

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

SVETLANA SHOLOPA and MILICA
MILOSEVIC, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

TURK HAVA YOLLARI A.O. (d/b/a Turkish
Airlines, a foreign corporation), and TURKISH
AIRLINES, INC., a New York Corporation

Defendants.

Case No. 1:20-cv-03294-ALC

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

I. DEFINITIONS..... 3

II. MOTION FOR PRELIMINARY APPROVAL 9

III. SETTLEMENT CONSIDERATION 10

IV. CLASS CERTIFICATION..... 12

V. CLASS SETTLEMENT NOTICE 13

VI. CLAIMS SUBMISSION PROCESS AND ADMINISTRATION 15

VII. RELEASE..... 16

VIII. OBJECTIONS, NOTICES TO APPEAR, AND OPT-OUTS (REQUESTS FOR EXCLUSION) 17

IX. ATTORNEYS’ FEES, COSTS, OTHER EXPENSES, AND CLASS REPRESENTATIVES’ SERVICE AWARDS 18

X. ENTRY OF FINAL ORDER AND JUDGMENT 20

XI. DISMISSAL 21

XII. TERMINATION..... 21

XIII. DENIAL OF WRONGDOING AND LIABILITY 22

XIV. ADDITIONAL PROVISIONS 23

Subject to the approval of the Court and pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Class Action Settlement Agreement and Release, including the attached Exhibits (“Settlement Agreement” or “Settlement”), is entered into between plaintiffs Svetlana Sholopa and Milica Milosevic (“Plaintiffs”), on behalf of themselves and on behalf of each of the Settlement Class Members, and Defendants Turk Hava Yollari A.O. (d/b/a Turkish Airlines) and Turkish Airlines, Inc. (“Turkish” or “Defendants”) (collectively, the “Parties”) in the action entitled *Sholopa v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines)*, Case No. 1:20-cv-3294-ALC in the United States District Court for the Southern District of New York.

RECITALS

WHEREAS, on April 27, 2020, Plaintiff Svetlana Sholopa (“Sholopa”) filed a putative class action in the United States District Court for the Southern District of New York (the “Complaint”) against Turkish on behalf of herself and all others similarly situated, alleging claims for, *inter alia*, breach of contract, and alleging that Turkish failed to refund Sholopa and similarly situated passengers for her cancelled flight in violation of Turkish’s General Conditions of Carriage (“GCC”); and

WHEREAS, on May 20, 2020, Sholopa filed a Notice of Related Case stating that the instant action (“*Sholopa*”) was related to *Milosevic v. Turk Hava Yollari A.O et al., Case No. 1:20-cv-03328-LJL* (S.D.N.Y.) (“*Milosevic*”); and

WHEREAS, on June 29, 2020, the cases were deemed related; and

WHEREAS, on October 23, 2020, Plaintiffs filed a Consolidated Class Action Complaint (“CCAC”) against Turkish on behalf of themselves and all others similarly situated, alleging claims for breach of contract based on Turkish’s alleged failure to refund passengers for cancelled flights in violation of Turkish’s GCC; and

WHEREAS, on November 13, 2020, Turkish filed a Motion to Dismiss the CCAC; and

WHEREAS, on March 31, 2022, the Court denied Turkish's Motion to Dismiss the CCAC;
and

WHEREAS on April 14, 2022, Turkish filed its Answer to the CCAC, denying the allegations of the CCAC and raising affirmative defenses; and

WHEREAS, Plaintiffs have asserted their claim for breach of contract in briefing and argument before this Court; and

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

WHEREAS, this Settlement has been reached after hard-fought litigation and is the product of extensive, arm's-length settlement negotiations and an August 9, 2022 mediation session conducted first before the Honorable Wayne R. Andersen (Ret.); and

WHEREAS, the Parties have engaged in significant discovery that has allowed the parties to adequately 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, the parties exchanged and met and conferred concerning a number of discovery requests, including interrogatories and requests for production. In response, Turkish produced critical information concerning the merits of the case to Plaintiffs, including information concerning the number of class members, the amount of flights at issue that had been cancelled within the class period, the

amount of money that had been refunded, the amount of money that had not yet been refunded, and the amount of vouchers claimed by U.S. customers; and

WHEREAS, the Parties recognize that the outcome of this Litigation is uncertain, and that a final resolution through the litigation process would require several more years of appeals, substantial risk and expense, the distraction and diversion of Turkish's personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims; and

WHEREAS, the Parties believe that this Settlement Agreement is fair, reasonable, and adequate because it provides substantial economic consideration to the Settlement Class in exchange for Settlement Class Members' release of certain Claims.

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 motions practice, or (b) any admission or concession of the merit of this Litigation or of liability or wrongdoing or the lack of merit of any defense whatsoever by Turkish, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiffs, the Settlement Class and Turkish, that this Litigation and all Claims of the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to Turkish, 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.

I. DEFINITIONS

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

A. “**CAFA Notice**” means 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, and the form of which is attached in **Exhibit A**.

B. “**Cash Option**” means for Settlement Class Members who have already received a refund of their tickets for a Qualifying Flight, means the election that those Settlement Class Members will have to receive a payment of \$10.00 USD (instead of a \$45.00 USD Voucher)

C. “**Claim**” or “**Claims**” mean all claims, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, and liabilities.

D. “**Claim Form**” means the proposed Claim Form in substantially the form attached hereto as **Exhibit B** to be used by Settlement Class Members to make a Claim for the Cash Option or Voucher Option, which form is to be approved by the Court and to be posted on the Settlement Website in accordance with Section VI of this Settlement Agreement.

E. “**Claims Administration Expenses**” means the Class Notice expenses and other expenses incurred by the Settlement Claims Administrator in administering this Settlement, including, without limitation: preparing and disseminating Class Notice and CAFA Notice; responding to inquiries from Settlement Class Members; creating and maintaining a Settlement Website; coordinating Cash Option and Voucher Option request information with Turkish and Class Counsel; accepting, validating, maintaining and processing Cash Option and Voucher Option requests submitted by Settlement Class Members; and maintaining all Claims and other Settlement Agreement-related data through the conclusion of the settlement administration process.

F. “**Claims Deadline**” means the date by which a Claim Form must be received via electronic submission by 11:59 p.m. Eastern Standard Time to be considered timely. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Class Notice and shall not be less than sixty (60) consecutive days from the Class Notice Date.

G. “**Class Counsel**” or “**Plaintiffs’ Counsel**” means Bursor & Fisher, P.A. and Liddle Sheets Coulson P.C.

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

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

J. “**Class Representatives**” or “**Plaintiffs**” means named Plaintiffs Svetlana Sholopa and Milica Milosevic.

K. “**Class Period**” means the period commencing March 1, 2020 to December 31, 2021.

L. “**Court**” means the United States District Court for the Southern District of New York, the Honorable Andrew L. Carter presiding.

M. “**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 when no further appeals are possible.

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

O. “**Final Order and Judgment**” means the order and judgment entered by the Court giving approval to the terms of this Settlement Agreement as fair, reasonable and adequate, certifying a 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 to 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, against the Released Parties that asserts any Released Claims.

P. “**Interest Payments**” means the one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segments, Turkish will pay to Nonrefunded Claimants who have not previously received a refund of their Qualifying Flight.

Q. “**Litigation**” means the civil action captioned *Sholopa v. Turk Hava Yollari A.O, Inc. (d/b/a Turkish Airlines)*, Case No. 1:20-cv-03294-ALC in the United States District Court for the Southern District of New York.

R. “**Long Form Notice**” means the proposed notice in substantially the form attached as **Exhibit C**.

S. “**Nonrefunded Claimants**” means those Settlement Class Members who have not, to date, received a refund for flights encompassed in the Class Definition.

T. “**Notice Plan**” means the plan created by the Parties for the purpose of providing notice of this Settlement to the Settlement Class Members, as described in Section VI.

U. “**Opt-Out and Objection Date**” means the date ordered by the Court, which the Parties shall request be set at twenty-one (21) days prior to the Final Approval Hearing.

V. “**Preliminary Approval Order**” means the proposed order preliminarily approving this Settlement, substantially in the form of **Exhibit E** attached hereto.

W. “**Qualifying Flight**” means a Turkish flight scheduled to operate to or from the United States during the Class Period which Turkish cancelled.

X. “**Refunded Claimants**” means those Settlement Class Members who have already received refunds for flights encompassed in the Class Definition.

Y. “**Release**” means the release set forth in Section VII.

Z. “**Released Claims**” means any and all claims, whether known or unknown, relating to the Releasing Parties’ purchase of a ticket for a flight that was cancelled by Turkish during the Class Period against the Released Parties under federal, state, foreign or any other law or regulation. The Released Claims shall not include any claims for personal injury, and no such claims are released as part of this Settlement.

AA. “**Released Parties**” means Turkish and each and all of their 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 Turkish is a settlor, trustee or beneficiary, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

BB. **“Releasing Parties”** means Class Representatives Svetlana Sholopa and Milica Milosevic, and all Settlement Class Members who have not validly and timely opted out of the Settlement Class, and all those who claim through them or who assert or could assert claims on their behalf.

CC. **“Settlement Claims Administrator”** means JND Legal Administration or such other entity that the Court shall approve with the consent of the Parties to administer the Notice Plan and to oversee the processing and resolution of Claim Forms as set forth in this Settlement Agreement.

DD. **“Settlement Class”** or **“Settlement Class Member(s)”** means all United States residents who purchased tickets for travel on a Turkish flight scheduled to operate to, from, or within the United States between the Class Period (a) whose flights were cancelled by Turkish, (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 request and receive a voucher or rebooking from Turkish, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish.

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Turkish and any of its affiliates, subsidiaries, and all of its respective employees, officers, and directors; the presiding judge in the Litigation or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that

entered into a release with Turkish prior to the Effective Date concerning the Released Claims in the Litigation.

EE. “**Settlement Consideration**” means the benefits available to Settlement Class Members as described in detail in Section III.

FF. “**Settlement Website**” means the website established by the Settlement Claims Administrator, on which the Class Notice and other information relevant to this Settlement will be posted for Settlement Class Members’ benefit.

GG. “**Summary Notice**” means the proposed postcard notice in substantially the form attached as **Exhibit D**.

HH. “**Valid Claim**” means a timely 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 e-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 Claims Administrator.

II. “**Voucher**” means a \$45.00 USD voucher or value for redemption good for future travel on Turkish. The Vouchers will consist of a credit code that can be redeemed upon booking any published fare. To redeem the Vouchers, Settlement Class Members must book tickets through Turkish’s website. The Vouchers are not freely transferable, cannot be sold, and expire within twenty-four (24) months of issuance. The Vouchers cannot be redeemed for cash.

“**Voucher Option**” means the election that qualifying Settlement Class Members will receive a Voucher in lieu of a cash payment.

II. **MOTION FOR PRELIMINARY APPROVAL**

As soon as reasonably practicable after execution of this Settlement Agreement, but no later than December 20, 2022, Plaintiffs shall file with the Court a Motion for Preliminary Approval of the Settlement, Approval and Direction of Notice Plan, and Appointment of Settlement Claims Administrator that seeks entry of an order that, by its terms, shall:

1. Preliminarily approve this Settlement as fair, reasonable, and adequate;
2. Approve the proposed notice plan and Class Notice in forms substantially similar to those attached hereto as **Exhibit C** and **Exhibit D**;
3. Establish deadlines for the filing of objections and notice of opting out of the Settlement;
4. Appoint the Settlement Claims Administrator; and
5. Set a date for the Final Approval Hearing at which the Court will consider final approval of the Settlement and Plaintiffs' motion for attorneys' fees and expenses.

III. SETTLEMENT CONSIDERATION

Turkish shall provide the following Settlement Consideration in exchange for the Release detailed in Section VII:

A. Settlement Class Members Who Have Received Refunds. For those Settlement Class Members who have received refunds from Turkish for Qualified Flights (the "**Refunded Claimants**"), they shall have the option to submit a Claim Form electing:

1. The Cash Option: \$10.00 USD per person; or
2. The Voucher Option: a Voucher for future travel in the amount of \$45.00 USD.

B. Settlement Cap. Turkish shall pay the value of all Valid Claims for Cash Options and Voucher Options pursuant to Section III(A) up to \$1,000,000.00 USD (the "**Refunded Claimants Settlement Cap**"). In the event that Valid Claims for Cash Options or Voucher Options under Section III(A) exceed the Refunded Claimants Settlement Cap, the amount paid for

Valid Claims for Cash Options or Voucher Options shall be reduced *pro rata* until the full \$1,000,000.00 USD Settlement Cap has been paid.

C. Payments Not Subject To the Settlement Cap: The following items are excluded from the Settlement Cap:

1. The awards made to Nonrefunded Claimants pursuant to Section III(D) are **not** subject to the Refunded Claimants Settlement Cap, and shall **not** be capped in any way by this Settlement;
2. Any attorneys' fees, costs, and expenses awarded to Settlement Class Counsel or other counsel for Settlement Class Members. Any such awards shall be paid in addition to, and separate from, any awards paid to Refunded and Nonrefunded Claimants;
3. Any service award payments to the Plaintiffs. Any such awards shall be paid in addition to, and separate from, any awards paid to Refunded and Nonrefunded Claimants; and
4. Claims Administration Expenses. Any such expenses shall be paid in addition to, and separate from, any awards paid to Refunded and Nonrefunded Claimants.

D. Settlement Class Members Who Have Not Received Refunds. For those Settlement Class Members who have not received a refund for Qualified Flights (*i.e.*, the Nonrefunded Claimants):

1. Turkish will notify them in the class notice that they are eligible to receive a full refund of the purchase price, plus one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment, and that they can indicate their desire to request a refund on the Claim Form; and
2. Upon submission of a Valid Claim, Turkish will (i) process their refund, and (ii) make an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment.

E. Time To Submit A Valid Claim: All Valid Claims by Refunded or Nonrefunded Claimants must be submitted within sixty (60) days of the Class Notice Date. Turkish is not responsible for providing any awards to Refunded or Nonrefunded Claimants after sixty (60) days.

F. Payment Date. Settlement Consideration for all Valid Claims will be paid (or for refunds, processed) within thirty (30) business days of the Effective Date.

IV. CLASS CERTIFICATION

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

B. Certification is Conditional. This certification is conditional on the Court's approval of this Settlement Agreement. In the event the Court does not approve all terms of the Settlement Agreement, or if the Settlement Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Settlement Agreement and all orders entered in connection therewith, 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 of this Settlement Agreement, and Turkish 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-based treatment.

C. Turkish Reservation of Rights: Turkish contends that this 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 Turkish that this Litigation or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement shall prevent Turkish from opposing class certification or seeking decertification of the Settlement Class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason. Turkish supports certification of the class for settlement purposes only.

V. CLASS SETTLEMENT NOTICE

A. Settlement Claims Administrator

1. In their motion for preliminary approval, Plaintiffs will propose that the Court appoint JND Legal Administration as the Settlement Claims Administrator.

2. The Settlement Claims Administrator will facilitate the notice process by providing professional guidance and support in the implementation of the Notice Plan and by overseeing the Claim Form submission process.

B. Notice Plan

1. The Parties and the Settlement Claims Administrator have developed an appropriate and reasonable Notice Plan to reach Settlement Class Members. The Class Notice 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, which will be administered by the Settlement Claims Administrator.

2. Under the Notice Plan, upon Preliminary Approval of this Settlement, the Settlement Claims Administrator shall cause the Long Form Notice to be disseminated to Settlement Class Members via e-mail, and the Summary Notice by U.S. mail for any Settlement Class Members with respect to whom Turkish 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 **Exhibit C** and **Exhibit D**.
3. For any e-mails to Settlement Class Members that are returned to the Settlement Claims Administrator as undeliverable and for Settlement Class Members for whom Turkish 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.
4. The Settlement Claims Administrator will also create and maintain a Settlement Website to be activated within five (5) days following entry of the Preliminary Approval Order. The Settlement Website will have a Claim Form submission capability, contain the Preliminary Approval Order, the Class Notice, this Settlement Agreement, and other information regarding the Court approval process as agreed to by the Parties. The Settlement Website will also contain other important case documents, which will be updated from time to time, including the Complaint in the Litigation, any motion for attorneys' 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 the Court-approval process, such as an announcement when the final approval hearing is scheduled, deadlines for opting out and objecting, when the Final Order and Judgment has been entered, and when the Effective Date is expected or has been reached. The Settlement Claims Administrator will terminate the Settlement Website forty-five (45) days after either (1) the Effective Date, or (2) the date on which the Settlement is terminated or otherwise not approved by a court. The Settlement Claims Administrator will then promptly transfer ownership of the URL to Turkish.
5. The Settlement Claims Administrator will also establish a toll-free telephone number for Settlement Class Members to call and receive pre-recorded answers to questions regarding this Settlement and will also set up an email address to handle Settlement Class Members' inquiries.

6. Turkish shall serve notice of the 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 the Court grants Preliminary Approval of the Settlement. A proposed form of CAFA Notice, without the accompanying attachments, is attached as **Exhibit A**. Within a reasonable time thereafter, Turkish shall file with the Court a certification of the date(s) on which the CAFA Notice was served.

VI. CLAIMS SUBMISSION PROCESS AND ADMINISTRATION

A. Turkish shall provide the Settlement Claims Administrator with a listing of the names, mailing addresses (if available), e-mail addresses (if available), passenger name records, refund amounts, and refund statuses for Settlement Class Members.

B. The Settlement Claims Administrator shall cause the Claim Form to be available on the Settlement Website. The Claim Form shall conform with the form attached as **Exhibit B**.

C. The Settlement Website will permit Settlement Class Members to input their class member identifier to determine whether they have received a refund, and if so, whether the Settlement Class Member would like to receive the Cash Option or Voucher Option available to them if they file a Valid Claim.

D. All Claim Forms must be electronically submitted and received by the Claims Deadline. Class Members may, at their option, contact the Settlement Claims Administrator for a copy of a paper Claim Form, which will be accepted upon receipt as valid by the Settlement Claims Administrator if the claims are otherwise valid.

E. The Settlement Claims 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 Turkish's records, (ii) determining the amount of the Cash Option and the Interest Payments based upon Turkish'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 Claims Administrator shall have the right to audit claims and the Settlement Claims Administrator, when necessary, may request additional information from Settlement Class Members submitting Claim Forms and from Turkish.

F. The Settlement Class Administrator shall approve or deny all Claim Forms and will only pay Valid Claims. If any fraud is detected or reasonably suspected, the Settlement Claims Administrator may request further information from the Settlement Class Member and from Turkish or deny claims, subject to the ultimate oversight of the Court.

G. Cash Option payments and Interest Payments shall be issued via PayPal (electronically) or check (standard mail) at the election of the Settlement Class Member. Checks will be valid for one hundred twenty (120) days from the date of issuance.

H. The Settlement Claims Administrator shall maintain records of all Claim Forms until ninety (90) days after all Valid Claims have been finally resolved and the Settlement Claims Administrator has issued payment to those Settlement Class Members who submitted Valid Claims, and such records will be made available upon request to Turkish's counsel at the end of the ninety (90) day period. The Settlement Claims Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Turkish requests.

VII. RELEASE

Upon the Effective Date, Plaintiffs and each of the Settlement Class Members who have not validly opted out of the Settlement Class shall be deemed to have, and by operation of the judgment shall 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, settlement or resolution

of the Litigation, including any claims related to any assertion that Turkish wrongfully did not refund its customers' flights that were cancelled by Turkish. Nothing in the Settlement Agreement or Release shall release any claims for personal injuries.

VIII. OBJECTIONS, NOTICES TO APPEAR, AND OPT-OUTS (REQUESTS FOR EXCLUSION)

A. Any Settlement Class Member who wishes to object to this Settlement must serve the Settlement Claims Administrator his or her objection no later than the Opt-Out and Objection Date, which shall be set by the Court in its Preliminary Approval Order. The Parties shall request an Opt-Out and Objection Deadline of twenty-one (21) days prior to the Final Approval Hearing.

B. The Parties shall request that the Court require any objection to be in writing and include the following information: (a) the objector's name, address, telephone number and, if represented by counsel, the name, address, and telephone number of his or her counsel; (b) the objector's flight numbers for all flights at issue in this Settlement, the flight dates, the flight route (destination and origin airports), and ticket price; (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 known 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 or her counsel intends to rely; and (f) the objector's handwritten signature.

C. Any Settlement Class Member who wishes to be excluded from the settlement (*i.e.*, to opt out of the Settlement Class) must mail or deliver a written request for exclusion to the Settlement Claims Administrator, received by the Opt-Out and Objection Date, which shall be no later than twenty-one (21) days before the Final Approval Hearing. The written request must provide the Settlement Class Member's name, address and telephone number, state that the

Settlement Class Member requests exclusion from the Settlement Class, and the Settlement Class Member's handwritten signature. 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 this Litigation relating to this Settlement, even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Turkish relating to the Released Claims.

D. The Settlement Claims Administrator shall receive and maintain the exclusion requests and objections and provide copies of the exclusion requests and objections to the Parties' counsel. At least fourteen (14) court days before the Final Approval Hearing, the Settlement Claims Administrator shall provide the Parties' counsel with a list of all Settlement Class Members who submitted timely, valid exclusion requests, as well as all objections.

IX. ATTORNEYS' FEES, COSTS, OTHER EXPENSES, AND CLASS REPRESENTATIVES' SERVICE AWARDS

A. Class Counsel will ask the Court for an award of reasonable expenses, costs, and attorneys' fees in connection with this Litigation, with the total amount not to exceed nine-hundred thousand dollars and zero cents (\$900,000.00 USD). Turkish will have the right to oppose the amount of attorneys' fees, costs, and expenses sought by Class Counsel, but not Class Counsel's entitlement to fees under the Settlement Agreement.

B. Any attorneys' fees, costs, and expenses awarded shall be paid in addition to, and separate from, any awards paid to Settlement Class Members, and shall not derogate in any way from any relief due to the Settlement Class.

C. Class Counsel shall file, and the Settlement Claims Administrator shall post to the Settlement Website, its papers supporting the petition for attorneys' fees, expenses, and costs at least fourteen (14) days before the Opt-Out and Objection Date.

D. This agreement with respect to attorneys' fees and expenses was not negotiated until after the substantive terms of the Settlement, including the consideration to the Settlement Class, had been negotiated and agreed upon. The amount of the attorneys' fees, costs, and expenses to be sought by Class Counsel was mediated by Hon. Wayne R. Andersen (Ret.) of JAMS.

E. To the extent awarded by the Court, and subject to Class Counsel's undertaking to repay attorneys' fees, costs, and expenses in the event of an adverse ruling on appeal, Turkish will wire the attorneys' fees, costs, and expenses into an account specified by Class Counsel within thirty (30) business days of the Court's order granting Final Approval of the Settlement and awarding such fees, costs, and expenses, provided that Turkish has received the applicable completed W-9 form and any necessary wiring instructions.

F. In the event that an appellate court reverses Final Approval of the Settlement, or rejects or reduces the award of attorneys' fees, costs, or expenses, Class Counsel shall return the appropriate amount of fees and expenses to Turkish within ten (10) business days.

G. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, expenses, and costs 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, expenses, and costs shall be the sole aggregate compensation paid by Turkish to Class Counsel in connection with this Litigation.

H. Class Counsel may make an application for service awards, in amounts not to exceed \$3,500.00 USD each, for the Class Representatives to compensate them for their efforts and commitment on behalf of the Settlement Class. Any such awards shall be paid in addition to,

and separate from, any awards paid to Settlement Class Members Claimants, and shall not derogate in any way from any relief due to the Settlement Class.

I. 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.

J. Turkish shall pay any Class Representatives' service awards granted by the Court within thirty (30) calendar days after the Effective Date, provided that Turkish has received a completed W-9 form for each Class Representative.

X. ENTRY OF FINAL ORDER AND JUDGMENT

This Settlement is subject to and conditioned upon the issuance by the Court of a Final Order and Judgment that grants approval of this Settlement 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. Such Final Order and Judgment shall:

1. Grant final approval of this Settlement and direct its implementation pursuant to the terms and conditions of the Settlement Agreement;
2. 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;
3. Determine that this Settlement is fair, reasonable, and adequate;
4. Effect the Release as provided in Section VII;
5. 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;
6. Direct that this Litigation be dismissed with prejudice;

7. 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
8. 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.

XI. DISMISSAL

Upon final approval of this Settlement by the Court, this Litigation will be dismissed with prejudice, including the Plaintiffs' individual claims, as provided for in the Final Order and Judgment.

XII. TERMINATION

A. Turkish's willingness to settle this Litigation is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, except to the extent certain individual lawsuits are preserved by those Settlement Class Members who opt out of the Settlement Agreement. The Parties have the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement, if any of the following conditions subsequent occurs:

1. The Parties fail to obtain and maintain preliminary approval of the proposed Settlement in part or in full;
2. Any court requires a notice plan materially different from the plan specifically set forth in Section VI and attached **Exhibit C** and **Exhibit D** or a material change to the submission process and administration specifically set forth in Section IV;
3. Any court requires material changes to the Settlement Consideration as specifically set forth in Section III and Section VII;
4. The Court fails to enter a Final Order and Judgment consistent with the provisions in Section X; or

5. This Settlement is not upheld on appeal, including review by the United States Supreme Court.

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

C. 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.

XIII. DENIAL OF WRONGDOING AND LIABILITY

A. Turkish has denied and continues to deny that it has breached any contract with Settlement Class Members as alleged in this Litigation or failed to issue, or issue within a reasonable time, refunds. In addition, Turkish maintains that it has meritorious defenses to the claims alleged in this Litigation, believes that a litigation class cannot be certified here, and that it would have prevailed at trial.

B. Nonetheless, taking into account the uncertainty, risks and costs inherent in any litigation, Turkish has concluded that further conduct of this Litigation could be protracted, burdensome, expensive and distracting. Turkish has, therefore, determined that it is desirable and beneficial to the Company that this Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. As set forth in Section XIV(B) below, this Settlement shall in no event be construed as or deemed to be evidence of an admission or

concession by Turkish with respect to any claim or fault, liability, wrongdoing or damage whatsoever.

XIV. ADDITIONAL PROVISIONS

A. Best Efforts to Obtain Court Approval

The Parties and the Parties' counsel agree to use their best efforts to obtain Court approval of this Settlement, subject to the Parties' rights to terminate this Settlement Agreement as stated in Section XIII.

B. No Admission

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

1. 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 Turkish of the validity of any Claim that has been or could have been asserted in this Litigation, or the deficiency of any defense that has been or could have been asserted in this Litigation, or of any liability, negligence, fault, or wrongdoing on the part of Plaintiffs or Turkish;
2. Offered or received by or against Plaintiffs or Turkish 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 Turkish, or of the truth of any of the claims made in this Litigation, and evidence thereof shall not be directly or indirectly admissible in any way (whether in this Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and the Final Order and Judgment including, without limitation, asserting as a defense the Release and waivers provided herein;
3. Offered or received by or against Plaintiffs or Turkish 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 Turkish, 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, the Plaintiffs or Turkish may refer to it to enforce their rights hereunder; or

4. Construed as an admission or concession by Plaintiffs, the Settlement Class, or Turkish that the consideration to be given hereunder represents the consideration that could or would have been obtained through trial in this 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 Turkish's Customers and Other Members of the Public

1. Turkish reserves the right to communicate with its customers and members of the public in the ordinary course of business. Similarly, Turkish can answer any inquiries initiated by Settlement Class Members.

2. With the exception of Class Notice, no Party or counsel shall make any mass or generalized communications to the public, media or press regarding the Settlement. To avoid contradictory, incomplete, or confusing information about the Settlement, the Parties agree that if Class Counsel wants to make any written press releases, disclosures on their website, or statements to the media about the Settlement before the conclusion of the Claims Deadline, such releases or statements will have to be approved by Turkish in advance. Such approval shall not be unreasonably withheld. Except as noted herein and by mutual agreement of the Parties, the Class Notice shall constitute the only communication from either Turkish or Class Counsel to Settlement Class Members regarding the Settlement prior to the Final Approval Hearing.

3. The Parties and their counsel agree that no party or counsel shall make any disparaging public announcements about the other and any such breach of this provision will constitute a material breach of the Settlement Agreement.

D. Entire Agreement

This Settlement Agreement, including all Exhibits hereto, shall constitute the entire agreement among the Parties with regard to the 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.

E. Governing Law

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

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. Facsimile signatures or signatures sent by e-mail shall be treated as original signatures and shall be binding.

G. No Assignment

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

H. Binding Effect

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

I. Severability

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.

J. Reasonable Extensions

The Parties may agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement. Consent to a request for extension of time shall not be unreasonably withheld.

K. No Primary Drafter of Settlement Agreement

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.

L. Effect of Waiver of Provisions

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.

M. Variance in Terms

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).

N. Exhibits to Settlement Agreement

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

O. Authorization to Enter Settlement Agreement

The individuals signing this Settlement Agreement on behalf of Turkish represent that they are fully authorized by Turkish to enter into, and to execute, this Settlement Agreement on behalf of Turkish. Class Counsel represent that they are fully authorized to conduct settlement negotiations with Turkish's counsel on behalf of the Class Representatives, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e). The Class Representatives enter into and execute this Settlement Agreement on behalf of themselves, and as representatives of and on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

P. Tax Consequences

No opinion concerning the tax consequences of this Settlement Agreement to any Settlement Class Member is given or will be given by Turkish, Turkish's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Class Notice will direct Settlement Class Members to consult their own tax advisors regarding the tax

consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Settlement, if any.

Q. Notices

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:

If to the Class Representatives or Class Counsel:

BURSOR & FISHER, PA
Yeremey O. Krivoshey
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Tel: (925) 300-4455
ykrivoshey@bursor.com

If to Turkish or Turkish's counsel:

NORTON ROSE FULBRIGHT US LLP
Steven M. Dollar
1301 Avenue of the Americas
New York, New York 10019
Tel: (212) 318-3326
steve.dollar@nortonrosefulbright.com

Dated: 12/20/2022 /s/ Svetlana Sholopa
Svetlana Sholopa

Dated: 12/20/2022 /s/ Nicholas Coulson
Milica Milosevic

Dated: 12/20/2022 **TURK HAVA YOLLARI A.O.**

By: /s/ Muhammed Fatih Durmaz

Dated: 12/20/2022

TURKISH AIRLINES, INC.

By: /s/ Muhammed Fatih Durmaz

Dated: 12/20/2022

BURSOR & FISHER, P.A.

By: /s/ Yeremey O. Krivoshey
Yeremey O. Krivoshey
Attorney for Plaintiffs and the Settlement Class

Dated: 12/20/2022

LIDDLE SHEETS COULSON P.C.

By: /s/ Nicholas Coulson
Nicholas Coulson
Attorney for Plaintiffs and the Settlement Class

Dated: 12/20/2022

NORTON ROSE FULBRIGHT US LLP

By: /s/ Stephen M. Dollar
Stephen M. Dollar
Attorney for Defendants

Table of Exhibits

to the Class Action Settlement Agreement and Release

Exhibit	Description	Pages
A	CAFA Notice (without exhibits)	
B	Claim Form	
C	Long Form Notice	
D	Summary Notice	
E	Proposed Preliminary Approval Order	

EXHIBIT A



December 20, 2022

Via UPS

To: See Attached Distribution List
(appropriate federal and state officials)

Re: ***Sholopa et al. v. Turk Hava Yollari A.O.***
(d/b/a Turkish Airlines) et al.
Case No. 1:20-cv-03294-ALC (S.D.N.Y.)
Notice of Class Action Settlement under
28 U.S.C. § 1715

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019-6022
United States

Direct line +1 212 318 3326
sonia.lee@nortonrosefulbright.com

Tel +1 212 318 3000
Fax +1 212 318 3400
nortonrosefulbright.com

Dear Attorney General:

Notice of Class Action Settlement

We are writing to you on behalf of Turk Hava Yollari A.O. (d/b/a Turkish Airlines) and Turkish Airlines, Inc. (“Turkish Airlines”), the defendant in *Sholopa et al. v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines) et al.*, Case No. 1:20-cv-03294-ALC (S.D.N.Y.) (the “Litigation”), to provide notice of a proposed class action settlement filed with the Court on December 2, 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, in which Ms. Svetlana Sholopa and Milica Milosevic brought on behalf of a putative class of purchasers of flights operated by Turkish Airlines.¹ They allege that Turkish Airlines breached its General Conditions of Carriage (“GCC”) by failing to refund customers at all or failing to refund them within a reasonable time for flights cancelled by Turkish Airlines due to COVID-19.

Turkish Airlines 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. Turkish Airlines maintains that it did not breach the GCC, and regardless, it issued refunds within a reasonable amount of time particularly in light of the COVID-19 pandemic. Nevertheless, Turkish Airlines has agreed to settle the Litigation solely to avoid the cost, delay, and uncertainty of further litigation.

¹ The proposed Settlement Class is comprised of: all United States residents who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to, from, or within the United States between March 1, 2020 and December 31, 2021 (the “Class Period”) (a) whose flights were cancelled by Turkish Airlines, (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 request and receive a voucher or rebooking from Turkish Airlines, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish Airlines.

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

November 28, 2022
Page 2

Settlement Consideration

The proposed settlement provides the Settlement Class with economic consideration.

Settlement Class Members² who have received a refund from Turkish Airlines shall have the option to submit a Claim Form electing either: (1) the Cash Option: \$10.00 USD per person; or (2) the Voucher Option: a voucher for future travel on Turkish Airlines in the amount of \$45.00 USD.

Settlement Class Members who have not received a refund, but are entitled to one, will be reminded through the Notice Plan that they are eligible to receive a refund and provided the option to request a refund, with one percent interest, on the Claim Form. Upon submission of a Valid Claim, Turkish Airlines will pay them: (1) the full amount of their refund, and (2) an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment. Settlement Class Members who have not received a refund from Turkish Airlines and do not fill out a Claim Form in a timely fashion, will not release their claims for a refund. Rather, they may still later request a refund from Turkish Airlines, but without interest; whether that refund will be paid will depend on the circumstances of the flight, its fare rules, and the time that has passed since the flight was cancelled.

Turkish Airlines has agreed to pay the value of all Valid Claims made for Cash Options and Voucher Options up to a maximum capped dollar amount of \$1,000,000.00 USD. If the claims submitted for the Cash Option and Voucher Option exceed the Settlement Cap, these payments will be reduced *pro rata*. The refunds and Interest Payments provided to those Settlement Class Members who request a refund and submit a Claim Form do not count against the maximum capped dollar amount and shall be paid separately by Turkish Airlines. Attorneys' fees and costs, notice and administration costs, and any incentive awards shall also be paid separately by Turkish Airlines and in addition to any relief to Settlement Class Members, and shall not derogate in any way from the relief due to Settlement Class Members.

Section 1715(b) Information

Pursuant to Section 1715(b), Turkish Airlines provides the following information regarding the proposed settlement of this class action:

1. A copy of the original Complaint, filed on April 27, 2020 and attached hereto as Exhibit 1.
2. A copy of the First Amended Complaint, filed on June 11, 2020 and attached hereto as Exhibit 2.

² Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Settlement Agreement.

November 28, 2022
Page 3

3. A copy of the Consolidated Class Action Complaint, filed on October 23, 2020 and attached hereto as Exhibit 3.
4. Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Proposed Settlement, attaching a supporting memorandum with exhibits, including the Settlement Agreement and proposed plan of notification to the Settlement Class Members, attached hereto as Exhibit 5. The proposed plan of notification informs the Settlement Class Members of their right to request exclusion from the class action.
5. The Preliminary Approval hearing is set for _____, 2023.
6. The parties estimate that there are 340,000 Settlement Class Members in total. For some Settlement Class Members, Turkish Airlines 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.

The Court's full docket and case information is publicly available on the PACER system at <https://pacer.gov>. The Settlement Claims Administrator will also maintain a settlement website www._____.com, which will be operational shortly and will contain updated materials pertinent to the settlement and the Court approval process.

Very truly yours,

NORTON ROSE FULBRIGHT US LLP

/s/ _____

Steve M. Dollar
Sonia H. Lee
Devlin Healey
1301 Avenue of the Americas
New York, New York 10019
Tel.: (212) 318-3000
Fax: (212) 318-3400
E-Mail: steve.dollar@nortonrosefulbright.com
sonia.lee@nortonrosefulbright.com
devlin.healey@nortonrosefulbright.com

*Attorneys for Defendants Türk Hava Yollari A.O.
(d/b/a Turkish Airlines) and Turkish Airlines, Inc.*

EXHIBIT B

Your claim must be postmarked on or before _____, 2023

*Sholopa et al. v. Turk Hava Yollari A.O.,
(d/b/a Turkish Airlines) et al.*
Case No. 1:20-cv-03294-ALC, U.S.D.C., S.D.N.Y.

XXX

SETTLEMENT CLAIM FORM

If you purchased one or more tickets for travel on Turkish Airlines flights scheduled to operate to or from the United States between March 1, 2020 and December 31, 2021 and any of your flights were cancelled by Turkish Airlines, 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 _____, 2023.

By completing this Claim Form, you may be entitled to receive (1) a \$10.00 USD cash payment or \$45.00 USD voucher in the event that you have already received a refund for your flight(s) that were cancelled by Turkish Airlines within the Class Period and/or (2) a full refund of your ticket price plus 1 percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (i.e., a 101% refund) for all tickets for flights that were cancelled by Turkish Airlines within the Class Period for which you have not yet received a refund.

YOUR INFORMATION

First Name	Last Name	
Address 1		
Address 2		
City	State	Zip Code
Contact Telephone Number	Email (enter your PayPal email if you select PayPal below)	
Class Member Identifier (provided with the class notice)		

(1) If you are a Settlement Class Member and have already received a refund from Turkish Airlines, please select whether you elect to receive the \$10.00 USD cash payment (the “Cash Option”) OR the \$45.00 USD Voucher (the “Voucher Option”) for use on future travel with Turkish Airlines. If you are a Settlement Class Member and have NOT, to date, requested or received a refund from Turkish Airlines, please skip this question and proceed to question 2 below.

- Cash Option:
- Voucher Option:

(2) If you are a Settlement Class Member and have NOT requested or received a refund from Turkish Airlines to date, please complete the following information to receive a full refund of your ticket(s) AND an additional payment of (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (i.e., a 101% refund):

*If you have multiple Ticket Reservation Numbers, please list each Ticket Reservation Number separated by a comma.

- Ticket Reservation Number:

(3) Please select the manner in which payment will be issued for your Valid Claim. Vouchers will be sent via e-mail.

- PayPal:
- Paper Check via Mail:

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

Declaration (must be completed)

Sign and Date the Affirmation below:

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

- I personally purchased tickets for travel on a Turkish Airlines flight scheduled to operate to or from the United States between March 1, 2020 and December 31, 2021 and my flight was cancelled by Turkish Airlines.
- I did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg.
- I did not request or receive a voucher or rebooking from Turkish Airlines.
- I did not request and receive a charge back from my credit card provider for the full amount of the flight cancelled by Turkish Airlines.
- The information provided in this Claim Form is true and correct to the best of my knowledge.

Signature: _____

Date: _____

EXHIBIT C

CLASS MEMBER IDENTIFIER: XXXXXXXXXXXX

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

*Sholopa et al. v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines) et al.,
Case No. 1:20-cv-03294-ALC (S.D.N.Y.)*

If you purchased tickets for travel on a Turkish Airlines flight scheduled to fly to or from the United States between March 1, 2020 and December 31, 2021 and your flight was cancelled by Turkish Airlines, you may be entitled for benefits from a class action settlement.

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

- A Settlement has been reached in a class action lawsuit. In the lawsuit, Plaintiffs Svetlana Sholopa and Milica Milosevic (“Plaintiffs”) allege that Turk Hava Yollari A.O. (d/b/a Turkish Airlines) and Turkish Airlines, Inc. (“Turkish Airlines”) breached its General Conditions of Carriage (“GCC”) by failing to refund them for flights cancelled due to COVID-19 at all or within a reasonable amount of time. By entering the Settlement, Turkish Airlines does not concede the truth of any of the claims against it; Turkish Airlines maintains that it did not breach the GCC, that it did provide refunds within a reasonable amount of time particularly given COVID-19’s impact on Turkish Airlines’ operations and the airline industry generally, and it denies that it did anything wrong. The Court has not decided who is right. Instead, the parties agreed to a compromise.
- The Settlement only impacts you if you are a Settlement Class Member. A Settlement Class Member is any United States resident who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to, from, or within the United States between March 1, 2020 and December 31, 2021 (a) whose flights were cancelled by Turkish Airlines, (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 request and receive a voucher or rebooking from Turkish Airlines, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish Airlines (the “Settlement Class”). Settlement Class Members consist of two categories of individuals: (1) Settlement Class Members who have received refunds from Turkish Airlines for Qualifying Flights; and (2) Settlement Class Members who have not, to date, received a refund for Qualifying Flights.
- Under the Settlement, Settlement Class Members who have already received a refund from Turkish Airlines and who submit a Claim Form will have the option to elect either (1) the Cash Option: \$10.00 USD per person, or (2) the Voucher Option: a Voucher for future travel on Turkish Airlines in the amount of \$45.00 USD. The Cash and Voucher Options are subject to a cap of \$1,000,000.00 USD. Receipt of total valid claims made by Refunded Claimants greater than \$1,000,000.00 USD will reduce the cash and voucher payout for each eligible Refunded Claimant that submitted a valid claim on a *pro rata* basis until the full \$1,000,000.00 USD has been paid.
- Settlement Class Members who have not, to date, received a refund can request a refund on the Claim Form and, upon submission of a valid Claim Form, Turkish Airlines will (i) provide them with a full refund, and (ii) provide an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

segment (*i.e.*, a 101% refund). Refunds and Interest Payments available for Class Members that have not yet received a refund are not capped in any manner.

- To obtain any Settlement Consideration, you must submit a valid Claim Form **within sixty (60)** days of the Date of Notice.
- 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. Defined terms have the meanings in the Settlement Agreement.

SETTLEMENT CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT		
YOUR RIGHTS AND OPTIONS	WHAT THEY MEAN	DEADLINES
DO NOTHING	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
SUBMIT A CLAIM FORM	You must submit a Valid Claim to select either the \$10.00 USD cash payment or \$45.00 USD voucher if you have already received a refund for your cancelled flight from Turkish Airlines, or to receive your refund plus one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (<i>i.e.</i> , a 101% refund) if you have not received a refund from Turkish Airlines to date. To find out how to submit a Claim Form, please read Question __.	Received on or before __, 2023 [60 days after Class Notice Date]
EXCLUDE YOURSELF (OPT OUT)	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 Turkish Airlines about the legal claims involved in the Settlement, individually. To find out how to opt out, please read Question __.	Received on or before __, 2023 [21 days before Final Approval Hearing]
OBJECT OR COMMENT	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 __.	Filed and served on or before __, 2023 [21 days before Final Approval Hearing]

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

GO TO FINAL APPROVAL HEARING	Whichever of the above options you choose, you may also ask to speak in Court about the Settlement. To find out how to do so, please read Question __.	Served on or before ____, 2023 [21 days before Final Approval Hearing]
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QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

[INSERT TABLE OF CONTENTS]

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

BASIC INFORMATION

1. Why did you receive this notice?

This notice (“Class Notice”) has been sent because the Court has given its preliminary approval to the Settlement of the Litigation.

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

2. What is this case about?

Plaintiffs filed a lawsuit in which they allege that Turkish Airlines breached its General Conditions of Carriage (“GCC”) by failing to refund class members for flights cancelled due to COVID-19 at all or within a reasonable amount of time. Turkish Airlines denies that it did anything wrong or breached the GCC, and maintains that it did provide refunds within a reasonable amount of time particularly given COVID-19’s impact on Turkish Airlines’ operations and the airline industry generally. Accordingly, Turkish Airlines has vigorously defended 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 residents of the United States whose flights were cancelled by Turkish Airlines between March 1, 2020 and December 31, 2021. 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. Turkish Airlines 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 certified a class action for settlement purposes only. More information about why this is a class action can be found in the Court’s Class Certification Order, which is available at [www.\[INSERT URL\].com](http://www.[INSERT URL].com).

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 extensive, arm’s-length negotiations overseen by a JAMS mediator, a former federal judge, the lawyers representing the Parties agreed to settle the Litigation to avoid the cost, delay, and risk of continuing

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

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 United States residents who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to, from, or within the United States between March 1, 2020 and December 31, 2021 (a) whose flights were cancelled by Turkish Airlines, (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 request and receive a voucher or rebooking from Turkish Airlines, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish Airlines.

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) Turkish Airlines and any of its affiliates, subsidiaries, and all of its respective employees, officers, and directors; (5) the presiding judge in the Litigation or judicial officer presiding over the matter, and all of their immediate families and judicial staff; (6) and any natural person or entity that entered into a release with Turkish Airlines prior to the Effective Date concerning the Released Claims in the Litigation.

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 [INSERT SETTLEMENT WEBSITE] 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. The benefit you may receive from the Settlement depends upon whether you (1) have already received a refund from Turkish Airlines or (2) have not already received a refund from Turkish Airlines.

8. What are the benefits of the Settlement for Settlement Class Members who have already received a refund from Turkish Airlines?

Each Settlement Class Member who has already received a refund from Turkish Airlines for a Qualifying Flight may elect to receive either:

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

- (1) \$10.00 USD cash (the “Cash Option”) or
- (2) a \$45.00 USD Voucher to use on future travel with Turkish Airlines (the “Voucher Option”).

The Cash Option and the Voucher Option are subject to a cap of \$1,000,000.00 USD. The amount paid to each Settlement Class Member will be reduced *pro rata* if Valid Claims for Cash and Voucher Options exceed \$1,000,000.00 USD.

To receive either the Cash Option, or the Voucher Option, you submit a Claim Form by following the directions set forth at [INSERT WEBSITE URL], as set forth in the next section of this Class Notice.

To receive the Cash Option or Voucher Option, you must submit your Claim Form by the Claims Deadline – no later than _____, 2023 [60 days after the Class Notice Date].

Settlement Consideration for all Valid Claims will be paid within forty-five (45) days of the Effective Date, as set forth below.

9. What are the benefits of the Settlement for Settlement Class Members who have not, to date, received a refund from Turkish Airlines?

Each Settlement Class Member who has not already received a refund from Turkish Airlines for a Qualifying Flight, upon submission of a Valid Claim, will receive:

- (1) the full amount of the refund due; plus
- (2) an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (*i.e.*, a 101% refund).

The full refund amount and Interest Payments under this option are **not** subjected to the \$1,000,000.00 USD cap.

To receive your refund and the additional one percent Interest Payment, you must submit a Claim Form by following the directions set forth at [INSERT WEBSITE URL], as set forth in the next section of this Class Notice.

To receive your refund plus one percent of the refund value, you must submit your Claim Form by the Claims Deadline – no later than _____, 2023 [60 days after the Class Notice Date].

Settlement Consideration for all Valid Claims will be paid within forty-five (45) days of the Effective Date, as set forth below.

10. What do I need to do to participate in the Settlement?

If you are a Settlement Class Member who has already received a refund from Turkish Airlines and would like to receive the \$10.00 USD Cash Option or \$45.00 USD Voucher Option, you must submit a Claim Form by following the directions set forth at [INSERT WEBSITE URL].

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

If you are a Settlement Class Member who has not, to date, received a refund from Turkish Airlines and would like to receive your refund plus an additional one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (*i.e.*, a 101% refund), you must submit a Claim Form by following the directions set forth at [INSERT WEBSITE URL].

Settlement Class Members who fail to submit a Valid Claim will not receive any compensation from the Settlement. However, if you are a Settlement Class Member who has not received a refund from Turkish Airlines, even if you do not fill out a Claim Form in a timely fashion, you may still later request a refund from Turkish Airlines **without** the Interest Payment. Whether that refund will be paid will depend on the circumstances of your flight, its fare rules, and the time that has passed since the flight was cancelled; no interest will be paid on refunds requested outside the Claim Form process.

To receive the \$10.00 USD Cash Payment or \$45.00 USD Voucher, or to receive the full value of your ticket in addition to the Interest Payment, you must submit your Claim Form by the Claims Deadline – no later than _____, 2023 [60 days after the Class Notice Date].

11. When will the Settlement go into effect?

The Court will hold a Final Approval Hearing on _____, 2023 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 [INSERT WEBSITE URL] to check the progress of the Court-approval process and the Effective Date. Please be patient.

Settlement Consideration for all Valid Claims will be paid within forty-five (45) days of 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 Turkish Airlines 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 “opting out” of, the Settlement Class.

12. 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 JND Legal Administration that includes your name, address, and telephone number stating that you wish to exclude yourself from the case and including your handwritten signature. Your written request should be mailed to:

[INSERT ADDRESS]

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

Your written request must be **received** by _____, 2023. 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.

13. 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 Turkish Airlines individually for the Claims included in the Settlement Agreement, as long as suit is filed before the relevant statute of limitations expires.

14. 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, expenses, and costs, and the service awards for the Class Representatives. You can give reasons why you think the Court should not approve the Settlement or award the requested fees, costs, or expenses. The Court will consider your views.

Anyone who objects to the Settlement, the Settlement Agreement, the application for attorneys' fees, costs, or 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 _____, 2023, serve on JND Legal Administration 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 this Settlement, the flight dates, and the flight route (destination and origin airports);
- A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- 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; and
- Your handwritten signature.

You must sign your own objection. Attorneys' signatures on objections will not be accepted.

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

If you do not comply with the foregoing procedures and deadlines for submitting written objections, 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

15. Do I have a lawyer in this case?

The Court has appointed the law firms of Bursor & Fisher, P.A. and Liddle Sheets Coulson P.C. as Class Counsel to represent the Settlement Class Members. The only fees, costs, and expenses these lawyers will seek are those described in Question 16 below. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

16. How will the lawyers be paid?

For more than a year, Class Counsel have worked without compensation on this case. In connection with the Final Approval Hearing on the Settlement, Class Counsel will apply to the Court for an award of expenses, costs, and attorneys' fees, with the total amount not to exceed \$900,000. This amount is being paid separately from, and in addition to, any relief paid to Class Members, and will not derogate in any way to the relief provided for.

In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amount requested by Class Counsel, the amount not awarded will be available to be claimed by Settlement Class Members.

Class Counsel will also apply to the Court for a service award for the Class Representatives in an amount not to exceed \$3,500 each. The service award compensates the Class Representatives for their efforts and commitment on behalf of the Settlement Class during the Litigation, including responding to discovery, and communicating with Class Counsel on behalf of Class Members. This amount is being paid separately from, and in addition to, any relief paid to Class Members, and will not derogate in any way to the relief provided for.

THE COURT'S FINAL APPROVAL HEARING

17. 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, costs, 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 Andrew L. Carter on _____, 2023 at _____ **Eastern Time**, at _____.

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

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, costs, and expenses to Class Counsel, as well as service awards to the Class Representative(s). At the 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 date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should be advised to check the Settlement Website at [INSERT WEBSITE URL] to check on the date of the Final Approval Hearing, the Court-approval process, and the Effective Date.

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

19. 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.

You may not be able to speak at the hearing if you do not comply with the procedures set out in this notice.

IF YOU DO NOTHING

20. What happens if I do nothing?

If you are a Settlement Class Member, you must file a Claim Form by the Claims Deadline, [INSERT DATE], as described in response to Question 10, to receive any Settlement benefits.

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.

If, however, you are a Settlement Class Member who has not received a refund from Turkish Airlines, even if you do not fill out a Claim Form in a timely fashion, you may still later request a refund from Turkish Airlines – without interest. Whether that refund will be paid will depend on the circumstances of your flight, its fare rules, and the time that has passed since the flight was cancelled; no interest will be paid on refunds requested outside the Claim Form process.

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

GETTING MORE INFORMATION

21. 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. This Settlement Agreement can be reviewed by clicking here: [INSERT WEBSITE URL].

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, the Claim Form, or the Settlement Agreement mailed to you, please call [PHONE NUMBER] or write to JND Legal Administration 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, 500 Pearl Street, New York, New York 10007.

Please do not call the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.____.COM

EXHIBIT D

Class Member Identifier: XXXXXXXXXXXX

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Sholopa et al. v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines) et al. Case No. 1:20-cv-03294-ALC

If you purchased a flight on Turkish Airlines scheduled to fly to or from the United States between March 1, 2020 and December 31, 2021 and your flight was cancelled by Turkish Airlines, you may be eligible for benefits from a class action settlement.

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

A Settlement has been reached in a class action lawsuit. In the lawsuit, Plaintiffs allege Turk Hava Yollari A.O. (d/b/a Turkish Airlines) (“Turkish Airlines”) breached its General Conditions of Carriage (“GCC”) by failing to refund them for cancelled flights at all or within a reasonable amount of time. Turkish Airlines maintains that it did not breach the GCC, that it did provide refunds within a reasonable amount of time particularly given Covid-19’s impact on Turkish Airlines’ operations and the airline industry generally, and it 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 Summary Notice because Turkish Airlines’ records indicate that you may be a Settlement Class Member. The Settlement Class includes all persons who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to or from the United States between March 1, 2020 and December 31, 2021 whose flights were cancelled by Turkish Airlines.

What are the Settlement Terms? Under the Settlement, Settlement Class Members who have already received a refund from Turkish Airlines and who submit a Claim Form will have the option to elect either (1) the Cash Option: \$10.00 USD per person, or (2) the Voucher Option: a Voucher for future travel on Turkish Airlines in the amount of \$45.00 USD. Settlement Class Members who have not, to date, received a refund (but are entitled to one) can request a refund on the Claim Form and, upon submission of a Valid Claim, Turkish Airlines will pay (i) the full amount of the refund, and (ii) an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (*i.e.*, a 101% refund). Settlement Class Members may submit a Claim Form through the mail or at [INSERT WEBSITE URL].

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself or “opt out” by _____, 2023. If you do not opt out, you will release Claims that were or could have been made against Turkish Airlines related to this case. If you stay in the Settlement, you may object to it by _____, 2023. The Long Form Notice on the website explains how to opt out or object. The Court has scheduled a hearing on _____, 2023 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.

[SETTLEMENT WEBSITE ADDRESS](#)

PHONE NUMBER

CLAIM ADMINISTRATOR ADDRESS

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

EXHIBIT E

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

SVETLANA SHOLOPA and MILICA
MILOSEVIC, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

TURK HAVA YOLLARI A.O. (d/b/a Turkish
Airlines, a foreign corporation), and TURKISH
AIRLINES, INC., a New York Corporation

Defendants.

Case No. 1:20-cv-03294-ALC

Hon. Andrew L. Carter

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

WHEREAS, Plaintiffs Svetlana Sholopa and Milica Milosevic (“Plaintiffs”) filed a putative class action against Defendants Turk Hava Yollari A.O. (d/b/a Turkish Airlines) and Turkish Airlines, Inc. (“Turkish Airlines”) on behalf of themselves and all others similarly situated, alleging that Turkish Airlines did not issue or timely issue refunds for its customers’ flights that were cancelled due to COVID-19 and Turkish Airlines denied such allegations;

WHEREAS, Plaintiffs and Turkish Airlines entered into a Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) on December 20, 2022, which is attached as Exhibit 1 to the Declaration of Yeremey O. Krivoshey in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement filed on December 20, 2022, and sets forth the terms and conditions of the proposed Settlement and the dismissal of the Litigation¹ against Turkish Airlines with prejudice;

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

¹ Capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement, unless otherwise defined.

WHEREAS, Turkish Airlines does not contest certification of the Settlement Class solely for purposes of settlement;

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 of Class Settlement, and the supporting Declaration of Yeremey O. Krivoshey, and found good cause for entering the following 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.

Settlement Class Certification

2. The Court finds, upon preliminary evaluation and for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) have been met. The Court preliminarily certifies the following class for purposes of the Settlement only: all United States residents who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to, from, or within the United States between March 1, 2020 and December 31, 2021 (the "Class Period") (a) whose flights were cancelled by Turkish Airlines, (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 request and receive a voucher or rebooking from Turkish Airlines, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish Airlines (the "Settlement Class").

3. The Court preliminarily finds, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) have been satisfied for the Settlement Class in that: (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class predominate over any questions

affecting only individual members of the Settlement Class; and (f) a class settlement is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court finds that pursuant to Federal Rule of Civil Procedure 23, and for purposes of the Settlement only, that Plaintiffs Svetlana Sholopa and Milica Milosevic are adequate class representatives and appoints them to serve as representatives for the Settlement Class.

5. The Court also finds that the law firms of Bursor & Fisher, P.A. and Liddle Sheets Coulson P.C. have significant expertise and knowledge in prosecuting class actions involving consumer claims, and has committed the necessary resources to represent the Settlement Class. The Court, for purposes of settlement, appoints Bursor & Fisher, P.A. and Liddle Sheets Coulson P.C. as Class Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g).

Preliminary Approval of the Settlement

6. The Court finds that the Settlement is the product of 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 an experienced mediator. The Court also 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 and does not grant preferential treatment to the Plaintiffs and their counsel, and has no obvious deficiencies.

7. 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.

Manner and Form of Notice

8. The Court approves the Class Notice substantially in the form attached as Exhibit C and Exhibit D to the Settlement Agreement. The Court also finds that the proposed notice plan, which includes e-mail dissemination of notice to the Settlement Class, first-class mail service of

postcard Summary Notice to those Settlement Class Members for whom e-mail notice is unavailable or where the e-mail notice has been undeliverable, and the posting of the notice on the Settlement Website, will provide the best notice practicable under the circumstances. The Class Notice is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the effect of the proposed Settlement (including the Released Claims contained therein), and any motion for attorneys' fees, costs, and expenses, and service awards, and of their right to submit a Claim Form and object to any aspect of the proposed Settlement. The notice plan constitutes 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 mailed or posted.

9. The Court hereby appoints JND Legal Administration to serve as the Settlement Claims Administrator to supervise and administer the notice procedures, establish and operate a Settlement Website and a toll-free number, administer the Claims processes, distribute cash payments, Vouchers, and Interest Payments according to the processes and criteria set forth in the Settlement Agreement, and perform any other duties provided for in the Settlement Agreement.

10. Turkish Airlines shall provide the Settlement Claims Administrator with the e-mail and mail addresses of the Settlement Class Members (the "Class List"), for the purpose of disseminating e-mail and postcard notice as detailed in the Settlement Agreement. Turkish Airlines shall take appropriate measures to ensure that the Class List is transferred to the Settlement Claims Administrator in a secure manner, and the Settlement Claims Administrator shall maintain the Class List in a secure manner.

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

(a) The Settlement Claims Administrator will disseminate Class Notice to Settlement Class Members via e-mail.

(b) The Settlement Claims Administrator will send first-class mail service of postcard

Summary Notice to the last known address for those Settlement Class Members associated with an unknown or undeliverable e-mail address; and

(c) As soon as practicable following the entry of this Order, and no later than the commencement of the Class Notice Date, the Settlement Claims Administrator shall establish the Settlement Website pursuant to the terms of the Settlement Agreement. The Class Notice shall be posted on the Settlement Website on or before the Class Notice Date.

The Final Approval Hearing

12. The Court will hold a Final Approval Hearing on _____, 2022, at _____, in the United States District Court for the Southern District of New York, Thurgood Marshall Courthouse, 40 Foley Square, New York, NY 10007, Courtroom 1306, for the following purpose: (i) to finally determine whether the Settlement Class satisfies the applicable requirements for class action treatment under Rules 23(a) and 23(b)(3); (ii) to determine whether the Settlement should be approved as fair, reasonable, and adequate and in the best interests of the Settlement Class; (iii) to rule upon Class Counsel's application for an award of attorneys' fees, costs, and expenses; (iv) to rule upon Class Counsel's application for service awards to Plaintiffs; and (v) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

13. 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.

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 the 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 **fourteen (14) calendar days** prior to the Opt-Out and Objection Date. Papers in opposition shall be filed on or by the objection deadline, as set forth 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

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, costs, and expenses or to Class Counsel's application for service awards. 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, costs, and expenses, or for service awards, unless that Settlement Class Member or person has served written objections upon the Settlement Claims Administrator no later than the Opt-Out and Objection Date.

17. For an objection to be considered by the Court, the objection must set forth: (a) the name of this Litigation; (b) the objector's full name, address, email address, and telephone number; (c) the objector's flight numbers for all flights at issue in the Settlement, the flight dates, and the flight route (destination and origin airports); (d) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (e) all grounds for the objection, accompanied by any legal support for the objection; (f) 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; (g) the identity of all counsel who represent the objector; and (h) the objector's handwritten signature, even if represented by counsel.

18. Any Settlement Class Member who does not make his or her objection in the manner provided for herein shall, absent good cause, be deemed to have waived such objection and shall forever be 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, costs, 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 the 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 postmarked no later than the Opt-Out and Objection Date. Any person who would otherwise be a Settlement Class Member who wishes to be excluded from the Settlement Class must notify the Settlement Claims Administrator in writing of the intent to exclude himself or herself from the Settlement Class, postmarked no later than the Opt-Out and Objection Date. The written notification must include the individual's (i) name, (ii) address, (iii) a statement that the person wishes to be excluded from the Settlement in this Litigation, and (iv) handwritten signature. All persons 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 or any orders of the Court, or any final judgment.

21. Any person who would otherwise be a member of the Settlement Class and who does not notify the Settlement Claims Administrator of his/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 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 Turkish Airlines, no later than **fourteen (14) calendar days** before the Final Approval Hearing, that summarize the number of opt-out notifications received to date and other pertinent information, and provide copies of the opt-out requests to the Parties' counsel.

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 the Parties elect 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.

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

Summary of Relevant Deadlines

<u>Event</u>	<u>Deadline</u>
Last day for Turkish Airlines to provide Settlement Class Member contact information to the Settlement Administrator	14 days after entry of Preliminary Approval Date
Notice Date (Email and Direct Mail)	Within 30 days after entry of Preliminary Approval Date
Reminder Email Notice	30 days after first Email Notice is sent

<u>Event</u>	<u>Deadline</u>
Last day for Plaintiffs and Class Counsel to file motion for final approval of the Settlement, and motion for attorneys' fees, costs and service awards	14 days before the Exclusion/Objection Deadline
Exclusion/Objection Deadline	21 days before the Final Approval Hearing
Last day for the Parties to file any responses to objections, and any replies in support of motion for final settlement approval and/or Class Counsel's application for attorneys' fees, costs and service awards	7 days before Final Approval Hearing
Claims Deadline	60 days after Notice Date
Final Approval Hearing	[TBD]

IT IS SO ORDERED.

DATED: _____

 THE HONORABLE ANDREW L. CARTER
 UNITED STATES DISTRICT JUDGE