AMENDMENT TO CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Amendment to Class Action and Private Attorneys General Act Settlement and Release Agreement (the "Amendment") is made by and between Plaintiff Bernie Germani ("Germani" or "Plaintiff") and Defendant Alaska Airlines, Inc. ("Defendant"), by and through their respective undersigned duly authorized representatives. This Amendment amends that certain Class Action and Private Attorneys General Act Settlement and Release Agreement (the "Settlement Agreement") fully executed by Plaintiff and Defendant on April 8, 2026, in accordance with Section XVII(L) of the Settlement Agreement.

RECITALS

A. Pursuant to Section XVII(L) of the Settlement Agreement, the Settlement Agreement may be amended and modified only by a writing duly executed by authorized representatives of each of the Parties.

B. The Parties wish to Amend the Class Action And Private Attorneys General Act Settlement And Release Agreement in light of the Court's tentative order regarding preliminary approval of the Class Action And Private Attorneys General Act Settlement And Release Agreement. The Parties have also made corresponding edits to the release provisions in the Class Notice, which is set forth in full as Exhibit A to this Amendment.

The Parties hereby agree as follows:

I. AMENDMENTS

A. Section III(F) of the Settlement Agreement is hereby deleted and replaced with the following:

F. **Settlement Administration Costs.** The costs of the Settlement Administrator, including those costs incurred in mailing the Class Notice to the Class Members as required by this Agreement, will be paid from the Gross Settlement Amount up to $19,950.00, and actually awarded by the Court. All disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary. To the extent the Settlement Administration Costs are less or the Court approves payment less than the amount billed, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to the Participating Class Members.

B. Section V(A) of the Settlement Agreement is hereby deleted and replaced with the following:

A. **Class Data for Settlement Administrator.** Within thirty (30) calendar days after entry of the Court's preliminary approval order that includes all of the provisions identified in Section II(A)(2), Defendant shall provide to the Settlement Administrator the following information for each Class Member and/or PAGA

Group Member in a password protected Microsoft Excel format: name, last known mailing address, last known email addresses (where available), Social Security number, and the number of Individual Workweeks and/or Individual PAGA Pay Periods attributable to each Class Member/PAGA Group Member ("Class Data").

1. Within three (3) business days of receipt of the Class Data by the Settlement Administrator, the Settlement Administrator shall notify Class Counsel that the Class Data has been received and provide to Class Counsel, without revealing any confidential information (such as names, Social Security Numbers, contact information, or other personally identifiable information), the number of Class Members along with the total Workweeks worked by all Class Members and total PAGA Pay Periods worked by all PAGA Group Members.

C. Section V(C) of the Settlement Agreement is hereby deleted and replaced with the following:

C. **Mailing and Emailing Of Class Notice.** The Settlement Administrator shall mail the Class Notice to Class Members **within fourteen (14) calendar days** of receiving the Class Data from Defendant. The Settlement Administrator shall send the Class Notice via First Class U.S. Mail, using the most current, known mailing address for each Class Member and PAGA Group Member based on information provided by Defendant. Upon receipt of this information from Defendant, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. In addition, the settlement administrator shall email the Class Notice to Class Members within fourteen (14) calendar days of receiving the Class Data from Defendant.

D. Section V(D) of the Settlement Agreement is hereby deleted and replaced with the following:

D. **Re-mailing Of Returned Notices.** Any mailing returned to the Settlement Administrator as undeliverable shall be sent **within three (3) business days** via First Class U.S. Mail to the forwarding address affixed thereto, if applicable. If no forwarding address is provided, **within three (3) business days of receipt of the returned mailing**, the Settlement Administrator shall attempt to determine the correct address again using a robust skip trace database to update and correct any known or identifiable address changes and must perform a re-mailing based on the results of this procedure via First Class U.S. Mail **within three (3) business days** of the conclusion of the procedure. It shall be presumed that those Class Members whose re-mailed Class Notices are not returned to the Settlement Administrator as undeliverable **within thirty (30) calendar days** after re-mailing, actually received the Class Notice to the maximum extent permitted by law. The Settlement Administrator has no obligation to make further attempts to locate or send Class

Notice to Class Members whose Class Notice is returned by the USPS a second time.

E. Section VI(C) of the Settlement Agreement is hereby deleted and replaced with the following:

C. **Opt-Out Procedures.** A Class Member who wishes to opt out of the class portion of the Settlement shall send a Request for Exclusion to the Settlement Administrator, which is a writing setting forth their name, the last four digits of the Social Security number of the Class Member requesting exclusion, the name of the Action, and a statement that they request exclusion from the class and do not wish to participate in the settlement. To be valid, the Request for Exclusion must: (i) reasonably communicate the Class Member's election to be excluded from the class portion of the Settlement and contain sufficient Class Member identifying information; (ii) be signed or include a personalized, verifiable electronic signature by the Class Member; and (iii) be postmarked or time-stamped by the Response Deadline and submitted to the Settlement Administrator at the specified address. Opt-out forms must be returned to the settlement administrator by fax, mail, or email, but an otherwise valid and timely opt-out form that is received by the settlement administrator will be accepted. All Class Members who do not timely submit a valid Request for Exclusion shall be bound by the terms and conditions of this Agreement including the release of claims described herein, and shall also be bound by any Court orders related to this Agreement or the Action.

F. Section VII(B) of the Settlement Agreement is hereby deleted and replaced with the following:

B. **Written Objection Procedures.** Any written Objection must: (a) contain the case name of the Action; (b) contain the Class Member's full name and signature (if by email, a personalized, verifiable electronic signature); (c) contain a written statement of the grounds for the objection and supporting documents, if any; and (d) be sent by mail or email to the Settlement Administrator, and postmarked or time-stamped, respectively, on or before the Response Deadline. These instructions, as well as information regarding how to appear will be communicated in the Class Notice.

G. Section VIII(F) of the Settlement Agreement is hereby deleted and replaced with the following:

F. **Procedures for Class Members to Dispute Workweek Calculations:**

Defendant's records shall be determinative with respect to the number of Individual Workweeks and Individual PAGA Pay Periods for the Class Member and shall be presumptively valid, subject to this Section VIII(F). If a Class Member disagrees with the number of Individual Workweeks or Individual PAGA Pay Periods listed in his/her/their Class Notice, the Class Member may dispute the number of Individual Workweeks and/or Individual PAGA Pay Periods by communicating with the Settlement Administrator via fax, mail, or email by no later than the Response Deadline.

The Class Member must provide the Settlement Administrator with a written statement explaining the basis for such dispute and supporting documentation, if any. In the absence of any contrary evidence, the Settlement Administrator is entitled to presume that the Individual Workweeks and/or Individual PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator must inform the Class Member who submitted the challenge of its determination within 7 days of receipt of a challenge. The Settlement Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge, except as otherwise ordered by the Court. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Individual Workweeks and/or Individual PAGA Pay Periods and the Settlement Administrator's determination of the challenges to counsel for Defendant.

H. Section XIII(A) of the Settlement Agreement is hereby deleted and replaced with the following:

A. At the time of mediation, Defendant represented that there are an estimated 104,000 Workweeks worked by the approximately 3,131 Class Members in the Class Period through January 31, 2026. The parties agreed that if it was later determined that the number of actual Workweeks worked by Class Members exceeds 10% of this estimate (*i.e.,* if there are 114,401 or more Workweeks worked by Class Members in the Class Period), Defendant would have the option of either: (a) proportionally increasing the Gross Settlement Amount pro-rata per additional Workweek over and above the 10% threshold; or (b) ending the Class Period on a date that will not result in an increase of more than 10% of the Workweeks estimated in the Class Period. Defendant later elected to exercise option (b) of this clause, and to conclude the Class Period and PAGA period on March 14, 2026. At that time, there were 113,919 Workweeks worked by Class Members.

I. Section XV(A) and (B) of the Settlement Agreement are hereby deleted and replaced with the following:

A. **Class Member Release**

1. Release of Claims by Plaintiff and Class Members. In consideration of the monetary sum provided by Defendant and effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments, Plaintiff and each Class Member who does not timely opt-out of the settlement, on behalf of themselves, their heirs, executors, administrators, attorneys, agents, and assigns shall fully and finally release and discharge Defendant and its former, present, and future parents, subsidiaries, affiliated corporations and entities, successors, and each of their respective current, former, and future officers, directors, members, managers, employees, and other agents ("**Released Parties**"), from any and all claims, rights, demands, liabilities, and causes of action of any kind arising from the alleged violation of any provision of common law, California law and/or federal law that occurred during the Class Period that

were pled in the Operative Complaint or Plaintiff's LWDA letter, or which could have been pled based on the facts alleged in the Operative Complaint or Plaintiff's LWDA letter, or claims which could have been pled based on facts reasonably related to the facts alleged in the Operative Complaint or Plaintiff's LWDA letter, including claims for: failure to pay all minimum, overtime and reporting time wages, including with respect to the rate at which such wages are paid (Cal. Lab. Code §§ 204, 210, 216, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 218.6, 226.7, 512, 1194, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to timely pay all wages (Cal. Lab. Code §§ 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 1197.5); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code § 246); failure to reimburse all necessary business expenses (Cal. Lab. Code §§ 2800, 2802); violation of the IWC California Wage Orders; violation of the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 1174, 1175); failure to maintain records (Cal. Lab. Code §§ 226, 226.3, 1174, 1174.5); failure to provide required information at time of hiring (Cal. Lab. Code § 2810.5); Code of Civil Procedure § 1021.5; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof that arose during the Class Period ("**Released Class Claims**"). The Released Class Claims do not include claims to enforce this Agreement or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

a) This Settlement and the judgment entered thereon shall have res judicata effect precluding Plaintiff and the Participating Class Members from initiating any other proceedings regarding claims released pursuant to this Agreement.

B. **PAGA Release of Claims**

1. Release of PAGA Claims. For the avoidance of doubt, Class Members/PAGA Group Members have no opt-out rights as to the PAGA portion of the settlement of the Actions. Accordingly, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments, in consideration of the PAGA Settlement Amount, Plaintiff, on behalf of herself and the State of California, and all PAGA Group members, waives, fully releases and forever discharges the Released

Parties from any and all claims under PAGA arising from the facts alleged and claims pled in the Operative Complaint or Plaintiff's LWDA letter, or that could have been asserted based on the facts alleged in the Operative Complaint or Plaintiff's LWDA letter, or which could have been pled based on facts reasonably related to the facts alleged in the Operative Complaint or Plaintiff's LWDA letter against Defendant, including, but not limited to, claims for: failure to pay all minimum, overtime and reporting time wages, including with respect to the rate at which such wages are paid (Cal. Lab. Code §§ 204, 210, 216, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 218.6, 226.7, 512, 1194, 1198, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to timely pay all wages (Cal. Lab. Code §§ 201, 201.3, 202, 203 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 1197.5); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code § 246); failure to reimburse all necessary business expenses (Cal. Lab. Code §§ 2800, 2802); violation of the IWC California Wage Orders; failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 1174, 1175); failure to maintain records (Cal. Lab. Code §§ 226, 226.3, 1174, 1174.5); failure to provide required information at time of hiring (Cal. Lab. Code § 2810.5); Code of Civil Procedure § 1021.5; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof, that arose during the PAGA Period ("**Released PAGA Claims**"). The Released PAGA Claims and the Released Class Claims are collectively referred to as the "**Released Claims**."

II. EFFECT OF AMENDMENTS

Except as and to the extent expressly modified by this Amendment, the Settlement Agreement, as so amended, will remain in full force and effect in all respects. Each reference to the "Agreement" or "Settlement Agreement" in the Settlement Agreement will refer to the Settlement Agreement as amended by this Amendment.

III. COUNTERPARTS

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile or other electronic means shall be as effective as delivery of a manually executed signature page of this Settlement Agreement.

[Signature Page Follows]

SIGNATURES

EMPLAW, LLP, as duly authorized representative of Plaintiff Bernard Germani

Dated: September 16, 2026

Christina Lucio
Attorneys for Plaintiff Bernard Germani

JONES DAY, as duly authorized representative of Defendant Alaska Airlines, Inc.

Dated: September 16, 2026

Koree B. Wooley
Attorneys for Defendant
Alaska Airlines, Inc.