@bm.net

John G. Albanese  
BERGER MONTAGUE PC  
43 S.E. Main Street, Suite 505  
Minneapolis, Minnesota 55414  
Telephone: (612) 594-5933  
jalbanese@bm.net

DocuSigned by:



CC87082784B4FD...  
Adam Polk

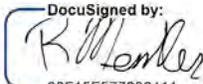
Scott Grzenczyk  
Tom Watts  
GIRARD SHARP LLP  
601 California Street, Suite 1400  
San Francisco, CA 94108  
Telephone: (415) 981-4800  
apolk@girardsharp.com  
scottg@girardsharp.com  
tomw@girardsharp.com

*Counsel for Plaintiffs Stephen Ide, Karen Steele-Clarke, Donald Dominique, Jr., and the Proposed Settlement Class*

---

Keara Gordon  
Colleen M. Carey Gulliver  
Haley Torrey  
Michael Manzo  
DLA PIPER  
1241 Avenue of the Americas  
New York, NY 10020  
Telephone: (212) 335-4632  
keara.gordon@us.dlapiper.com  
colleen.gulliver@us.dlapiper.com  
haley.torrey@us.dlapiper.com  
michael.manzo@us.dlapiper.com

*Counsel for Defendant British Airways  
PCL (UK)*

DocuSigned by:  
  
80F15F577606411...

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Richard Mendles  
General Counsel, Americas

*Defendant British Airways  
Plc (UK)*

# EXHIBIT A



**DLA Piper LLP (US)**  
1251 Ave. of the Americas  
New York, New York 10020-1104  
www.dlapiper.com

Keara M. Gordon  
keara.gordon@dlapiper.com  
T 212.335.4632  
F 212.884.8632

May \_\_, 2022  
*VIA UPS*

Attorney General of the United States  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, D.C. 20530-0001

Attached Distribution List (appropriate state officials)

**Re: *Stephen Ide, et al. v. British Airways Plc.***  
**Case No. 12-cv-5567-RJD-CLP (S.D.N.Y.)**  
**Notice of Class Action Settlement under 28 U.S.C. § 1715**

Dear Attorney General:

**Notice of Class Action Settlement**

We are writing to you on behalf of British Airways Plc (“BA”), the defendant in *Ide, et al. v. British Airways, PLC (UK)*, 20-cv-03542-JMF (S.D.N.Y.) (the “Litigation”), to provide notice of a proposed class action settlement filed with the Court on May 20, 2022. This proposed settlement is subject to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 *et seq.* (“CAFA”), and this letter constitutes the notice that must be sent to the appropriate federal and state officials pursuant to Section 1715(b) of CAFA.

The proposed settlement resolves the Litigation, which Mr. Stephen Ide, Ms. Karen Steele-Clarke, Mr. Philip Tenn, and Mr. Dominique Donald, Jr. brought on behalf of a class of all persons or entities in the United States who purchased at least one ticket for a BA flight that was canceled



between January 1, 2020, and the present and who did not receive a refund.<sup>1</sup> They allege that BA breached its Conditions of Carriage with its passengers because it allegedly failed to provide refunds for flights cancelled by BA in the wake of COVID-19 when asked to do so. They further claim that Settlement Class Members received vouchers when they actually wanted refunds.

BA denies that it did anything wrong, denies each and every one of the plaintiffs' allegations of wrongful conduct and damages, asserted numerous defenses, and disclaims any wrongdoing or liability whatsoever. BA always offered refunds and in fact provided refunds to passengers who initially requested one. BA also believes that a litigation class could not be certified, among other things, because the plaintiffs could not prove their claims using common proof that was general to the class rather than specific to its members. Finally, BA is confident that it would have prevailed at trial. Nevertheless, BA has agreed to settle the Litigation solely to avoid the cost, delay, and uncertainty of further litigation.

### **Settlement Consideration**

The settlement provides the Settlement Class with significant economic consideration.

As a result of a commitment BA made to the European Consumer Protection Cooperation Network ("CPC"), BA is offering all March 1 – November 19 Settlement Class Members the opportunity to receive a full refund for their canceled ticket in exchange for their voucher directly from BA. In addition to a full refund, in connection with the proposed settlement, each March 1 – November 19 Settlement Class Member who submits a valid claim will receive the greater of: (a) four percent (4%) of the value of their remaining unused voucher, or (b) \$25.00.

All November 20 – December 31 Settlement Class Members who submit a valid claim will receive a cash refund equal to the value of their voucher, in replacement of the voucher, which will be cancelled.

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<sup>1</sup> The "Settlement Class" or "Settlement Class Members" is comprised of all persons or entities in the United States who purchased a ticket for a BA flight:

- a. where BA later cancelled that flight between March 1, 2020 and December 31, 2021; and
- b. the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg; and
- c. the customer did not receive a refund or rebooking from BA; and
- d. the customer received a voucher from BA and (1) with respect to the March 1 - November 19 Settlement Class Members did not already use the entire full value of the voucher; and (2) with respect to the November 20 - December 31 Settlement Class Members did not already use their voucher in whole or in part.

"March 1 – November 19 Settlement Class Members" means all [Settlement Class Members] who purchased a ticket for a BA flight where BA later cancelled that flight between March 1, 2020 and November 19, 2020. "November 20 – December 31 Settlement Class Members" means all [Settlement Class Members] who purchased a ticket for a BA flight where BA later cancelled that flight between November 20, 2020 and December 31, 2021.



Within thirty (30) days of the effective date, BA shall send by e-mail a Notice of Availability of Remedies to all U.S.-based BA customers who purchased a ticket for a BA flight and meet the following conditions:

1. BA later canceled that flight between March 1, 2020 and December 31, 2021;
2. the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg;
3. the customer did not receive a refund, or a voucher, or a rebooking from BA; and
4. BA has e-mail contact information for such customer.

The e-mail will have a link to BA's Manage My Booking page, where the person or entity can select a full refund, a voucher, or a rebooking for the canceled flight subject to BA's Conditions of Carriage.

### **Section 1715(b) Information**

Pursuant to Section 1715(b) of CAFA, BA provides the following information regarding the settlement of this class action:

1. The original Complaint, filed on May 6, 2020 and attached hereto as Exhibit 1.
2. The Amended Class Action Complaint, filed on June 19, 2020 and attached hereto as Exhibit 2.
3. Notice of Plaintiffs' Notice of Motion and Unopposed Motion for Preliminary Approval of Proposed Settlement, filed on May 20, 2022, attaching a supporting memorandum with exhibits, including the Settlement Agreement and proposed plan of notification to the Settlement Class Members], attached hereto as Exhibit 3. The proposed plan of notification informs the [Settlement Class Members of their right to request exclusion from the class action.
4. As of the date of this notice, the Court has yet to schedule a fairness hearing on the settlement.
5. The parties estimate that there are approximately 20,000 Settlement Class Members in total. For some Settlement Class Members, BA possesses: (a) contact information only in the form of e-mail addresses, as opposed to physical addresses; or (b) multiple physical addresses that may have conflicting states of residence. As a result, it is not feasible to provide the names of all [Settlement Class Members] who reside in each state. A chart listing the number of [Settlement Class Members] that BA estimates likely reside in each state is attached hereto as Exhibit 4.

The Court's full docket and case information is publicly available on the PACER system at <https://pacer.gov>. The Settlement Claims Administrator<sup>2</sup> will also maintain a settlement

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<sup>2</sup> "Settlement Claims Administrator" means the entity selected by the Parties, subject to the Court's approval, to administer notice and to oversee the processing and resolution of Claim Forms as set forth in the Settlement Agreement



Attorney General  
May \_\_, 2022  
Page Four

website, <http://www.flightrefundsettlement.com>, which will be operational shortly and will contain updated materials pertinent to the settlement and the Court approval process.

Very truly yours,

**DLA Piper LLP (US)**

Keara M. Gordon

*Attorneys for Defendant  
British Airways Plc*

# EXHIBIT B

Exhibit B: Claim Form

Your claim must be postmarked on or before \_\_\_\_\_, 2022

*Ide, et al. v. British Airways, PLC (UK)*  
Case No. 20-cv-03542-JMF, S.D.N.Y.

XXX

**SETTLEMENT CLAIM FORM**

If you purchased one or more tickets for travel on British Airways flights scheduled to operate to or from the United States between March 1, 2020 and December 31, 2021, one or more of your flights were cancelled by British Airways, and you received a voucher(s), you must complete this Claim Form to be eligible for compensation under the Settlement. Your Claim Form must be submitted (and if mailed, postmarked) on or before \_\_\_\_\_, 2022.

**By completing this Claim Form, you may be entitled to receive (1) the greater of 4 percent of the value of your partially or completely unused voucher(s) or \$25.00 for flights that were cancelled by British Airways between March 1, 2020 and November 19, 2020; and/or (2) a cash refund equal to the value of any completely unused voucher(s) received for flights that were cancelled by British Airways between November 20, 2020 and December 31, 2021.**

**YOUR INFORMATION**

|                          |  |                      |                      |
|--------------------------|--|----------------------|----------------------|
| <input type="text"/>     |  | <input type="text"/> |                      |
| First Name               |  | Last Name            |                      |
| <input type="text"/>     |  |                      |                      |
| Address 1                |  |                      |                      |
| <input type="text"/>     |  |                      |                      |
| Address 2                |  |                      |                      |
| <input type="text"/>     | <input type="text"/>                                       | <input type="text"/> | <input type="text"/> |
| City                     | State  | Zip Code             |                      |
| <input type="text"/>     | <input type="text"/>                                       |                      |                      |
| Contact Telephone Number | Email (enter your PayPal email if you select PayPal below) |                      |                      |

**PLEASE ALSO PROVIDE THE UNIQUE CLASS MEMBER IDENTIFIER PROVIDED WITH THE CLASS NOTICE:**

**(3) Please select the manner in which payment will be issued for your Valid Claim. Vouchers will be sent via e-mail to the e-mail address entered at the top of this form.**

- PayPal:
- Paper Check via Mail:

\*If you select payment via PayPal, the e-mail address entered at the top of this form will be used to process the payment to your PayPal account linked to that e-mail address. If you do not have a PayPal account, you will be prompted to open an account using the e-mail address entered at the top of this form.

**Declaration (must be completed)**

**Sign and Date the [Affirmation][Declaration?] below:**

I hereby affirm, under penalty of perjury under the laws of the United States, each of the following:

- I purchased tickets for travel on a British Airways flight scheduled to operate to or from the United States between March 1, 2020 and the December 31, 2021 and my flight was cancelled by British Airways.
- I did not cancel my flight or fail to show for the first leg of my flight prior to the cancellation of a later leg.
- I received a voucher for my cancelled flight.
- If I purchased tickets for travel on a British Airways flight scheduled to operate to or from the United States between November 20, 2020 and December 31, 2021 and my flight was cancelled by British Airways, I have not used any portion of the voucher I received.
- I was a United States resident at the time of my purchase.
- The information provided in this Claim Form is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Once you have filled out and signed this Claim Form, you must e-mail this Claim Form to the Settlement Claims Administrator at the following email address: [INSERT E-mail] or mail it to:**

**[INSERT INFORMATION]**

**For more information, please visit the Settlement Website at <http://www.flightrefundsettlement.com> or call the Settlement Claims Administrator at INSERT NUMBER.**

# EXHIBIT C

**UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK**

*Ide, et al. v. British Airways, PLC (UK), 20-cv-03542-JMF*

**If you purchased one or more tickets for travel on British Airways flights scheduled to operate to or from the United States between March 1, 2020 and December 31, 2021, any of your flights were cancelled by British Airways, and you received a voucher, you may be eligible for benefits from a class action settlement.**

*A federal court authorized this Class Notice. This is not a solicitation from a lawyer. You are not being sued.*

- A proposed Settlement has been reached in a class action lawsuit. In the lawsuit, the plaintiffs alleged that British Airways Plc (“BA”) breached its Conditions of Carriage (“COC”) by failing to refund them for flights cancelled due to Covid-19. By entering the Settlement, BA does not concede the truth of any claims against it; BA maintains that it did not breach the COC, that it did provide refunds, and denies that it did anything wrong.
- The United States District Court for the Southern District of New York (the “Court”), which is overseeing this lawsuit (the “Litigation”), has not decided who is right. Instead, the parties agreed to a compromise.
- Defined terms (with initial capitals) used herein and not otherwise defined have the same meaning as set forth in the settlement agreement between the Parties (the “Settlement Agreement”).
- Whether you act or not, your legal rights as a Settlement Class Member are affected by the Settlement. Your rights and options—and the deadlines to exercise them—are explained in this Class Notice. Please read this Class Notice carefully in its entirety.

| <b>SETTLEMENT CLASS MEMBERS’ LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b> |   |                  |
|--|---|------------------|
| <b>YOUR RIGHTS AND OPTIONS</b>   | <b>WHAT THEY MEAN</b>   | <b>DEADLINES</b> |
| <b>DO NOTHING</b>  | If you are a Settlement Class Member and do not take any action, you will not receive anything under the Settlement. However, if the Settlement is finally approved, you will be bound by the Court’s Final Judgment and the release of claims explained in the Settlement Agreement. | None             |

|  |   |   |
|--|---|---|
| <p><b>SUBMIT A CLAIM FORM</b></p>        | <p>You must submit a Valid Claim to receive any money in the Settlement. To find out how to submit a Claim Form, please read Question 8.</p>  | <p>Received on or before ____, 2022 [60 days after Class Notice Date]</p>       |
| <p><b>OBJECT OR COMMENT</b></p>          | <p>Write to the Court about why you do or do not like the Settlement. To find out how to object or comment, please read Question 12.</p>  | <p>Received on or before ____, 2022 [21 days before Final Approval Hearing]</p> |
| <p><b>EXCLUDE YOURSELF (OPT OUT)</b></p> | <p>Get no benefits from the Settlement. Requesting exclusion from the Settlement (also called “opting out”) would allow you to file or continue your own lawsuit against BA about the legal claims involved in the Settlement, individually. To find out how to opt out, please read Question 12.</p> | <p>Received on or before ____, 2022 [21 days before Final Approval Hearing]</p> |

**WHAT THIS CLASS NOTICE CONTAINS**

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| 3. Why is this a class action?.....  | 5                                       |
| 4. Why is there a Settlement? .....  | 5                                       |
| <b>WHO DOES THE SETTLEMENT APPLY TO? .....</b>   | <b>6</b>                                |
| 5. Who is in the Settlement Class? .....   | 6                                       |
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## BASIC INFORMATION

### 1. Why did you receive this notice?

This notice (“Class Notice”) has been sent because the Court preliminarily approved the Settlement of the Litigation.

If you received an e-mail or a postcard concerning the Settlement, that means that BA’s records indicate you may be a Settlement Class Member who is affected by the Settlement.

### 2. What is the case about?

The plaintiffs filed a lawsuit in which they alleged that BA breached its Conditions of Carriage (“COC”) by failing to refund class members for flights cancelled due to Covid-19 when asked to do so. They further claim that Settlement Class Members received vouchers when they actually wanted refunds. BA denies that it did anything wrong or breached the COC, and maintains that it did provide refunds. Accordingly, BA has vigorously defended the plaintiffs’ allegations. The Parties, however, have agreed to settle the Litigation to avoid the cost, delay, and uncertainty of continuing the Litigation.

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

In a class action, one or more “Class Representatives” or “Named Plaintiffs” sue on behalf of all those with the same types of claims arising from the same events. Here, the Class Representatives filed the Litigation as a proposed class action and asked to represent a class of individuals who purchased a ticket for a BA flights that was then cancelled by BA and they received a voucher instead of a refund. They sue on behalf of people who have similar claims—called the “Settlement Class” or “Settlement Class Members”—which in this case may include you.

When this case settled, the Court had not yet decided whether the case could be a class action. BA disputes that a class is appropriate for trial purposes, but the Parties have agreed to the certification of the Settlement Class, as defined below, for purposes of the Settlement, and the Court has preliminarily certified a class action for settlement purposes only.

### 4. Why is there a Settlement?

The Court has not decided which side is right or wrong in the Litigation. Instead, both sides agreed to a settlement to avoid the costs and risks of a lengthy trial and appeals process.

After motions practice, discovery, and extensive, arm's-length negotiations, overseen by a mediator, a former federal judge, the lawyers representing the Parties agreed to settle the Litigation to avoid the cost, delay, and risk of continuing the Litigation. The Class Representatives and their lawyers think the Settlement is fair, reasonable, adequate, and in the best interests of all Settlement Class Members.

## **WHO DOES THE SETTLEMENT APPLY TO?**

### **5. Who is in the Settlement Class?**

The Settlement Class under the Settlement includes: all persons or entities in the United States who purchased a ticket for a BA flight:

- a) where BA later canceled that flight between March 1, 2020 and December 31, 2021; and
- b) the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg; and
- c) the customer did not receive a refund or rebooking from BA; and
- d) the customer received a voucher from BA and (1) with respect to the March 1 - November 19 Settlement Class Members did not already use the entire full value of the voucher; and (2) with respect to the November 20 - December 31 Settlement Class Members did not already use their voucher in whole or in part.

“March 1 – November 19 Settlement Class Members” means all Settlement Class Members who purchased a ticket for a BA flight where BA later canceled that flight between March 1, 2020 and November 19, 2020.

“November 20 – December 31 Settlement Class Members” means all Settlement Class Members who purchased a ticket for a BA flight where BA later cancelled that flight between November 20, 2020 and December 31, 2021.

### **6. Are there exceptions to being included in the Settlement Class?**

The Settlement Class under the Settlement excludes: (1) all persons who validly opt out of the Settlement in a timely manner; (2) governmental entities; (3) counsel of record (and their

respective law firms) for the Parties; (4) BA's officers, directors, and employees; (5) any judge to whom the Litigation is assigned, along with his or her staff; and (6) anyone who has already released the Released Claims.

#### **7. I'm still not sure if I am included.**

If you are still not sure whether you are included in the Settlement Class, you can call toll-free [INSERT PHONE NUMBER] or visit <http://www.flightrefundsettlement.com> for more information.

### **THE SETTLEMENT BENEFITS AND OPTIONS**

If the Settlement is approved and becomes final, it will provide the benefits described below to Settlement Class Members.

As a result of a commitment BA made to the European Consumer Protection Cooperation Network ("CPC"), BA is offering all March 1 – November 19 Settlement Class Members the opportunity to receive a full refund for their canceled ticket directly from BA. In addition to a full refund, in connection with the proposed Settlement, each March 1 – November 19 Settlement Class Member who submits a Valid Claim will receive the greater of: (a) four percent (4%) of the value of their remaining unused voucher, or (b) \$25.00.

All November 20 – December 31 Settlement Class Members who submit a Valid Claim will receive a cash refund equal to the value of their voucher, in replacement of the voucher, which will be cancelled.

#### **8. What do I need to do to participate in the Settlement?**

If you are a Settlement Class Member and would like to receive (1) 4% of the value of your remaining unused voucher or \$25.00 (whichever is greater); or (2) a cash refund equal to the value of your voucher, in replacement of any voucher that you previously received, you must submit a Claim Form by following the directions set forth at <http://www.flightrefundsettlement.com>.

**To receive any benefits provided by the Settlement, you must submit your Claim Form by the Claims Deadline—no later than \_\_\_\_\_, 2022 [60 days after the Class Notice Date].**

#### **9. When will the Settlement go into effect?**

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2022 to decide whether to approve the Settlement. Even if the Court approves the Settlement, there could be appeals. The time for an appeal varies and could take more than a year.

The Effective Date is the date when all appeals are completed, and the Settlement becomes final. You can visit the Settlement Website at **Error! Hyperlink reference not valid.** after \_\_\_\_\_, 2022, to check on the progress of the Court-approval process and the Effective Date. Please be patient.

All payments shall be issued by the Settlement Claims Administrator at the earliest practicable time following the Effective Date. The Court will have the power to enforce the terms of the Settlement Agreement.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

If you do not want to participate in the Settlement and instead you want to keep all of your rights to sue BA individually about the Claims being resolved in the Settlement, then you must take steps to get out of the Settlement Class. This is called asking to be excluded from, or sometimes called “opting out” of, the Settlement Class.

#### **10. If I do not want to participate in the Settlement, what must I do?**

To exclude yourself from the Settlement, you must send a signed statement to [INSERT CLAIMS ADMINISTRATOR] that includes your name, address, and telephone number stating that you wish to exclude yourself from the case. Your written request should be mailed to:

[INSERT ADDRESS]

Your written request must be received by \_\_\_\_\_, 2022. If your request is not received by that date, your right to opt out will be waived and you will be bound by all orders and judgments entered in connection with the Settlement.

#### **11. If I exclude myself, can I get anything from the Settlement?**

If you choose to exclude yourself from the Settlement Class: (1) you will not be entitled to receive the benefits of the Settlement; (2) you will not be legally bound by the Settlement Agreement; and (3) you will keep any rights you may have to sue BA individually for the legal claims included in the Settlement Agreement, as long as suit is filed before the relevant statute of limitation expires.

### **OBJECTING TO THE SETTLEMENT OR THE REQUEST FOR ATTORNEYS’ FEES**

**12. How do I tell the Court if I do not like the Settlement or the attorneys' fees request?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can also object to Class Counsel's request for attorneys' fees and expenses. You can give reasons why you think the Court should not approve the Settlement or award the requested fees or expenses. The Court will consider your views.

Anyone who objects to the Settlement, the Settlement Agreement, the application for attorneys' fees, expenses, or service awards for the Class Representatives, or the other matters to be considered at the Final Approval Hearing may appear and present such objections. To be permitted to do so, however, you must, on or before \_\_\_\_\_, 2022, file with the Court and serve on the Settlement Claims Administrator your written objection and must include the following information:

- Your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel;
- Your flight numbers for all flights at issue in the Settlement, the flight dates, and the flight route (destination and origin airports) as well as the passenger name record on your ticket;
- All grounds for your objection, accompanied by any legal support for the objection known by you or your counsel;
- Copies of any papers, briefs, or other documents upon which the objection is based or upon which you or your counsel intend to rely;
- A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel; and
- Your handwritten signature.

If you intend to have a lawyer present, your lawyer must enter a written notice of appearance of counsel with the Clerk of Court no later than \_\_\_\_\_, 2022. You must sign your own objection. Attorneys' signatures on objections will not be accepted.

**If you do not comply with the foregoing procedures and deadlines for submitting written objections and/or any intention to appear at the Final Approval Hearing, you may lose substantial legal rights to contest the orders or judgments of the Court entered in connection with the Settlement.**

## **THE LAWYERS REPRESENTING YOU**

### **13. Do I have a lawyer in this case?**

The Court has appointed Adam Polk, Scott Grzenczyk, and Tom Watts of Girard Sharp LLP, and Shanon J. Carson and John G. Albanese of Berger Montague PC as Class Counsel to represent the Settlement Class Members. The only fees and expenses these lawyers will seek are those described in Question 14 below. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

### **14. How will the lawyers be paid?**

In connection with the Final Approval Hearing on the Settlement, Class Counsel will apply to the Court for an award of expenses and attorneys' fees, with the total amount not to exceed \$1,2760,250 in expenses and fees.

Class Counsel will also apply to the Court for service awards in amounts not to exceed \$5,000 each for Stephen Ide and Karen Steele Clarke, and \$2,000 for Donald Dominique, Jr. These service awards compensate the Class Representatives for their efforts and commitment on behalf of the Settlement Class during the Litigation, including sitting for depositions, producing documents, submitting testimony to the Court, and communicating with Class Counsel on behalf of Class Members.

## **THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to grant Class Counsel's motion for attorneys' fees and expenses. You may attend and you may ask to speak, but you do not have to do either one.

The Final Approval Hearing will be held before the Honorable Jesse M. Furman on \_\_\_\_\_,

2022, at \_\_\_\_\_ Eastern Time in Courtroom 1105, Thurgood Marshall, United States Courthouse, 40 Foley Square, New York, New York 10007.

**Do not write or call the judge or the clerk concerning this Class Notice or the Litigation.**

The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class, and to consider awarding attorneys' fees and expenses to Class Counsel, as well as service awards to the Class Representatives. At that hearing, the Court will hear any objections and arguments concerning the fairness of the Settlement or the fees that have properly been submitted, as set forth above.

The Final Approval Hearing may be postponed or changed to a different date, time, or location without notice. You should check the website, <http://www.flightrefundsettlement.com>, after \_\_\_\_\_, 2022 to check on the date of the Final Approval Hearing, the Court-approval process, and the Effective Date.

**16. Do I have to come to the Final Approval Hearing?**

No, you are not required to come to the Final Approval Hearing. Class Counsel will answer any questions the Court may have.

If you want to have a lawyer appear on your individual behalf at the Final Approval Hearing, your lawyer must enter a written notice of appearance with the Clerk of the Court no later than \_\_\_\_\_, 2022 and must comply with all of the requirements explained in response to Question 12 of this Class Notice.

If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it.

**17. May I speak at the Final Approval Hearing?**

You or your lawyer may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must tell the Court in your objection letter that you or your lawyer would like to speak at the hearing. You must also comply with all of the requirements explained in response to Question 12 of this Class Notice.

**You cannot speak at the hearing if you do not comply with this procedure.**

### **IF YOU DO NOTHING**

#### **18. What happens if I do nothing?**

**IF YOU DO NOTHING AND THE SETTLEMENT IS FINALLY APPROVED, YOU WILL BE BOUND BY THE COURT'S FINAL JUDGMENT AND RELEASE OF CLAIMS EXPLAINED IN THE SETTLEMENT AGREEMENT.**

### **GETTING MORE INFORMATION**

#### **19. How do I get more information?**

This Class Notice is only a summary of the terms of the Settlement. More details about the Settlement, the Effective Date, the deadlines, and your options are available in a longer document called the Settlement Agreement. The Settlement Agreement can be reviewed by clicking here:



The Settlement Website also contains answers to common questions about the Settlement, plus other information to help you determine whether you are a Settlement Class Member. In addition, some of the key documents in the case will be posted on the Settlement Website. If you would like this Class Notice or the Settlement Agreement mailed to you, please call INSERT NUMBER or write to INSERT CLAIMS ADMINISTRATOR at:

INSERT ADDRESS

Alternatively, all of the court documents in this case are on file and available for review during regular office hours at the Clerk of the Court, United States District Court for the Southern District of New York, United States Courthouse, 40 Foley Square, New York, New York 10007.

**PLEASE DO NOT CALL BA, THE COURT OR THE OFFICE OF THE CLERK.**

# EXHIBIT D

**Exhibit D: Postcard Notice**

Class Member Identifier: XXXXXXXXXXXX

**UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK**

*Ide, et al. v. British Airways, PLC (UK), No. 20-cv-03542-JMF*

**If you purchased one or more tickets for travel on British Airways flights scheduled to operate to or from the United States between March 1, 2020 and December 31, 2021, any of your flights were cancelled by British Airways, and you received a voucher, you may be eligible for benefits from a class action settlement.**

*A federal court authorized this Class Notice. This is not a solicitation from a lawyer. You are not being sued.*

A Settlement has been reached in a class action lawsuit. The plaintiffs allege that British Airways Plc (“BA”) breached its Conditions of Carriage (“COC”) with its passengers by allegedly failing to provide refunds for flights cancelled by BA in the wake of COVID-19 when asked to do so. They further claim that Settlement Class Members received vouchers when they actually wanted refunds. BA denies that it breached the COC and denies that it did anything wrong. The Court has not decided who is right. Instead, the Parties agreed to a Settlement. Defined terms (with initial capitals) used herein and not otherwise defined have the same meaning as set forth in the Settlement Agreement.

**Who is included?** You received this Class Notice because BA’s records indicate that you may be a Settlement Class Member. The Settlement Class includes all United States resident who purchased a ticket for a BA flight: (a) where BA later canceled that flight between March 1, 2020 and December 31, 2021; and (b) the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg; and (c) the customer did not receive a refund or rebooking from BA; and (d) the customer received a voucher from BA and (1) with respect to the March 1 - November 19 Settlement Class Members did not already use the entire full value of the voucher; and (2) with respect to the November 20 - December 31 Settlement Class Members did not already use their voucher in whole or in part.

**What are the Settlement Terms?** As a result of a commitment BA made to the European Consumer Protection Cooperation Network (“CPC”), BA is offering March 1 – November 19 Settlement Class Members the opportunity to receive a full refund for their canceled ticket directly from BA. In addition to a full refund, in the Settlement, each March 1 – November 19 Settlement Class Member who submits a Valid Claim will receive the greater of: (a) four percent (4%) of the value of their remaining unused voucher, or (b) \$25.00. All November 20 – December 31 Settlement Class Members who submit a Valid Claim will receive a cash refund equal to the value of their voucher, in replacement of the voucher, which will be cancelled.

**TO RECEIVE PAYMENT FROM THE SETTLEMENT**, you must make a claim. Claims forms are available at <http://www.flightrefundsettlement.com>, and you can submit claims online at <http://www.flightrefundsettlement.com>.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by [REDACTED], 2022. If you do not exclude yourself, you will release Claims that were or could have been made against BA related to this case. If you stay in the Settlement, you may object to it by [REDACTED], 2022. The Long Form Notice on the website explains how to exclude yourself or object. The Court has scheduled a hearing on [REDACTED] 2022 to consider whether to approve the Settlement. You can appear at the hearing, but you do not have to do so. More information, including the Long Form Notice and information about attorneys’ fees being sought, is available at the website and the toll-free number below.

<http://www.flightrefundsettlement.com>

INSERT NUMBER

**Exhibit D: Postcard Notice**

[INSERT ADDRESS]

<<Claimant Name>>  
<<Addr1>>  
<<Addr2>>  
<<City>> <<State>> <<ZIP>>

# EXHIBIT F

**Exhibit F: Proposed Preliminary Approval Order**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

STEPHEN IDE et al., on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

BRITISH AIRWAYS, PLC (UK),

Defendant.

Case No. 20-cv-03542-JMF

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL**

**Exhibit F: Proposed Preliminary Approval Order**

WHEREAS, on June 19, 2020, Stephen Ide filed a First Amended Class Action Complaint (the “FAC”) in the United States District Court for the Southern District of New York against British Airways Plc (“BA”), along with additional named plaintiffs Karen Steele-Clarke, Philip Tenn, and Donald Dominique, Jr., on behalf of themselves and all others similarly situated, alleging that BA breached its Conditions of Carriage with its passengers when it failed to provide refunds for flights cancelled by BA in the wake of COVID-19;

WHEREAS, Plaintiffs and BA entered into a Class Action Settlement Agreement and Release (“Settlement Agreement”) on April 8, 2022, which is attached as Exhibit 1 to the Memorandum in Support of Plaintiffs’ Motion for Preliminary Approval, filed on April 22, 2022, and sets forth the terms and conditions of the Settlement<sup>1</sup> and the dismissal of the Litigation against BA with prejudice;

WHEREAS, Plaintiffs have moved the Court for an Order preliminarily approving the proposed Settlement pursuant to Federal Rule of Civil Procedure 23 and approving notice to the Settlement Class as more fully described herein;

WHEREAS, BA does not contest certification of the Settlement Class solely for purposes of the Settlement but retains its objections to the Litigation proceeding as a litigation class;

WHEREAS, the Court is familiar with and has reviewed the record and has reviewed the Settlement Agreement and its exhibits, Plaintiffs’ Memorandum of Law in Support of Motion for Preliminary Approval, and the supporting Declaration of Adam Polk and found good cause for entering the following order (the “Order”).

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement.

**Preliminary Certification of the Settlement Class**

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<sup>1</sup> Capitalized terms not defined herein have the meaning assigned to them in the Settlement Agreement.

**Exhibit F: Proposed Preliminary Approval Order**

2. Under Federal Rule of Civil Procedure 23(b)(3), the Settlement Class, as defined as follows, is preliminarily certified for the purpose of settlement only:

All persons or entities in the United States who purchased a ticket for a BA flight:

- a. where BA later canceled that flight between March 1, 2020 and December 31, 2021; and
- b. the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg; and
- c. the customer did not receive a refund or rebooking from BA; and
- d. the customer received a voucher from BA and (1) with respect to the March 1 - November 19 Settlement Class Members did not already use the entire full value of the voucher; and (2) with respect to the November 20 - December 31 Settlement Class Members did not already use their voucher in whole or in part.

**“March 1 – November 19 Settlement Class Members”** means all Settlement Class Members who purchased a ticket for a BA flight where BA later canceled that flight between March 1, 2020 and November 19, 2020.

**“November 20 – December 31 Settlement Class Members”** means all Settlement Class Members who purchased a ticket for a BA flight where BA later cancelled that flight between November 20, 2020 and December 31, 2021.

3. The Settlement Class excludes: (1) all persons who validly opt out of the Settlement in a timely manner; (2) governmental entities; (3) counsel of record (and their respective law firms) for the Parties; (4) BA’s officers, directors, and employees; (5) any judge to whom the Litigation is assigned, along with his or her staff; and (6) anyone who has already released the Released Claims.

**Exhibit F: Proposed Preliminary Approval Order**

4. The Court preliminarily finds, for the purpose of settlement only, that the Settlement Class meets all the prerequisites of Federal Rule of Civil Procedure 23 for class certification, including numerosity, commonality, typicality, predominance of common issues, superiority, and that the Named Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

5. The Settlement Class, if certified in connection with Final Approval, shall be for settlement purposes only and without prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect.

**Preliminary Approval of the Settlement**

The Court has scrutinized the Settlement Agreement carefully. It preliminarily finds that the Settlement is the product of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through discovery and motion practice, and whose negotiations were supervised by the Honorable Diane M. Welsh (Ret.). The Court also preliminarily finds that the Settlement is within the range of possible approval because it compares favorably with the expected recovery balanced against the risks of continued litigation, does not grant preferential treatment to the Plaintiffs and Class Counsel, and has no obvious deficiencies.

The Court hereby preliminarily approves the Settlement, as memorialized in the Settlement Agreement, as fair, reasonable, and adequate, and in the best interest of the Plaintiffs and the other Settlement Class Members, subject to further consideration at the Final Approval Hearing to be conducted as described below.

6. The Court hereby stays this Litigation pending final approval of the Settlement, and enjoins, pending final approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim.

**Exhibit F: Proposed Preliminary Approval Order**

**Manner and Form of Notice**

7. The Court approves the Class Notice substantially in the form attached as Exhibits C and D to the Settlement Agreement and the Claim Form substantially in the form attached as Exhibit B to the Settlement Agreement. The Court also finds that the proposed Notice Plan, which includes dissemination of the Long Form Notice to Settlement Class Members via e-mail and the Summary Notice by U.S. mail for those Settlement Class Members for whom BA does not have an e-mail address on file or e-mail notice has been undeliverable, will provide the best notice practicable under the circumstances. The Class Notice is reasonably drafted, under the circumstances, to apprise Settlement Class Members of the pendency of this Litigation; the effects of the proposed Settlement on their rights (including the Released Claims contained therein); Class Counsel's upcoming motion for attorneys' fees, expenses, and service awards; of their right to submit a claim form; and of their right to object to any aspect of the proposed Settlement. The Class Notice provides due, adequate, and sufficient notice to Settlement Class Members, and satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Class Notice before it is disseminated.

8. The Court hereby appoints Angeion Group to serve as the Settlement Claims Administrator to supervise and administer the notice process, establish and operate a Settlement Website and a toll-free number, administer the Claims process, including the determination of Valid Claims, distribute Cash Option payments according to the rules and criteria set forth in the Settlement Agreement, and perform any other duties of the Settlement Administrator provided for in the Settlement Agreement.

9. BA shall provide the Settlement Administrator with the names, passenger name records, e-mail addresses (if available), and the mailing addresses (if available) of any Settlement

**Exhibit F: Proposed Preliminary Approval Order**

Class Members for whom BA does not have an e-mail address on file for the purpose of disseminating the Class Notice. This information will not be shared with Class Counsel.

10. The Settlement Claims Administrator shall provide notice of the Settlement and the Final Approval Hearing to Settlement Class Members as follows:

a. Angeion Group will disseminate via e-mail the Long Form Notice to Settlement Class Members for whom BA has an e-mail address.

b. Angeion Group will disseminate by first-class mail the Summary Notice to the last known address for those Settlement Class Members for whom BA does not have an e-mail address, or if the e-mail is undeliverable; and

c. Within five (5) days following the entry of this Order, the Settlement Claims Administrator shall establish the Settlement Website pursuant to the terms of the Settlement Agreement. The Settlement Website will have a Claim Form submission capability, contain the Preliminary Approval Order, the Class Notice, the Settlement Agreement, and other information regarding the Court approval process as agreed to by the Parties.

**The Final Approval Hearing**

11. The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2022, at \_\_\_\_\_ Eastern Time, in the United States District Court for the Southern District of New York, Courtroom 1105, 40 Foley Square, New York, NY 10007, for the following purposes: (i) to determine whether the Settlement should be approved as fair, reasonable, and adequate and in the best interests of the Settlement Class; (ii) to rule upon Class Counsel's application for an award of attorneys' fees and expenses; (iii) to rule upon Class Counsel's application for service awards for the Class Representatives; and (iv) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

**Exhibit F: Proposed Preliminary Approval Order**

12. The Court reserves the right to: (a) adjourn or continue the Final Approval Hearing without further notice to Settlement Class Members; and (b) approve the Settlement Agreement with modification and without further notice to Settlement Class Members. The Parties retain their rights under the Settlement Agreement to terminate the Settlement if the Court rejects, materially modifies, materially amends or changes, or declines to finally approve the Settlement.

13. Class Counsel's application for an award of attorneys' fees and expenses, and Class Counsel's application for service awards, will be decided in an order separate from the order that addresses the fairness, reasonableness, and adequacy of the Settlement. Any appeal from any orders relating solely to Class Counsel's application for an award of attorneys' fees and expenses, or Class Counsel's application for service awards, or any reversal or modification thereof, shall not operate to terminate or cancel the Settlement, or affect or delay the finality of the judgment approving the Settlement and the Settlement Agreement.

14. If the Settlement is approved, all Settlement Class Members who do not exclude themselves will be bound by the proposed Settlement provided for in the Settlement Agreement, and by any judgment or determination of the Court affecting Settlement Class Members. All Settlement Class Members who do not exclude themselves shall be bound by all determinations and judgments in this Litigation concerning the Settlement, whether favorable or unfavorable to the Settlement Class.

15. Papers in support of final approval of the Settlement and Class Counsel's application for attorneys' fees, expenses and costs, and service awards shall be filed no later than twenty-one (21) calendar days prior to the Opt-Out and Objection Date. Papers in opposition shall be filed in accordance with paragraph 16 below. Reply papers shall be filed no later than seven (7) calendar days prior to the Final Approval Hearing.

**Objections and Appearance at the Final Approval Hearing**

**Exhibit F: Proposed Preliminary Approval Order**

16. Any Settlement Class Member may appear at the Final Approval Hearing and show cause why the proposed Settlement should or should not be approved as fair, reasonable, and adequate and in the best interests of the Settlement Class, or why judgment should or should not be entered, or to present opposition to Class Counsel's application for attorneys' fees and expenses or to Class Counsel's application for service awards. However, no Settlement Class Member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or if approved, the judgment to be entered approving the Settlement, or Class Counsel's application for an award of attorneys' fees and expenses, or for service awards, unless that Settlement Class Member or person: (i) filed objections with the Clerk of the United States District Court for the Eastern District of New York, no later than twenty-one (21) calendar days before the Final Approval Hearing; and (ii) has served written objections, by first-class mail, including the basis for the objection(s), as well as copies of any papers and briefs in support of his or her position upon each of the following no later than twenty-one (21) calendar days before the Final Approval Hearing: (i) Clerk of the Court; (ii) Class Counsel; (iii) BA's Counsel; and (iv) the Settlement Claims Administrator, as set forth in the Class Notice.

17. For an objection to be considered by the Court, the objection must set forth: (a) the objector's full name, address, and telephone number and, if represented by counsel, the name, address and telephone number of his or her counsel; (b) the objector's passenger name record for the flight(s) at issue; (c) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (d) all grounds for his or her objection, accompanied by any legal support for the objection to the objector or his or her counsel; (e) copies of any papers, briefs, or other documents upon which the objection is based or upon which the objector or his counsel intends to rely; and (f) the objector's handwritten signature. Counsel's signature is not a substitute for the objector's signature.

18. Any Settlement Class Member who does not make his or her objection in the manner provided for herein shall be deemed to have waived such objection and shall forever be

**Exhibit F: Proposed Preliminary Approval Order**

foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement, or to Class Counsel's application for an award of attorneys' fees and expenses or for service awards. By objecting, or otherwise requesting to be heard at the Final Approval Hearing, a person shall be deemed to have submitted to the jurisdiction of the Court with respect to the objection or request to be heard and the subject matter of the Settlement, including but not limited to enforcement of the terms of the Settlement.

19. Any Settlement Class Member may enter an appearance in this Litigation, at his or her own expense, individually or through counsel of his or her own choice. If a Settlement Class Member does not enter an appearance, he or she will be represented by Class Counsel.

**Exclusion from the Settlement Class**

20. Any requests for exclusion must be received no later than twenty-one (21) calendar days before the Final Approval Hearing, which is the Opt-Out and Objection Date. Any person who would otherwise be a member of the Settlement Class who wishes to be excluded from the Settlement Class must mail or deliver a written request for exclusion to the Settlement Claims Administrator and the request must be received by the Opt-Out and Objection Date. The written notification must include the Settlement Class Member's name, address and telephone number, a statement that the Settlement Class Member wishes to be excluded from the Settlement in this Litigation, and be signed by the Settlement Class Member. All Settlement Class Members who submit valid and timely notifications of exclusion in the manner set forth in this paragraph shall have no rights under the Settlement Agreement, shall not share in the forms of relief provided by the Settlement, and shall not be bound by the Settlement Agreement, any orders of the Court, or any final judgment.

21. Any Settlement Class Member who does not notify the Settlement Claims Administrator of his or her intent to exclude himself or herself from the Settlement Class in the manner stated in this Order shall be deemed to have waived his or her right to be excluded from the

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Settlement Class, and shall forever be barred from requesting exclusion from the Settlement Class in this or any other proceeding, and shall be bound by the Settlement and the judgment, including but not limited to, the release of the Released Claims against the Released Parties provided for in the Settlement Agreement and the judgment, if the Court approves the Settlement.

22. The Settlement Claims Administrator shall also provide a final report to Class Counsel and BA, no later than fourteen (14) calendar days before the Final Approval Hearing, that summarizes the number of opt-out notifications received to date, and other pertinent information.

**Termination of the Settlement**

23. If the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated, or materially modified on appeal (and, in the event of material modification, if either Party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination of the Settlement Agreement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

**The Use of this Order**

24. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission, or evidence, or be deemed to create any inference against either party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any liability on the part of BA to the Class Representatives, the Settlement Class or anyone else, (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Litigation, (iv) that BA agrees that a litigation class is proper in this Litigation; (v) of any damages or lack of

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damages suffered by the Class Representatives, the Settlement Class or anyone else, or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement Agreement or any other amount represents the amount that could or would have been recovered in this Litigation against BA if it was not settled at this point in time. The fact and terms of this Order and the Settlement, all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to, the judgment and the release of the Released Claims provided for in the Settlement Agreement and the judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

25. The Court retains exclusive jurisdiction over this Litigation to consider all further matters arising out of or connected with the Settlement.

**IT IS SO ORDERED.**

DATE:

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THE HONORABLE JESSE M. FURMAN  
UNITED STATES DISTRICT JUDGE