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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON**

CASEY CLARKSON,

*Plaintiff,*

v.

ALASKA AIRLINES, INC, and  
HORIZON AIR INDUSTRIES,  
INC.,

*Defendants*

No. 2:19-CV-005-TOR

**PLAN OF ALLOCATION**

1. **The Net Settlement Fund.** The Net Settlement Fund<sup>1</sup> will consist of the \$4,750,000.00 paid by Defendants pursuant to the Settlement Agreement, plus any earnings and interest accrued thereon, minus any Court-approved attorneys' fees, litigation expenses, and service award to Plaintiff and/or the Additional Class Representatives.<sup>2</sup>

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<sup>1</sup> All capitalized terms not defined herein have the meaning afforded them by the Class Action Settlement Agreement between Plaintiff and Defendants dated August 16, 2024.

1           2.     **Authorized Claimants.** An Authorized Claimant will be any  
2 member of the Class as certified by the Court who: (a) is identified in the Class  
3 data produced by Defendants (each a “Data Claimant”) and/or (b) identifies  
4 themselves on a timely submitted claim form as a pilot at Horizon who took  
5 short-term military leave between October 10, 2004, and October 2, 2008 (each a  
6 “Claim Form Claimant”).

7           3.     **Allocation of the Net Settlement Fund.** The Net Settlement Fund  
8 will be allocated pro rata among the Authorized Claimants based on the  
9 Recognized Claim for each Class Member as compared to total Recognized  
10 Claims for all Authorized Claimants.

11           4.     **Recognized Claim.** The amount of an Authorized Claimant’s  
12 Recognized Claim will be:

- 13           a. As to Data Claimants, the amount of compensation that Data  
14 Claimants would have earned from Alaska and/or Horizon had  
15 their monthly minimum guarantee not been pro-rated as a result of  
16 taking short-term military leave from their employment with  
17 Alaska and/or Horizon during the Class Period under the terms of  
18 the then-applicable collective bargaining agreement. This amount  
19 will be calculated based on military leave data and pay data  
20 produced by Alaska and Horizon.

1 b. As to Claim Form Claimants, an amount equal to (i) the annualized  
2 average of the compensation that Data-Identified Claimants would  
3 have earned from Horizon had their monthly minimum guarantee  
4 not been pro-rated as a result of taking short-term military leave  
5 from their employment with Horizon during the Class Period under  
6 the terms of the then-applicable collective bargaining agreement,  
7 multiplied by (ii) the number of calendar years between 2004 and  
8 2008 during which a Claim Form Claimant declares under penalty  
9 of perjury that they took short-term military leave from their  
10 employment with Horizon, multiplied by (iii) twenty five percent  
11 (25%).

12 5. **Initial Distribution to Authorized Claimants.** A distribution to  
13 Authorized Claimants will be made after the Final Approval Order is Non-  
14 Appealable (the “Initial Distribution”). Checks to Authorized Claimants will  
15 state that they are void 90 days from the date of issue.

16 6. **Second Distribution to Authorized Claimants.** A second  
17 distribution will be made to those Authorized Claimants who endorsed their  
18 Initial Distribution checks within 90 days after issuance from the Initial  
19 Distribution only if after the Initial Distribution the Net Settlement Fund contains  
20 or subsequently has sufficient monies to pay the costs of administering a second  
21 distribution to Authorized Claimants and a second distribution is otherwise

1 economically feasible (the “Second Distribution”). Checks to Authorized  
2 Claimants will state that they are void 90 days from the date of issue.

3 7. **Residual Funds.** In the event that monies remain in the Net  
4 Settlement Fund following both the Initial Distribution and the Second  
5 Distribution (or, if a Second Distribution is not economically feasible, after the  
6 Initial Distribution), and after all taxes and other expenses have been paid, those  
7 residual amounts will be distributed to a non-profit 501(c)(3) charitable  
8 organization(s) recommended by Co-Lead Class Counsel and approved by the  
9 Court consistent with the principles of *cy pres*.

10 8. **Continuing Jurisdiction.** The Court shall retain jurisdiction over  
11 implementation of the Plan of Allocation and disposition of the Settlement Fund,  
12 including to allow, disallow, or adjust the claim of any Class Member on  
13 equitable grounds.