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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

PROPOSED PLAN OF ALLOCATION

Payments to Settlement Class Members shall be calculated by the Settlement Administrator pursuant to the following Plan of Allocation:

1. The Settlement Administrator will calculate an average account balance for each Settlement Class Member based on his or her total annual ending account balance invested in the Plan for the Class Period (“Average Account Balance”).

2. The Settlement Administrator will sum the Average Account Balances for all Settlement Class Members.

1 3. The Settlement Administrator will then determine the total settlement
2 payment available to each Settlement Class Member by calculating each such person's
3 pro-rata share of the Net Settlement Amount based on his or her Average Account
4 Balance compared to the sum of the Average Account Balances for all Settlement Class
5 Members.
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7 4. If the dollar amount of the settlement payment to Settlement Class Member
8 is calculated by the Settlement Administrator to be less than \$10.00, then that Settlement
9 Class Member's payment or pro rata share shall be zero for all purposes.
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11 5. The total amount of payments to Settlement Class Members pursuant to this
12 Plan of Allocation may not exceed the Net Settlement Amount. In the event that the
13 Settlement Administrator determines that the Plan of Allocation total would otherwise
14 exceed the Net Settlement Amount, the Settlement Administrator is authorized to make
15 such pro rata changes to the Plan of Allocation as are necessary to ensure that said total
16 does not exceed the Net Settlement Amount.
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18 6. The Settlement Administrator's calculations regarding settlement payments
19 will be final and binding under the Court-approved Plan of Allocation.
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21 7. All checks issued in accordance with this Plan of Allocation shall expire no
22 later than one hundred twenty (120) calendar days after their issue date. All checks that
23 are undelivered or are not cashed before their expiration date shall revert to the Qualified
24 Settlement Fund.
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26 8. No sooner than one hundred fifty (150) calendar days following the
27 Settlement Effective Date, any Net Settlement Amount remaining in the Qualified
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1 Settlement Fund after distributions, including costs, taxes and interest-earned on the
2 Qualified Settlement Fund, shall be paid to the Plan for the purpose of defraying
3 administrative fees and expenses of the Plan.
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