

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

3 ROBERT CEVASCO, JACK JONES,  
4 PATRICK JACKSON, and PAUL  
5 RADVANSKY, on behalf of the Allegiant  
6 401(k) Retirement Plan, individually and on  
7 behalf of all others similarly situated,

8 Plaintiff,

9 vs.

10 ALLEGIANT TRAVEL COMPANY,

11 Defendant.  
12

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

NOTICE OF CLASS ACTION  
SETTLEMENT

13 This notice advises you of the Settlement of *Cevasco v. Allegiant Travel Company*,  
14 Case No. 2:22-cv-01741 (D. Nevada) (the “Action”). On October 17, 2022, Plaintiff  
15 Cevasco filed a Class Action Complaint asserting claims under the Employee Retirement  
16 Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1109, 1132, for breach of fiduciary  
17 duties against Defendant. On April 23, 2024, Plaintiff filed a First Amended Class Action  
18 Complaint which added Plaintiffs Jack Jones, Patrick Jackson, and Paul Radvansky. The  
19 Settlement, if approved by the Court, would release Defendant and related parties from  
20 any claims filed against them in the Action. The terms and conditions of the Settlement  
21 are set forth in a Class Action Settlement Agreement (the “Settlement Agreement”).  
22 Capitalized terms used in this Notice but not defined in this Notice have the meanings  
23 assigned to them in the Settlement Agreement. The Settlement Agreement and additional  
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1 information with respect to the Action and the Settlement are available at  
2 *www.AllegiantERISASettlement.com* or by contacting Class Counsel, as described below.  
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4 The Parties have agreed to settle this case for \$1,700,000.00 (the “Gross Settlement  
5 Amount”). The Court has preliminarily approved the Settlement, which provides for  
6 allocation of Settlement funds to Members of the Settlement Class.  
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8 The Court has scheduled a hearing concerning Final Approval of the Settlement,  
9 Class Counsel’s motion for attorney’s fees and costs, and for a Case Contribution Award  
10 to the Plaintiffs. That hearing, before the Honorable Jennifer A. Dorsey is scheduled on  
11 May 9, 2025, at 10:00 a.m. in Courtroom 6D, at the U.S. District Court, 333 Las Vegas  
12 Blvd South, Las Vegas, Nevada 89101.  
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14 If Final Approval is granted, the Settlement will bind you as a Member of the  
15 Settlement Class. You may appear at this hearing and/or object to the Settlement. Any  
16 objection to the Settlement, the motion for attorney’s fees and costs, and/or the request  
17 for Plaintiffs’ Case Contribution Awards must be served in writing on the Court and the  
18 Parties’ counsel. More information about the hearing and how to object is explained  
19 below.  
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22 **YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU**  
23 **TAKE ANY ACTION. READ THIS NOTICE CAREFULLY. PLEASE DO**  
24 **NOT CONTACT DEFENDANT OR THE COURT. THEY WILL NOT BE**  
25 **ABLE TO ANSWER YOUR QUESTIONS.**  
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1 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

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<b>You can do nothing.</b> (No action is necessary to receive a payment.)	If the Settlement is approved by the Court and you are a Member of the Settlement Class entitled to a payment under the Plan of Allocation, you do not need to do anything to receive a payment.
<b>You can submit an objection.</b> (It must be postmarked by April 9, 2025.)	If you wish to object to any part of the Settlement, you may write to the Court and Counsel and explain why. For more information and where to send your objection, see Question 13, below.
<b>You can appear at the Final Fairness Hearing on May 9, 2025.</b>	If you submit a written objection to the Settlement before the Court-Approved Deadline, you may (but do not have to) speak in Court about the fairness of the Settlement.

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These rights and options—and the deadlines to exercise them—are explained in this Notice. Information concerning your individual share of the Net Settlement Amount will not be available for a number of months *after* the Court grants Final Approval of the Settlement and any appeals are resolved. Thank you for your patience.

**SUMMARY OF CASE**

As described in more detail below and in Plaintiffs’ First Amended Class Action Complaint (ECF No. 69), alleges that Defendant breached fiduciary duties owed to participants in and beneficiaries of the Allegiant 401(k) Retirement Plan, and each of their predecessor plans or successor plans, individually and collectively, and any trust created and attendant to all such plans (collectively, the “Plan”) during the Class Period. Defendant denies these allegations. Copies of the Settlement Agreement and many other documents related to the Settlement are available at [www.AllegiantERISASettlement.com](http://www.AllegiantERISASettlement.com).



1 claims and contentions alleged by Plaintiffs. Nevertheless, Defendant has concluded  
2 that it is desirable for the Action to be fully and finally settled as to it and the other  
3 Releasees on the terms and conditions set forth in the Settlement Agreement.  
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5 The Court has not ruled in favor of either side. Both sides agreed to the  
6 Settlement to ensure a resolution and avoid the cost and risk of further litigation.  
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8 **STATEMENT OF FEES AND EXPENSES INCURRED BY AN INDEPENDENT**  
9 **FIDUCIARY AND THE SETTLEMENT ADMINISTRATOR**

10 An Independent Fiduciary is evaluating the Settlement and will be asked to  
11 authorize the Settlement on behalf of the Plan. The fees and expenses incurred by the  
12 Independent Fiduciary (including fees and expenses incurred by consultants,  
13 attorneys, and other professionals retained or employed by the Independent  
14 Fiduciary) in the course of evaluating and authorizing the Settlement on behalf of the  
15 Plan, up to \$25,000, will be deducted from the Gross Settlement Amount.  
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17 A Settlement Administrator has been engaged to mail the notice to the  
18 Members of the Settlement Class, administer the Settlement and allocate the Net  
19 Settlement Amount among Members of the Settlement Class. The fees and expenses  
20 for the Settlement Administrator will be paid from the Gross Settlement Amount.  
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22 **STATEMENT OF ATTORNEY'S FEES AND EXPENSES AND PLAINTIFFS'**  
23 **CASE CONTRIBUTION AWARD SOUGHT IN THE ACTION**

24 Class Counsel will submit a fee petition to the Court in which they will ask the  
25 Court to award them attorneys' fees in an amount not to exceed 33% of the Gross  
26 Settlement Amount, plus reimbursement of out-of-pocket costs and expenses  
27 advanced by Class Counsel and reasonably incurred in prosecuting the Action. In  
28

1 addition, Class Counsel will request that the Court award a Case Contribution Award  
2 in the amount of \$7,500 to Plaintiff Robert Cevasco and in the amount of \$2,500 each  
3 to Plaintiffs Jack Jones, Patrick Jackson, and Paul Radvansky.  
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## 5 QUESTIONS AND ANSWERS 6

### 7 **1. Why did I receive a notice in the mail?**

8 You received this Notice because you or someone in your family is or may have been a  
9 participant in or a beneficiary of the Plan at some time between October 17, 2016 and  
10 January 6, 2025.

11 The Court ordered this notice to be sent to you because you have a right to know about  
12 the Settlement and all the options available to you regarding the Settlement before the  
13 Court decides whether to approve the Settlement. If the Court approves the Settlement,  
14 and after any objections and appeals are resolved, the Net Settlement Amount will be  
15 allocated among Members of the Settlement Class according to a Court-approved Plan of  
16 Allocation.

17 The Court in charge of this case is the United States District Court for the District of  
18 Nevada. The individuals who sued are called the “Plaintiffs,” and the parties they sued  
19 are called the “Defendant.” The legal action that is the subject of this notice and the  
20 Settlement is titled *Cevasco v. Allegiant Travel Company*, Case No. 2:22-cv-01741 (D.  
21 Nevada).

### 22 **2. What is the Action about?**

23 The Action claims that the Defendant was a fiduciary to the Plan and violated fiduciary  
24 duties of prudence under ERISA that it owed to the Plan’s participants and beneficiaries.  
25 Plaintiff alleges Defendant breached certain fiduciary duties by causing the Plan to incur  
26 higher administrative fees and expenses than reasonable and necessary. Plaintiffs also  
27 allege Defendant breached certain fiduciary duties by selecting and continuing to offer  
28 certain investment options to the Plan participants under the Plan’s investment lineups.  
In the Complaint, Plaintiffs have asserted causes of action for losses they contend were  
suffered by the Plan as the result of these alleged breaches of fiduciary duty by Defendant.

Defendant denies each and every allegation of wrongdoing made in the operative  
Complaint and contends that it has no liability in the Action. Defendant specifically  
denies the allegations that it breached any fiduciary duty or any other provisions of  
ERISA in connection with the administrative fees or expenses incurred by the Plan, or  
the investments in the Plan, and further deny that it in any way failed to act prudently or  
loyally to the Plan’s participants and beneficiaries.

1 **3. Why is this case a class action?**

2 In a class action, one or more plaintiffs called “Class Representatives” sue on behalf of a  
3 large number of people who have similar claims. All the individuals on whose behalf the  
4 Class Representatives are suing are “Class Members.” One court resolves the issues for  
5 all Class Members. In its order setting the Final Fairness Hearing, the Court preliminarily  
6 certified the Settlement Class in the Action.

7 The Class Representatives in this Action, Robert Cevasco, Jack Jones, Patrick Jackson,  
8 and Paul Radvansky, were participants in the Plan during the Class Period and are referred  
9 to as the “Plaintiffs.”

10 **4. Why is there a settlement?**

11 The Court has not reached any final decision in connection with Plaintiffs’ claims against  
12 the Defendant. Instead, Plaintiffs and Defendant have agreed to a Settlement. In reaching  
13 the Settlement, they have avoided the cost, risks, time, and disruption of prolonged  
14 litigation and trial.

15 Class Counsel believe that the Settlement is the best option for the Settlement Class  
16 Members, as described above in the section entitled “Statement of Potential Outcome of  
17 the Action.”

18 **5. How do I know whether I am part of the Settlement Class?**

19 The Court has conditionally certified that this Settlement shall proceed on behalf of  
20 everyone who fits the following description:

21 All persons who were participants in or beneficiaries of the  
22 Plan at any time during the Class Period.

23 The “Class Period” is defined as October 17, 2016 through January 6, 2025. A person  
24 was a participant in or beneficiary of the Plan during the Class Period if they had an  
25 account balance in the Plan during such period.

26 **THE SETTLEMENT BENEFITS**

27 **6. What does the Settlement provide?**

28 The Settlement provides that Defendant will pay \$1,700,000.00 (the “Gross Settlement  
Amount”) into an account at a financial institution identified by Class Counsel and/or the  
Settlement Administrator. The net amount of the Gross Settlement Amount, after payment  
of Court-approved attorneys’ fees and costs, Case Contribution Awards to Plaintiffs, and  
any expenses incurred administrating the Settlement, will be allocated to the Members of  
the Settlement Class according to a Plan of Allocation to be approved by the Court if and  
when the Court enters an order finally approving the Settlement.

1 **7. How much will my payment be?**

2 If you qualify, you will receive a *pro rata* share of the Net Settlement Amount. Class  
3 Counsel will file a detailed Plan of Allocation in advance of the Final Fairness Hearing.  
4 The Plan of Allocation will describe the manner in which the Net Settlement Amount will  
5 be distributed to Members of the Settlement Class. In general terms, the Plan of  
6 Allocation will provide that each Settlement Class Member’s share of the Net Settlement  
7 Amount will be calculated as follows:

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

11 B. The Settlement Administrator will sum the Average Account Balances for all  
12 Settlement Class Members.

13 C. The Settlement Administrator will then determine the total settlement payment  
14 available to each Settlement Class Member by calculating each such person’s pro-rata  
15 share of the Net Settlement Amount based on his or her Average Account Balance  
16 compared to the sum of the Average Account Balances for all Settlement Class Members.

17 D. If the dollar amount of the settlement payment to a Settlement Class Member  
18 is calculated by the Settlement Administrator to be less than \$10.00, then that Settlement  
19 Class Member’s payment or pro rata share shall be zero for all purposes.

20 E. The Settlement Administrator’s calculations regarding settlement payments will  
21 be final and binding under the Court-approved Plan of Allocation.

22 **8. How can I get a payment?**

23 If the Settlement is given final approval, you will **not** have to do anything to get a payment  
24 from the Settlement if you are entitled to one under the Plan of Allocation.

25 **9. When will I get my payment?**

26 The balance of the Net Settlement Amount will be allocated to Members of the Settlement  
27 Class pursuant to the Plan of Allocation after final approval has been obtained for the  
28 Settlement, including any appeals. Any appeal of the final approval may take a year or  
more. Please be patient.

**There will be no payments if the Settlement is terminated.**

The Settlement may be terminated on several grounds, which are described in the  
Settlement Agreement. In the event any of these conditions occur, there will be no  
Settlement payment made, and the litigation will resume.

**10. Can I opt out of the Settlement?**

1 No. In some class actions, class members have the opportunity to exclude themselves  
2 from the Settlement. This is sometimes referred to as “opting out” of the Settlement.  
3 Because of the legal issues involved in the Action, however, the class of participants  
4 affected by this Settlement has been preliminarily certified as a mandatory class. This  
5 means you cannot opt out of the benefits of the Settlement in order to pursue your own  
6 claims or for any other reason. **Therefore, you will be bound by any judgments or**  
7 **orders that are entered in this Action, and if the Settlement is approved, you will be**  
8 **deemed to have released Defendant from any and all claims that were or could have**  
9 **been asserted in this case on your behalf or on behalf of the Plan or that are**  
10 **otherwise included in the release in the Settlement, other than your right to obtain**  
11 **the relief provided to you, if any, by the Settlement.**

12 Although you cannot opt out of the Settlement, you can object to the Settlement and ask  
13 the Court not to approve the Settlement, as described below.

## 14 THE LAWYERS REPRESENTING YOU

### 15 **11. Do I have a lawyer in the Action?**

16 The Court has preliminarily designated Wenzel Fenton Cabassa, P.A., McKay Law, LLC,  
17 Edelson Lechtzin LLP and Kind Law, as Class Counsel for the Settlement Class. If you  
18 want to be represented by your own lawyer, you may hire one at your own expense.

### 19 **12. How will the lawyers be paid?**

20 Class Counsel will file a petition for an award of attorneys’ fees and expenses by March  
21 25, 2025, after which a copy will be posted on the settlement website  
22 *www.AllegiantERISASettlement.com*. This petition will be considered at the Final  
23 Fairness Hearing. Class Counsel have agreed to limit their application for an award of  
24 attorneys’ fees to not more than 33% of the Settlement Amount, plus out-of-pocket costs.

25 Plaintiffs will also request Case Contribution Awards from the Gross Settlement Amount  
26 to compensate them for the time and effort they spent assisting with the investigation and  
27 prosecution of the case. Class Counsel will request that the Court approve a case  
28 contribution award in the amount of \$7,500 for Plaintiff Robert Cevasco and in the  
amount of \$2,500 each for Plaintiffs Jack Jones, Patrick Jackson, and Paul Radvansky.

You have the right to object to this aspect of the Settlement even if you approve of the  
other aspects of the Settlement.

## 29 **OBJECTING TO THE SETTLEMENT OR THE ATTORNEYS’ FEES**

You can tell the Court that you do not agree with the Settlement or some part of it.

### 30 **13. How do I tell the Court that I object to the Settlement?**

If you are a Member of the Settlement Class, you can object to the Settlement if you

1 disagree with any part of it. You can give reasons why you think the Court should not  
 2 approve the Settlement. The Court will consider your views. To object, you must send a  
 3 letter or other written filing saying that you object to the Settlement. Be sure to include  
 4 the following case caption and notation: “*Cevasco v. Allegiant Travel Company*, Case  
 5 No. 2:22-cv-01741 (D. Nevada).” In addition, your objection must also include your  
 6 name, address, telephone number, signature, and the reasons why you object to the  
 7 Settlement. Any objection must be signed by the Settlement Class member even if an  
 8 attorney is retained by the Settlement Class member. **Mail the objection to each of the  
 addresses listed below, postmarked no later than April 9, 2025. You must mail your  
 objection by this date. If you fail to do so, the Court will not consider your objections.**  
 If you plan to speak at the Fairness Hearing, you must send a Notice of Intention to Appear  
 along with your objection, as described below:

<b>COURT CLERK</b> Lloyd D George Courthouse 333 Las Vegas Blvd. Las Vegas, NV 89101	<b>PLAINTIFFS’ COUNSEL</b> McKay Law, LLC 5635 N. Scottsdale Road, Suite 170 Scottsdale, Arizona 85250  Wenzel Fenton Cabassa, P.A. 1110 N. Florida Avenue, Suite 300 Tampa, Florida 33602	<b>DEFENDANT’S          COUNSEL</b> René E. Thorne Howard Shapiro Jackson Lewis P.C. 601 Poydras St. Suite 1400 New Orleans, LA 70130
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15 **THE COURT’S FAIRNESS HEARING**

16 The Court will hold a hearing to decide whether to approve the Settlement. You may  
 17 attend and you may ask to speak, but it is not necessary.

18 **14. When and where will the Court decide whether to approve the Settlement?**

19 The Court will hold a Final Fairness Hearing to decide whether to approve the Settlement  
 20 as fair, reasonable, and adequate. You may attend the Final Fairness Hearing, and you  
 21 may ask to speak, but you do not have to attend. The Court will hold the Final Fairness  
 22 Hearing on May 9, 2025 at 10:00 a.m. PST at the U.S. District Court Courthouse, 333  
 23 Las Vegas Blvd South, Las Vegas, Nevada 89101 Courtroom 6D. At that hearing, the  
 24 Court will consider whether the Settlement is fair, reasonable, and adequate. If there are  
 25 objections, the Court will consider them. After the Final Fairness Hearing, the Court will  
 decide whether to approve the Settlement. The Court will also rule on the motions for  
 attorney’s fees and expenses and the request for Plaintiffs’ Case Contribution Awards.

26 **15. Do I have to come to the hearing?**

27 No, but you are welcome to come at your own expense. If you send an objection, you do  
 28 not have to attend the Fairness Hearing and voice your objection in person. As long as

1 you mail your written objection on time, the Court will consider it when determining  
2 whether to approve the Settlement as fair, reasonable, and adequate. You also may pay  
3 your own lawyer to attend the Fairness Hearing, but attendance is not necessary.

4 **16. May I speak at the hearing?**

5 Only if you have previously filed an objection to the Settlement may you ask the Court  
6 for permission to speak at the Final Fairness Hearing. To do so, you must send a letter or  
7 other paper called a “Notice of Intention to Appear at Final Fairness Hearing,” in *Cevasco*  
8 *v. Allegiant Travel Company*, Case No. 2:22-cv-01741 (D. Nevada). Be sure to include  
9 your name, address, telephone number, and signature. Your Notice of Intention to Appear  
must be postmarked no later than April 24, 2025, and be sent to the Clerk of the Court,  
Class Counsel, and Defendant’s counsel at the addresses listed above.

10 **IF YOU DO NOTHING**

11 **17. What happens if I do nothing at all?**

12 If you do nothing and you are a Member of the Settlement Class and the Settlement is  
13 approved, you will participate in the Settlement of the Action as described in this notice.

14 **GETTING MORE INFORMATION**

15 **18. Are there more details about the Settlement?**

16 This notice summarizes the proposed Settlement. The complete Settlement is set forth in  
17 the Settlement of Class Action Settlement Agreement. You may obtain a copy of the  
18 Settlement Agreement on the settlement website,  
19 *www.ALLEGIANTERISASettlement.com*, or you may request one be mailed to you by  
20 contacting the Settlement Administrator at Allegiant ERISA Settlement Administrator,  
P.O. Box 23678, Jacksonville, FL, 32241, or email  
*info@ALLEGIANTERISASettlement.com* or call 800-501-9541.

21 **19. How do I get more information?**

22 Class Counsel may be reached at: Brandon J. Hill, Wenzel Fenton Cabassa, P.A., 1110  
23 N. Florida Avenue, Suite 300, Tampa, Florida 33602; telephone: (813) 224-0431, email:  
24 *bhill@wfclaw.com*; or Michael McKay, McKay Law, LLC, 5635 N. Scottsdale Road,  
25 Suite 170, Scottsdale, Arizona 85250, telephone: 480-681-7000; email:  
26 *mmckay@mckaylaw.us* or Eric Lechtzin, Edelson Lechtzin LLP, 411 S. State Street,  
27 Suite N-300, Newtown, PA 18940, telephone: 215-867-2399; email: *elechtzin@edelson-*  
28 *law.com*. Documents are also available at the office of the Clerk located at the U.S.  
District Court Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89101.