

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ROBERT CEVASCO, JACK JONES, PATRICK JACKSON, and PAUL RADVANSKY, on behalf of the Allegiant 401(k) Retirement Plan, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

ALLEGIANT TRAVEL COMPANY

Defendant.

Case No.: 2:22-cv-01741-JAD-DJA

FINAL APPROVAL ORDER AND FINAL JUDGMENT

This action came on for a final fairness hearing, held on May 9, 2025, on a proposed Settlement of this class action, preliminarily certified for settlement purposes, and the issues having been duly heard and a decision having been duly rendered,

IT IS HEREBY ORDERED:

To the extent not otherwise defined herein, all terms shall have the same meaning as used in the Class Action Settlement Agreement executed on August 23, 2024 [ECF No. 80-1].

The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Members of the Settlement Class.

The Court hereby approves and confirms the Settlement embodied in the Settlement Agreement as being a fair, reasonable, and adequate settlement and

1 compromise of this Action, adopts the Settlement Agreement as its Judgment, and
2 orders that the Settlement Agreement shall be effective, binding, and enforced
3 according to its terms and conditions.
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5 The Court determines that Plaintiffs Robert Cevasco, Jack Jones, Patrick
6 Jackson, and Paul Radvansky have asserted claims for alleged violations of the
7 Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et*
8 *seq.* (ERISA), with respect to the Allegiant 401(k) Retirement Plan against Allegiant
9 Travel Company.
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11 The Court determines that the Settlement Agreement, which requires the
12 payment of \$1,700,000.00 on behalf of Defendant, has been negotiated vigorously and
13 at arm's length by Class Counsel and further finds that, at all times, the plaintiffs have
14 acted independently and that their interests are identical to the interests of the Plan and
15 the Settlement Class. The Court further finds that the Settlement Agreement arises from
16 a genuine controversy between the parties and is not the result of collusion, nor was the
17 Settlement procured by fraud or misrepresentation.
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19 The Court finds that the Plan's participation in the Settlement is on terms no less
20 favorable than Plaintiffs' and the Settlement Class's and that the Plan does not have any
21 additional claims above and beyond those asserted by the plaintiffs that are released as a
22 result of the Settlement Agreement.
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1 The Court determines that the Settlement is not part of an agreement,
2 arrangement, or understanding designed to benefit a party in interest, but rather is
3 designed and intended to benefit the Plan, and the Plan’s participants and beneficiaries.
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5 Accordingly, the Court determines that the negotiation and consummation of the
6 Settlement by Plaintiffs on behalf of the Plan and the Settlement Class does not
7 constitute “prohibited transactions” as defined by ERISA §§ 406(a) or (b), 29 U.S.C.
8 §§ 1106(a) or (b). Further, the Court finds that in light of the analysis and opinion
9 provided by the Independent Fiduciary [ECF No. 90-1], to the extent any of the
10 transactions required by the Settlement constitute a transaction prohibited by ERISA
11 § 406(a), 29 U.S.C. §§ 1106(a), such transactions satisfy the provisions of Prohibited
12 Transaction Exemption 2003-39. 68 Fed. Reg. § 75632 (2003).
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15 The Court determines that the Class Notice transmitted to the Settlement Class,
16 pursuant to the Preliminary Approval Order concerning the Settlement and the other
17 matters set forth therein, is the best notice practicable under the circumstances and
18 included individual notice to all Members of the Settlement Class who could be
19 identified through reasonable efforts. Such Class Notice provides valid, due and
20 sufficient notice of these proceedings and of the matters set forth therein, including the
21 Settlement described in the Stipulation to all persons entitled to such Class Notice, and
22 such Class Notice has fully satisfied the requirements of Federal Rule of Civil
23 Procedure 23 and the requirements of due process.
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1 The Court hereby approves the maintenance of the Action as a non-opt-out class
2 action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(1) with the
3 Settlement Class being defined as:
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5 All persons who were participants or beneficiaries of the Plan
6 at any time during the Class Period.

7 The “Class Period” is October 17, 2016, through January 6, 2025. A person was
8 a participant in or beneficiary of the Plans during the Class Period if they had an
9 account balance in the Plan during such period.
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11 Pursuant to Federal Rule of Civil Procedure 23(g), the Court hereby confirms its
12 prior appointment of Wenzel Fenton Cabassa, P.A., McKay Law, LLC, and Edelson
13 Lechtzin LLP as Class Counsel, and Kind Law as Plaintiffs’ Local Counsel.
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15 As of the date of Settlement Effective Date and payment of the Gross Settlement
16 Amount, Plaintiffs, the Plan, and each Member of the Settlement Class on their own
17 behalf and on behalf of their present or former agents, employees, attorneys,
18 accountants, representatives, advisers, investment bankers, trustees, parents, heirs,
19 estates, executors, administrators, successors, and assigns, shall be deemed to have
20 released each and all of the Releasees from the Released Claims.
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22 As of the date of Settlement Effective Date and payment of the Gross Settlement
23 Amount, Defendant, including its present or former agents, employees, attorneys,
24 accountants, representatives, advisers, investment bankers, trustees, parents, heirs,
25 estates, executors, administrators, successors, and assigns, shall be deemed to have
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1 released the Plaintiffs Released Parties from any claims that may have arisen out of this
2 Action.

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4 As of the date of Settlement Effective Date and payment of the Gross Settlement
5 Amount, all release provisions shall be given full force and effect in accordance with
6 each and all of their express terms and provisions, including those terms and provisions
7 relating to unknown, unsuspected, or future claims, demands, or causes of action.

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9 Further, Plaintiffs assumes for themselves, and on behalf of the Settlement Class, and
10 Defendant assumes the risk of any subsequent discovery of any matter, fact, or law, that,
11 if now known or understood, would in any respect have affected or could have affected
12 any such Person's entering into the Stipulation.

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14 The Court further determines that Defendant has fully complied with the notice
15 requirements of the Class Action Fairness Act of 2005, to the extent possible.

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17 All members of the Settlement Class and the Plan are hereby barred and enjoined
18 from the institution and prosecution, either directly or indirectly, of any other actions in
19 any court asserting any and all Released Claims against any and all Releasees.

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21 The litigation expenses incurred by Class Counsel and Plaintiffs' Local Counsel
22 in the course of prosecuting this action are reasonable. Accordingly, Class Counsel is
23 awarded costs in the amount of \$20,389.49, to be paid from the Gross Settlement
24 Amount. The attorneys' fees sought by Class Counsel in the amount of one-third of the
25 common fund established in this Action are reasonable in light of the successful results
26 achieved by Class Counsel, the monetary benefits obtained in this Action, the
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1 substantial risks associated with the Action, Class Counsel’s skill and experience in
2 class action litigation of this type, and the fee awards in comparable cases. Accordingly,
3 Class Counsel is awarded attorneys’ fees in the amount of one-third of the common
4 fund established in this Action, specifically \$566,666.
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6 Plaintiff Robert Cevasco is hereby awarded a Case Contribution Award in the
7 amount of \$7,500. Plaintiffs Jack Jones, Patrick Jackson, and Paul Radvansky are
8 hereby awarded Case Contributions in the amount of \$2,500 each.
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10 Class Counsel’s fees and Plaintiffs’ Case Contribution Awards shall be paid
11 pursuant to the timing requirements described in the Settlement Agreement.
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13 The Plan of Allocation for the Settlement is approved as fair, reasonable, and
14 adequate. Any modification or change in the Plan of Allocation that may hereafter be
15 approved shall in no way disturb or affect this Judgment and shall be considered
16 separate from this Judgment.
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18 Without affecting the finality of this judgment, the Court retains jurisdiction for
19 purposes of implementing the Settlement Agreement and reserves the power to enter
20 additional orders to effectuate the fair and orderly administration and consummation of
21 the Settlement, as may from time to time be appropriate, and resolution of any and all
22 disputes arising thereunder.
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1 IT IS FURTHER ORDERED that **this case is DISMISSED**, and the Clerk of
2 **Court is directed to CLOSE THIS CASE.**

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6 Judge Jennifer A. Dorsey
7 United States District Court
8 May 12, 2025
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