

ALASKA AIRLINES MILITARY LEAVE VACATION ACCRUAL LITIGATION

Synoracki v. Alaska Airlines, Inc., Case No. 2:18-cv-01784-RSL (W.D. Wash.)

NOTICE OF CLASS ACTION SETTLEMENT & HEARING

If you are or were a pilot at Alaska Airlines who took military leave lasting between 31 and 60 consecutive days at any time from October 10, 2004, through March 31, 2026, and did not accrue vacation during that leave, please read this Notice.

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Notice_Encoded»

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

- The lawsuit alleges that Defendant Alaska Airlines, Inc. (“Alaska”) violated the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) by not allowing pilots to accrue vacation time while on military leaves of absence, while allowing pilots to accrue vacation during other, allegedly comparable forms of leave.
- The Court has determined that this lawsuit may proceed as a class action on behalf of all current and former Alaska pilots who took military leave lasting between 31 and 60 consecutive days at any time from October 10, 2004, through March 31, 2026, and who did not accrue vacation during those military leaves.
- The parties have agreed to settle the case. Under the proposed Settlement, Alaska has agreed to pay \$500,000 into a Settlement Fund.
- The Court has preliminarily approved the Settlement. The Settlement will not become final unless and until the Court issues final approval after a hearing, which is currently scheduled for December 10, 2026.

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

A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

Do Nothing	If you do nothing, you will receive the payment that you are entitled to receive under the Settlement. You have been identified as a Class Member from Alaska’s records, and your payment will be calculated from those records under the Court-approved Plan of Allocation. An individualized statement of the number of months in which you did not accrue vacation because of qualifying military leave, and an estimate of your Settlement award, is included with this Notice. You do not need to submit a claim form.
Exclude Yourself (“Opt Out”)	If you do not wish to remain in the Class, you may request exclusion by following the directions in Section 15 of this Notice. Your request must be postmarked on or before October 31, 2026 . If you exclude yourself, you will receive no payment from the Settlement, you will not release any claims, and you may not object to the Settlement.
Object	If you wish to object to the Settlement, to the request for attorneys’ fees and expenses, or to the requested service award, you must follow the directions in Section 14 of this Notice and submit your objection so that it is postmarked on or before October 31, 2026 . You may not both exclude yourself from the Settlement and object, because if you exclude yourself the Settlement will not affect you.

BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because the Court in charge of this class action lawsuit has ordered that this Notice be sent to persons who are members of the Class, and you were identified from the records of Alaska as a Class Member. The Court in charge of this case is the United States District Court for the Western District of Washington, and the case is *Synoracki v. Alaska Airlines, Inc.*, Case No. 2:18-cv-01784-RSL.

The purpose of this Notice is to inform you about this lawsuit, the certification of a Class, the terms of the proposed Settlement, and your rights in connection with the proposed Settlement and a hearing to be held before the Court on December 10, 2026, to consider the fairness, reasonableness, and adequacy of the proposed Settlement and related matters.

2. What is this lawsuit about?

The Uniformed Services Employment and Reemployment Rights Act (“USERRA”) requires that servicemembers who take leaves of absence from their civilian employers to perform qualified military service be treated no less favorably than employees who take other comparable forms of leave.

The Defendant in this case is Alaska Airlines. The lawsuit alleges that Alaska violated USERRA because its pilots did not accrue vacation time during months in which military leave caused them to fall below the minimum compensation threshold for vacation accrual, while pilots taking other allegedly comparable forms of leave, such as jury duty, continued to accrue vacation. Alaska denies that it violated USERRA and states that it is settling only to avoid the risks and expense of further litigation. The claims are described in detail in the Amended Complaint, which is available at www.AlaskaMilitaryLeaveSettlement.com.

3. What is a class action?

In a class action, one or more people called class representatives (in this case, Leo Synoracki, a retired Lieutenant Colonel in the U.S. Air Force Reserve and former Alaska pilot) sue on behalf of people who have similar claims. If the Court “certifies” the class (that is, approves the case for class treatment), the Court resolves the issues for all class members.

4. What has happened in this case?

Plaintiff filed this lawsuit on December 12, 2018. Alaska answered the complaint on February 7, 2019, denying that it violated USERRA and asserting numerous defenses. The parties engaged in discovery, through which Class Counsel obtained and reviewed extensive documents and data concerning Alaska’s leave and accrual policies. On May 22, 2020, the Court certified classes of Alaska pilots who did not accrue sick time or vacation time while on military leave.

In 2022, the district court granted summary judgment against Plaintiff, but in 2024 the United States Court of Appeals for the Ninth Circuit vacated that decision in part and returned the case to the district court for further proceedings in light of a new Ninth Circuit decision involving similar claims. Plaintiff then filed an Amended Complaint seeking vacation and sick time accrual for military leaves lasting between 31 and 90 days. On March 13, 2026, the Court granted in part and denied in part a second motion for summary judgment by Alaska, leaving one claim in the case: the claim that pilots should have accrued vacation time during military leaves lasting between 31 and 60 consecutive days.

Following that ruling, the parties engaged in arm’s-length settlement negotiations and executed a Settlement Agreement on June 17, 2026. On August 17, 2026, the Court preliminarily approved the Settlement and scheduled a Final Approval Hearing to evaluate the fairness and adequacy of the Settlement.

5. Who is in the Class and how do I know if I am a Class Member?

The Court has certified the following Class for purposes of the Settlement:

Current and former Alaska pilots who have taken military leave lasting between 31 and 60 consecutive days from October 10, 2004 through March 31, 2026, and who did not accrue vacation during those

military leaves. Excluded from the Class are persons who previously reached settlements with or judgments against Defendant resolving or releasing the claims being released in this Settlement Agreement.

Based on data from Alaska, Class Counsel has identified 163 Class Members who meet the definition of the Class. Because you received this Notice, you have been identified as a Class Member. If you would like to confirm your status as a Class Member, please contact the Settlement Administrator using the contact information provided in Section 11.

6. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Alaska. Instead, both sides agreed to the proposed Settlement to avoid a trial and to provide compensation to the Class Members. In deciding to settle the lawsuit, the Class Representative and Class Counsel considered, among other things: (a) the strength of the Class's claims as determined from a review of the law and an investigation of the facts; (b) the potential monetary recovery; (c) the expense and length of continued proceedings, including a possible trial, post-trial proceedings, and appeals; (d) the risks arising from unresolved questions of law and fact, including two prior summary judgment rulings against portions of the claims in this case; (e) the nature and strength of the defenses asserted by and available to Alaska; and (f) the risks and uncertainties of continued class action litigation of this nature. The Class Representative and Class Counsel believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class.

7. How do I know if I am part of the Settlement?

If you are a member of the Class described in Section 5 above, you are part of the proposed Settlement. If you are not sure about your status as a Class Member, you can contact the Settlement Administrator at the address in Section 11.

THE PROPOSED SETTLEMENT – ESSENTIAL TERMS

8. What are the terms of the proposed Settlement?

Alaska will pay \$500,000 into a settlement fund. After deduction of any Court-approved attorneys' fees and litigation expenses, settlement administration costs, any taxes owed by the fund, and any Court-approved service award to the Class Representative, the net settlement amount will be distributed to the Class pursuant to a Court-approved distribution formula called the Plan of Allocation. No portion of the settlement fund will revert to Alaska.

Payments from the net settlement fund will compensate Class Members for vacation time that did not accrue during qualifying military leaves. Under the proposed Plan of Allocation, each Class Member will receive a pro rata share of the net settlement fund based on the number of monthly bid periods in which that Class Member did not accrue vacation as a result of a military leave lasting between 31 and 60 consecutive days, as reflected in Alaska's records. The 163 Class Members collectively experienced 666 such months. Your payment will be calculated as: (your number of non-accrual months ÷ 666) × the net settlement fund. Your individual settlement award is currently estimated to be `$$MERGED_EstSettAmnt_CALC`. You do not need to submit a claim form to receive your payment.

9. What am I giving up under this Settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective, all Class Members who do not exclude themselves will give up – in legal terms, “release” – their right to sue Alaska for the failure to accrue vacation time under USERRA in connection with military leaves of up to 90 days taken while employed at Alaska through March 31, 2026, and any other claims based on or arising out of the same factual predicate as the claims in the Amended Complaint. The full details of the Release are contained in Section XIII of the Settlement Agreement, which can be found on the settlement website at www.AlaskaMilitaryLeaveSettlement.com.

10. What will the Class Representative get under the Settlement?

The Class Representative will receive a Settlement award calculated under the Plan of Allocation like every other Class Member. In addition, Class Counsel will ask the Court to approve a service award to Plaintiff Leo Synoracki in an amount not to exceed \$5,000. The proposed service award recognizes the service that the Class Representative provided to the Class

over more than seven years of litigation, including participating in discovery and assisting Class Counsel throughout the case and settlement negotiations.

THE LAWYERS REPRESENTING YOU AND THE CLASS

11. Do I have a lawyer in this case?

Yes. The Court has appointed Brian J. Lawler of Pilot Law, P.C., Daniel Kalish of HKM Employment Attorneys LLP, and Gene J. Stonebarger of Stonebarger Law, APC as Class Counsel to represent the Class Members. You will be represented by Class Counsel in the litigation, including implementation of the Settlement. Although it is not necessary, you have the right, if you wish, to retain your own attorney at your own expense.

If you have questions about the terms of the proposed Settlement, you may contact Class Counsel:

Brian J. Lawler
PILOT LAW, P.C.
4632 Mt. Gaywas Drive, San Diego, CA 92117
Telephone: 866.512.2465 | Email: blawler@pilotlawcorp.com

Daniel Kalish
HKM EMPLOYMENT ATTORNEYS LLP
600 Stewart Street, Ste. 901, Seattle, WA 98101
Telephone: 206.838.2504 | Email: dkalish@hkm.com

Gene J. Stonebarger
STONEBARGER LAW, APC
101 Parkshore Drive, Suite 100, Folsom, CA 95630
Telephone: 916.235.7140 | Email: gstonebarger@stonebargerlaw.com

If you have questions regarding this Notice, you should contact the Settlement Administrator:

Synoracki v. Alaska Airlines, Inc.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Tel: (888) 369-3780
Website: www.AlaskaMilitaryLeaveSettlement.com

12. How will the lawyers be paid?

Class Counsel will ask the Court for an award from the settlement fund of attorneys' fees and reimbursement of expenses incurred during the litigation. Class Counsel will not seek fees exceeding \$247,500, plus reimbursement of litigation expenses. USERRA is a fee-shifting statute that entitles prevailing servicemembers to an award of reasonable attorneys' fees, and no fees or court costs may ever be charged to you personally under USERRA. To date, Class Counsel have collectively spent more than 1,000 hours litigating this case over more than seven years. Class Counsel agreed to accept substantially reduced fees in order to resolve the fee issue by agreement. The Court may award less than the requested amounts. Class Counsel's motion for fees and expenses will be filed with the Court and posted on the settlement website before your deadline to object, and the Court will examine the request, and any objections to it, at the Final Approval Hearing.

HOW TO PROCEED

13. What are my options?

After reviewing the terms of the proposed Settlement set forth in this Notice, you have three options. You must decide at this stage whether you want to do nothing (and receive your payment under the Settlement), object to the Settlement, or exclude yourself from the Class.

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

The Court must assess the overall fairness and reasonableness of the Settlement to the Class. If you are a Class Member, you can object to the Settlement if you do not like any part of it, and the Court will consider your views. To object, you must submit a written objection postmarked on or before [DATE], 2026, containing: (1) your name, address, email address(es), and telephone number(s), and an appearance by any counsel representing you (if any); (2) the title of the lawsuit, *Synoracki v. Alaska Airlines, Inc.*, Case No. 2:18-cv-01784-RSL (W.D. Wash.); (3) a written statement of the grounds for your objection; (4) a statement of whether you intend to appear at the Final Approval Hearing, and, if you will appear through counsel, the identity of your counsel; and (5) your signature and the date. Your objection should be addressed to the Settlement Administrator at the address in Section 11.

15. Can I exclude myself from the Class?

Yes. If you do not want to participate in the Settlement, you may request exclusion (“opt out”). To exclude yourself, you must send a written request stating: (1) your name, address, email address(es), and telephone number; (2) the title of the lawsuit, *Synoracki v. Alaska Airlines, Inc.*, Case No. 2:18-cv-01784-RSL (W.D. Wash.); (3) a statement that you want to be excluded from the Settlement; and (4) your signature and the date. Your request must be postmarked on or before **October 31, 2026**, and sent to the Settlement Administrator at the address in Section 11.

If you exclude yourself from the Class, you will not receive any payment under the Settlement, but you will not give up your right to sue Alaska at your own expense regarding the claims released by the Settlement. If you exclude yourself, you may not object to the Settlement, because the Settlement will not affect you.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a Final Approval Hearing (also called a Fairness Hearing) at 11:00 a.m. on December 10, 2026, in the courtroom of the Honorable Robert S. Lasnik, at the United States District Court for the Western District of Washington, 700 Stewart Street, Seattle, Washington 98101. The hearing may be continued to another date or conducted remotely without further notice to the Class; any changes will be posted on the settlement website.

At the Fairness Hearing, the Court will determine whether the proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider Class Counsel’s motion for an award of attorneys’ fees and reimbursement of expenses, Plaintiff’s application for a service award, and whether a final order and judgment should be entered bringing the litigation to a conclusion.

17. Do I have to come to the Fairness Hearing?

No. Class Counsel and Alaska’s counsel will answer any questions the Judge may have. If you submit an objection, you do not have to come to Court to talk about it, but you are entitled to appear if you want to. As long as you mailed your written objection on time, the Court will consider it.

18. May I speak at the hearing?

You may speak at the Fairness Hearing if the Court allows it. The Court may allow you to speak only if you have filed an objection. You may appear either in person or through a lawyer hired at your own expense. You may withdraw your objection at any time.

SETTLEMENT NOT YET FINAL

19. Can the Settlement be terminated?

Yes. If the Court does not grant final approval of the proposed Settlement, if Class Counsel or Alaska withdraws from the Settlement in accordance with the Settlement Agreement, or if the Settlement is not consummated for any other reason, the Settlement Agreement will become null and void, and the parties will resume their former positions in the lawsuit.

GETTING MORE INFORMATION

20. Where can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, the proposed Plan of Allocation, and other relevant case documents by visiting the settlement website, www.AlaskaMilitaryLeaveSettlement.com, or by contacting the Settlement Administrator or Class Counsel. If you have further questions or are still not sure whether you are included in the Class, contact the Settlement Administrator at (888) 369-3780, or write to Class Counsel at the addresses listed in Section 11.

Again, the important deadlines are:

Last Day to Object to the Settlement or Exclude Yourself: October 31, 2026.

Final Approval Hearing: December 10, 2026, at 11:00 a.m.

PLEASE DO NOT CALL OR CONTACT THE COURT, THE OFFICE OF THE CLERK OF COURT, OR ALASKA AIRLINES WITH QUESTIONS REGARDING THIS NOTICE.