

If you purchased an airline ticket from Transportes Aereos Portugueses, S.A *aka* “TAP” *aka* “TAP Air Portugal” between March 1, 2020, and December 31, 2021, you could get a payment from a class action settlement.

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

- A settlement has been reached with TAP Inc. and those of its affiliates and subsidiaries related to TAP’s alleged cancellation of flights during the above timeframe without providing full refunds.
- TAP has agreed to settle the lawsuit and provide cash payments to customers who are eligible to participate in the settlement. Those included in the settlement may receive ***a full cash refund for eligible travel and an additional seven percent cash.***
- You are included in this settlement as a Settlement Class Member if you purchased airfare from TAP between March 1 2020, and December 31, 2021, and requested but did not receive a full refund for canceled travel during that period.
- Your rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM DEADLINE: AUGUST 5, 2025	This is the only way you can receive a cash payment from this settlement. If you submit a Claim Form, you will give up the right to sue TAP in a separate lawsuit about the legal claims this settlement resolves.
ASK TO BE EXCLUDED DEADLINE: SEPTEMBER 15, 2025	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against TAP related to the legal claims this settlement resolves. However, you will give up the right to get a cash payment from this settlement.
OBJECT TO THE SETTLEMENT DEADLINE: SEPTEMBER 15, 2025	If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don’t like the settlement. If you object, you may also file a claim for a cash payment.
GO TO A HEARING ON OCTOBER 23, 2025	You may object to the settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.
DO NOTHING	You will not get a cash payment from this settlement, and you will give up the right to sue, continue to sue, or be part of another lawsuit against TAP about the legal claims resolved by this settlement.

- These rights and options—***and the deadlines to exercise them***—are explained in this Notice
- The Court in charge of this case still has to decide whether to approve the settlement.

**Questions? Call 1-888-871-7940 toll-free or visit
TAPAIRPORTUGALSETTLEMENT.COM.**

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Magistrate Judge Stacy D. Adams of the United States District Court for the District of New Jersey is overseeing the settlement and matters related to the settlement in this class action. The case is known as *Tower v. Transportes Aereos Portugueses, S.A.*, Case No. 2:22-cv-6746-JKS-SDA (D.N.J.) (“Tower v. TAP” or the “Action”). The person who filed this lawsuit is called the “Plaintiff” and the company he sued, TAP, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit is about whether TAP Air Portugal (“TAP”) violated contractual and legal obligations by failing to refund customers for flights it canceled during the COVID-19 pandemic. Plaintiffs allege that TAP withheld funds unlawfully, causing financial harm to customers. TAP denies all allegations of wrongdoing. A settlement has been proposed to resolve this matter without further litigation. The Court has not decided in favor of either party.

3. What is a class action?

In a class action, one or more people called “Class Representatives” (in this case, Tower) sues on behalf of other people with similar claims. Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Class Representatives or TAP. Instead, both parties agreed to a settlement. This way, they avoid the cost and burden of a trial, and the people affected can get benefits. The Class Representatives and their attorneys think the settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether I am part of the settlement?

The settlement includes all individuals who purchased airline tickets from TAP between January 1, 2020, and December 31, 2021, whose flights were canceled by TAP, and who did not receive a refund.

6. Are there exceptions to being included?

Yes. The settlement does not include: (a) the directors, officers, employees, and attorneys of TAP and its subsidiaries or any other entity in which TAP has a controlling interest; (b) governmental entities; (c) the Court, the Court’s immediate family, and Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

7. What if I am still not sure whether I am part of the settlement?

If you are not sure whether you are included, call 1-888-871-7940, go to TAPAirPortugalSettlement.com, or write to one of the lawyers listed in Question 14 below.

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TAPAIRPORTUGALSETTLEMENT.COM.**

THE SETTLEMENT BENEFITS: WHAT YOU GET IF YOU QUALIFY

8. What does the settlement provide?

TAP has agreed to (a) provide cash payments to Settlement Class Members who submit valid Claim Forms; (b) cover notice and claims administration costs and; (c) pay for Class Counsel's attorneys' fees, as further described below.

9. How much will my cash payment be?

TAP has agreed to make full refunds plus seven percent additional compensation. For example, if you incurred \$1,000 in ticket purchases for travel on TAP during the Class Period and have requested but not received a refund, you would receive \$1,070 (i.e., a full refund plus seven percent).

HOW TO GET A CASH PAYMENT: SUBMITTING A CLAIM FORM

10. How much will my cash payment be?

You must complete and submit a claim form by **August 5, 2025**. Claim forms may be submitted online at TAPAirPortugalSettlement.com or printed from the website and submitted to the Settlement Administrator. Claim Forms are also available by calling 1-888-871-7940 or by writing to the Settlement Administrator at: *Tower v. TAP* Settlement Administrator, P.O. Box 2470, Portland, OR 97208-2470. Proof of purchase is required, and you must certify on your Claim Form that you made a qualifying purchase. All claims are subject to review and verification by the Settlement Administrator.

Further, TAP may object to any Claim Form by providing proof that a refund payment was made to that Settlement Class Member. Upon submission of such proof of payment, a Settlement Class Member may provide proof to the Settlement Administrator that the refund payment was not received, credited, or deposited (for example, through a change of address form, supplemental declaration, credit card cancellation notice, or a monthly statement from their bank). If the Settlement Class Member certifies that no payment was received, provides proof over any objection from TAP, and if the submitted claim is otherwise timely and compliant, such claim shall be deemed valid.

11. When would I receive my refund?

The Court will hold a hearing on **October 23, 2025**, to decide whether to grant final approval of the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, only if, and when, the Court grants final approval of the settlement and after any appeals are resolved or the time to file an appeal (after final approval) has passed.

12. What rights am I giving up to get a cash payment and stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class. If the settlement is approved and becomes final, all the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against TAP or the Released Persons (*see* Question 13) about the legal issues resolved by this settlement. The rights you are giving up are called "Released Claims."

13. What are the Released Claims?

If, and when, the settlement becomes final, Settlement Class Members will permanently release TAP and each and all of its current, former, and future affiliates, parents, subsidiaries, successors, and assigns, and each and all of its respective present or former representatives, officers, agents, directors, partners, principals, employees, insurers, successors, assigns, and attorneys, except for claims asserted by the Class Representatives to enforce the settlement. More details about the claims you will be releasing are described in paragraphs 110-115 of the Settlement Agreement, available at TAPAirPortugalSettlement.com.

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THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. Judge Adams appointed Glancy Prongay & Murray, LLP and Carella Byrne Cecchi Brody & Agnello, P.C to represent you and other Settlement Class Members as “Class Counsel.” These law firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees and expenses of up to \$800,000. They will also ask the Court to approve \$5,000 Service Awards for each of the two Class Representatives. The Court may award less than these amounts. Any amounts awarded by the Court will be paid by TAP separately and will not affect the amount available for cash payments to Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue TAP related to the legal claims in this case, and/or you do not want to receive a cash payment from this settlement, you must take steps to get out of the Settlement Class. This is called excluding yourself from or opting out of the settlement.

16. How do I get out of the settlement?

To exclude yourself from the Settlement Class, you must submit a written request for exclusion. Your request for exclusion must include: (1) your name; (2) your address; (3) a statement that you are a Settlement Class Member and wish to be excluded from *Tower v. Transportes Aereos Portugueses, S.A. d/b/a TAP Air Portugal*, Case No. 2:22-cv-6746-JKS-SDA (D.N.J.); and (4) your signature. Your request for exclusion must be mailed to the Settlement Administrator at the address below so it is **postmarked** no later than **September 15, 2025**:

Tower v. TAP
Settlement Administrator
P.O. Box 2470
Portland, OR 97208-2470

17. If I exclude myself, can I still get a cash payment from this settlement?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the settlement. You can only get a cash payment if you stay in the settlement and submit a valid Claim Form.

18. If I do not exclude myself, can I sue TAP for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue TAP and the Released Persons for the claims that this settlement resolves. You must exclude yourself from **this** lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against TAP or any of the Released Persons.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don’t agree with the settlement or any part of it.

19. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must be in writing and include: (1) a signature by the Settlement Class Member (or his or her attorney, if individually represented); (2) a caption or title that identifies it as “Objection to Class Settlement in *Tower v. Transportes Aereos*”

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Portugueses, S.A. d/b/a TAP Air Portugal, Case No. 2:22-cv-6746-JKS-SDA (D.N.J.)”; (3) information sufficient to identify and contact the objecting Settlement Class Member (or his or her individually hired attorney, if any); (4) a clear and concise statement of the Settlement Class Member’s objection; (5) the date(s), time(s), and location(s) that the objector purchased a ticket on TAP and did not receive a refund; (6) the date(s), time(s), and location that the objector sought a refund from TAP; (7) the facts supporting the objection – a specific statement of the legal grounds on which the objection is based, including whether it applies only to the objector, to a specific subset of the class, or to the entire class; (8) the number of times in which the objector and/or his or her counsel has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector and/or his or her counsel has made such objection, and a copy of any orders related to or ruling upon the objector’s prior such objections that were issued by the trial and appellate courts in each listed case; (9) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel or the firm’s prior such objections that were issued by the trial and appellate courts in each listed case; (10) any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between objector or objector’s counsel and any other person or entity; (11) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (12) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing. Mail your objection to all three addresses below **postmarked** on or before **September 15, 2025**.

The Court	Class Counsel	Counsel for Defendant TAP
United States District Court District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07102 973-645-3730	Jonathan M. Rotter Raymond D. Sulentic GLANCY PRONGAY & MURRAY LLP 1925 Century Park East, Suite 2100 Los Angeles, CA 90067 James E. Cecchi Donald Ecklund CARELLA BYRNE CECCHI, BRODY & AGNELLO, P.C. 5 Becker Farm Road Roseland, NJ 07068	James L. Brochin Nathaniel J. Kritzer STEPTOE LLP 1114 Avenue of the Americas New York, NY 10036 Email: jbrochin@steptoe.com

20. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intends to appear at the Final Approval Hearing. Remember, your objection must be **postmarked** by **September 15, 2025**, and sent to all three addresses in Question 19.

21. What is the difference between objecting to the settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you remain a Settlement Class Member (that is, do not exclude yourself). Excluding yourself is telling the Court that you don’t want to be part of the settlement. If you exclude yourself, you can’t object because the settlement no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don’t have to.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on **October 23, 2025**, at the Frank Lautenberg Post Office & U.S. Courthouse, 2 Federal Square, Newark, NJ 07102. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel’s request for an

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award of attorneys' fees and expenses, as well as the Class Representatives' incentive awards. If there are objections, the Court will consider them. Judge Adams will listen to people who have asked to speak at the hearing (see Question 20 above). After the hearing, the Court will decide whether to approve the settlement.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Adams may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. If you mailed your written objection on time, the Court will consider it.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the hearing by including a statement in your objection indicating that you intend to appear at the Final Approval Hearing (see Question 20 above). You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in Question 13, including your right to start a lawsuit, continue with a lawsuit, or be part of any *other* lawsuit against TAP and the Released Persons about the legal issues resolved by this settlement. In addition, you will not receive a cash payment because you must, at a minimum, submit a valid Claim Form to potentially qualify for a cash payment.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement, Claim Form, and other related documents are available at TAPAirPortugalSettlement.com. Additional information is also available by calling 1-888-871-7940 or by writing to *Tower v. TAP* Settlement Administrator, P.O. Box 2470, Portland, OR 97208-2470. Publicly filed documents can also be obtained by visiting the Martin Luther King Building & U.S. Courthouse during business hours or accessing the Court's online docket via PACER.

**Questions? Call 1-888-871-7940 toll-free or visit
TAPAIRPORTUGALSETTLEMENT.COM.**