

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

CHARLES BRENDON and DANIEL  
CHECKMAN, Individually And On Behalf Of  
All Others Similarly Situated,

Case No. 2:18-cv-01758-APG-BNW

Plaintiffs,

v.

ALLEGiant TRAVEL COMPANY,  
MAURICE J. GALLAGHER, JR., SCOTT  
SHELDON, STEVEN E. HARFST, and JUDE  
I. BRICKER,

Defendants.

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This stipulation and agreement of settlement (“Stipulation”) is made and entered into by and between Lead Plaintiff Charles Brendon (“Brendon”) and Named Plaintiff Daniel Checkman (“Checkman”) (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below), on the one hand, and Allegiant Travel Company (“Allegiant” or “Company”), Maurice J. Gallagher, Jr. (“Gallagher”), Scott Sheldon (“Sheldon”), Steven E. Harfst (“Harfst”), and Jude I. Bricker (“Bricker”) (collectively, “Defendants” and, together with Plaintiffs, “Parties”), on the other hand.

**WHEREAS**

A. All words or terms used herein that are capitalized shall have the meaning ascribed to those words or terms set forth herein and in the section hereof entitled “Definitions.”

B. On April 24, 2018, Checkman filed a Class Action Complaint for Violation of the Federal Securities Laws in the United States District Court for the Central District of California (Dkt. No. 1).

C. On June 25, 2018, Brendon filed a motion to be appointed lead plaintiff and for The Rosen Law Firm, P.A. (“Rosen Law”) to be appointed lead counsel. (Dkt. No. 12). By Order dated July 16, 2018, Judge John F. Walter appointed Brendon as Lead Plaintiff. (Dkt. No. 51).

1 D. On September 11, 2018, Judge Walter granted (Dkt. No. 27) the Parties' stipulation  
2 and proposed order to transfer the action to the United States District Court for the District of  
3 Nevada (Dkt. No. 26).

4 E. On October 22, 2018, Plaintiffs filed the Amended Complaint for Violations of the  
5 Federal Securities Laws ("Complaint") (Dkt. No. 34), alleging violations of §§ 10(b) and 20(a) of  
6 the Securities Exchange Act of 1934 ("Exchange Act") and Rule 10b-5 promulgated thereunder by  
7 the U.S. Securities and Exchange Commission ("SEC") on behalf of a class of all purchasers of  
8 Allegiant securities between June 8, 2015 and May 9, 2018, both dates inclusive.

9 F. On December 7, 2018, Defendants moved to dismiss the Complaint, filed a request  
10 for judicial notice in support of their motion to dismiss, and moved to strike sections of the  
11 Complaint. (Dkt. Nos. 45-48). On January 22, 2019, Plaintiffs opposed Defendants' motion to  
12 dismiss and motion to strike, (Dkt. Nos. 51-52),<sup>1</sup> and their own request for judicial notice. (Dkt.  
13 No. 53). On February 21, 2018, Defendants filed their reply memorandum in further support of  
14 their motion to dismiss and their motion to strike as well as their opposition to Plaintiffs' request  
15 for judicial notice. (Dkt. Nos. 55-57). On February 28, 2019, Plaintiffs filed their reply in further  
16 support of their request for judicial notice. (Dkt. No. 58).

17 G. On September 9, 2019, the Court granted in part and denied in part Defendants'  
18 motion to dismiss, sustaining the Complaint against all Defendants but Harfst for whom the Court  
19 granted dismissal. (Dkt. No. 64). On September 10, 2019, the Court denied Defendants' motion to  
20 strike. (Dkt. No. 65).

21 H. While Defendants' motion to dismiss and motion to strike were pending, the Parties  
22 began settlement negotiations and ultimately agreed to this Settlement.

23 I. Plaintiffs, through Lead Counsel, thoroughly investigated the claims, defenses, and  
24 underlying events that are the subject of the Action. This process included reviewing and analyzing:  
25 (i) documents the Company filed publicly with the SEC; (ii) publicly available information,  
26 including press releases, news articles, and other public statements issued by or concerning the  
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28 <sup>1</sup> A Notice of Errata was filed on February 19, 2019 to update an error in a citation in Plaintiffs' opposition to the motion to dismiss.

1 Company and the Defendants; (iii) research reports issued by financial analysts concerning the  
2 Company; (iv) other publicly available information and data concerning the Company; and (v) the  
3 applicable law governing the claims and potential defenses. In addition to identifying former  
4 Allegiant employees and other persons with relevant knowledge and interviewing them, Lead  
5 Counsel consulted with experts on issues of market efficiency, damages, and loss causation.

6 J. Defendants have denied and continue to deny any wrongdoing or that they have  
7 committed any act or omission giving rise to any liability or violation of law, including the U.S.  
8 securities laws. Among other things, Defendants deny the allegations that they knowingly, or  
9 otherwise, made any material misstatements or omissions; that any member of the Class has  
10 suffered damages; that the prices of Allegiant securities were artificially inflated by reason of the  
11 alleged misrepresentations, omissions or otherwise; or that members of the Class were harmed by  
12 the conduct alleged in the Complaint. Defendants have denied and continue to deny each and every  
13 one of the Complaint's claims and/or potential claims based on the facts the Complaint alleges and  
14 maintain that they have meritorious defenses to all claims alleged in the Complaint.

15 K. This Stipulation, whether or not consummated, any proceedings relating to any  
16 settlement, or any of the terms of any settlement, whether or not consummated, shall in no event be  
17 construed as, or deemed to be evidence of, an admission or concession on the part of the  
18 Defendants, or any of them, with respect to any fact or matter alleged in the Action, or any claim  
19 of fault or liability or wrongdoing or damage whatsoever, or any infirmity in any claim or defense  
20 that has been or could have been asserted. Defendants are entering into this Settlement solely to  
21 eliminate the burden, expense, uncertainty, and distraction of further litigation.

22 L. Plaintiffs believe that the claims they assert in the Action have merit and that the  
23 evidence developed to date supports the claims asserted. Plaintiffs and Lead Counsel, however,  
24 recognize and acknowledge the expense and length of continued proceedings necessary to  
25 prosecute the Action through trial and appeals. Plaintiffs and Lead Counsel have also accounted for  
26 the uncertain outcome and the risk of any litigation, especially in complex actions such as the  
27 Action, as well as the difficulties and delays inherent in such litigation. Lead Counsel also are  
28 mindful of the inherent problems of proof and the possible defenses to the claims alleged in the

1 Action, including a loss causation defense. Based on their evaluation, Plaintiffs and Lead Counsel  
 2 believe that the Settlement set forth in this Stipulation confers substantial monetary benefits upon  
 3 the Settlement Class and is in the best interests of Plaintiffs and the Settlement Class.

4 **NOW THEREFORE**, without any concession by Plaintiffs that the Action lacks merit, and  
 5 without any concession by the Defendants of any liability or wrongdoing or lack of merit in their  
 6 defenses, it is hereby **STIPULATED AND AGREED**, by and among the Parties to this  
 7 Stipulation, through their respective attorneys, subject to approval by the Court pursuant to Rule  
 8 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the  
 9 Parties hereto, all Released Claims and all Released Defendants' Claims, as against all Released  
 10 Parties, shall be fully, finally, and forever compromised, settled, released, discharged, and  
 11 dismissed with prejudice, and without costs, upon and subject to the following terms and  
 12 conditions:

### 13 **DEFINITIONS**

14 As used in this Stipulation, the following terms shall have the meanings set forth below. In  
 15 the event of any inconsistency between any definition set forth below and any definition in any  
 16 other document related to the Settlement, the definition set forth below shall control.

17 1. "Action" means the securities class actions captioned *Brendon v. Allegiant Travel*  
 18 *Company, et al.*, No. 2:18-cv-01758-APG-PAL, pending in the United States District Court for the  
 19 District of Nevada before the Honorable Andrew P. Gordon.

20 2. "Alternative Judgment" means a form of final judgment that may be entered by the  
 21 Court but in a form other than the form of Judgment provided for in this Stipulation and where none  
 22 of the Parties hereto elects to terminate this Settlement by reason of such variance.

23 3. "Authorized Claimant" means a Settlement Class Member who timely submits a  
 24 valid Proof of Claim and Release form to the Claims Administrator that is accepted for payment by  
 25 the Court.

26 4. "Claims Administrator" means Strategic Claims Services, whom Lead Counsel will  
 27 retain to provide all Court-approved notices to Settlement Class Members, to process proofs of  
 28 claim, and generally to administer the Settlement.

1           5.       “Class Period” means the period from June 8, 2015 through May 9, 2018 both dates  
2 inclusive.

3           6.       “Defendants” means Allegiant Travel Company, Maurice J. Gallagher, Jr., Scott  
4 Sheldon, Steven E. Harfst, and Jude I. Bricker.

5           7.       “Defendants’ Counsel” means the law firm of Greenberg Traurig, LLP.

6           8.       “Distribution Order” means an order of the Court approving the Claims  
7 Administrator’s determinations concerning the acceptance and rejection of the claims submitted  
8 and approving any fees and expenses not previously paid, including the fees and expenses of the  
9 Claims Administrator, and, if the Effective Date has occurred, directing payment of the Net  
10 Settlement Fund to Authorized Claimants.

11          9.       “Effective Date” means the date upon which the Settlement shall have become  
12 effective, as set forth in ¶78 below.

13          10.      “Escrow Account” means an interest-bearing escrow account established by the  
14 Escrow Agent. The Escrow Account shall be managed by the Escrow Agent, subject to the Court’s  
15 supervisory authority, for the benefit of Plaintiffs and the Settlement Class in accordance with the  
16 terms of the Stipulation and any order of the Court.

17          11.      “Escrow Agent” means Strategic Claims Services or its appointed agents. The  
18 Escrow Agent shall perform the duties as set forth in this Stipulation and any order of the Court.

19          12.      “Fee and Expense Application” means Lead Counsel’s application, on behalf of  
20 Plaintiffs’ Counsel, for an award of attorneys’ fees and payment of litigation expenses incurred in  
21 prosecuting the case, including any expenses pursuant to 15 U.S.C. § 78u-4(a)(4) of the Private  
22 Securities Litigation Reform Act of 1995 (“PSLRA”).

23          13.      “Final,” with respect to a court order, including, but not limited to the Judgment or  
24 Alternative Judgment, means the later of: (i) if there is an appeal from a court order, the date of  
25 final affirmance on appeal and the expiration of the time for any further judicial review whether by  
26 appeal, reconsideration or a petition for a writ of certiorari and, if certiorari is granted, the date of  
27 final affirmance of the order following review pursuant to the grant; or (ii) the date of final dismissal  
28 of any appeal from the order or the final dismissal of any proceeding on certiorari to review the

1 order; or (iii) the expiration of the time for the filing or noticing of any appeal or petition for  
 2 certiorari from the order (or, if the date for taking an appeal or seeking review of the order shall be  
 3 extended beyond this time by order of the issuing court, by operation of law or otherwise, or if such  
 4 extension is requested, the date of expiration of any extension if any appeal or review is not sought),  
 5 without any such filing or noticing being made. Any appeal or proceeding seeking subsequent  
 6 judicial review pertaining solely to the Plan of Allocation of the Net Settlement Fund or to the  
 7 Court's award of attorneys' fees or expenses, however, shall not in any way delay or affect the time  
 8 set forth below for the Judgment or Alternative Judgment to become Final or otherwise preclude  
 9 the Judgment or Alternative Judgment from becoming Final. The finality shall not be conditioned  
 10 upon the resolution of: (i) claims, if any, brought by any governmental agency or regulator,  
 11 including, but not limited to, the United States Securities and Exchange Commission and the U.S.  
 12 Department of Justice; or (ii) the claims asserted in any other private civil action, including, but not  
 13 limited to, a shareholder derivative action.

14 14. "Individual Defendants" means Maurice J. Gallagher, Jr., Scott Sheldon, Steven E.  
 15 Harfst, and Jude I. Bricker.

16 15. "Judgment" means the proposed judgment or Alternative Judgment and order of  
 17 dismissal with prejudice to be entered by the Court upon approval of the Settlement, substantially  
 18 in the form attached hereto as Exhibit B.

19 16. "Lead Counsel" means The Rosen Law Firm, P.A.

20 17. "Lead Plaintiff" means Charles Brendon.

21 18. "Local Counsel" means Leverty & Associates Law, Chtd.

22 19. "Net Settlement Fund" means the Settlement Fund less: (i) Court-awarded  
 23 attorneys' fees and expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any  
 24 other fees or expenses approved by the Court.

25 20. "Notice" means collectively the Notice of Pendency of Class Action, Proposed  
 26 Settlement, and Motion for Attorneys' Fees and Expenses to be sent to Settlement Class Members  
 27 ("Long Notice"); the Summary Notice of Pendency of Class Action, Proposed Settlement, and  
 28 Motion for Attorneys' Fees and Expenses for publication ("Summary Notice"), and the Postcard

1 Notice, which, subject to approval of the Court, shall be substantially in the form attached hereto  
2 as Exhibits 1, 3, and 4, respectfully to Exhibit A hereto.

3 21. "Notice and Administration Expenses" means all costs, fees, and expenses incurred  
4 in connection with providing notice to the Settlement Class and the administration of the  
5 Settlement, including but not limited to: (i) providing notice of the proposed Settlement by mail,  
6 publication, and other means to Settlement Class Members; (ii) receiving and reviewing claims;  
7 (iii) applying the Plan of Allocation; (iv) communicating with Persons regarding the proposed  
8 Settlement and claims administration process; (v) distributing the proceeds of the Settlement; and  
9 (vi) fees related to the Escrow Account and investment of the Settlement Fund.

10 22. "Person(s)" means any individual, corporation (including all divisions and  
11 subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited  
12 liability company, professional corporation, estate, legal representative, trust, unincorporated  
13 association, government or any political subdivision or agency thereof, and any other business or  
14 legal entity and his, her or its heirs, predecessors, trustees, successors, representatives, or assignees.

15 23. "Plaintiffs' Counsel" means Lead Counsel and Local Counsel and all other legal  
16 counsel who, at the direction and under the supervision of Lead Counsel and/or Local Counsel,  
17 performed services on behalf of the Settlement Class in the Action.

18 24. "Plan of Allocation" means the proposed Plan of Allocation of Net Settlement Fund,  
19 which, subject to the approval of the Court, shall be substantially in the form described in the Long  
20 Notice.

21 25. "Preliminary Approval Order" means the proposed Order Granting Preliminary  
22 Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for  
23 Hearing on Final Approval of Settlement, which, subject to the approval of the Court, shall be  
24 substantially in the form attached hereto as Exhibit A.

25 26. "Proof of Claim" or "Claim Form" means the Proof of Claim and Release Form for  
26 submitting a claim, which, subject to approval of the Court, shall be substantially in the form  
27 attached as Exhibit 2 to Exhibit A hereto.

28 27. "Released Claims" means any and all claims, rights, demands, obligations, damages,

1 actions or causes of action, or liabilities whatsoever, of every nature and description, whether  
2 known or unknown, whether arising under federal, state, common or foreign law or regulation, that  
3 arise out of or relate in any way to the purchase or sale of Allegiant securities during the Settlement  
4 Class Period or the acts, facts, statements, or omissions that were or could have been alleged or  
5 asserted by Plaintiffs or any member of the Settlement Class in the Action or in any other action in  
6 any court or forum. Released Claims do not include derivative claims on behalf of Allegiant, except  
7 that Plaintiffs shall agree not to bring any derivative claims related to any acts, facts or wrongdoing  
8 alleged in the Action. Defendants will release Plaintiffs and their counsel for all claims arising from  
9 the Action.

10 28. “Released Defendant Parties” means Defendants, their present and former parents,  
11 subsidiaries, division, departments, affiliates, stockholders, officers, directors, partners, employees,  
12 contractors, auditors, principals, agents, attorneys, accountants, advisors, predecessors, successors,  
13 assigns, insurers, general or limited partners or partnerships, and limited liability companies; and  
14 the spouses, members of the immediate families, representatives, and heirs of any Released  
15 Defendant Parties who is an individual, as well as any trust of which any of the Released Defendant  
16 Parties is the settlor or which is for the benefit of any of their immediate family members..

17 29. “Released Defendants’ Claims” means all claims and causes of action of every  
18 nature and description, including both known claims and Unknown Claims (as defined below),  
19 whether arising under federal, state, common or foreign law, or any other law, that Defendants  
20 could have asserted against any of the Released Plaintiff Parties that arise out of or relate in any  
21 way to the institution, prosecution, or settlement of the claims in the Action, except for claims  
22 relating to the enforcement of the Settlement.

23 30. “Released Parties” means the Released Defendant Parties and the Released Plaintiff  
24 Parties.

25 31. “Released Plaintiff Parties” means each and every Settlement Class Member,  
26 Plaintiffs, Lead Counsel, Local Counsel, and each of their respective past or present trustees,  
27 officers, directors, partners, employees, contractors, auditors, principals, agents, attorneys,  
28 accountants, advisors, predecessors, successors, assigns, insurers, parents, divisions, subsidiaries,

1 general or limited partners or partnerships, and limited liability companies; and the spouses,  
2 members of the immediate families, representatives, and heirs of any Released Plaintiff Party who  
3 is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is  
4 for the benefit of any of their immediate family members. Released Plaintiff Parties does not  
5 include any Person who timely and validly seeks exclusion from the Settlement Class.

6 32. "Settlement" means the resolution of the Action in accordance with the terms and  
7 provisions of this Stipulation.

8 33. "Settlement Amount" means the total principal amount of four million U.S. dollars  
9 (\$4,000,000), in cash.

10 34. "Settlement Class" or "Settlement Class Member" means all persons and entities  
11 that purchased or acquired the publicly traded securities of Allegiant between June 8, 2015 and  
12 May 9, 2018, both dates inclusive. Excluded from the Class are Defendants, Allegiant's officers  
13 and directors, their immediate family members, and entities in which such excluded person hold a  
14 controlling interest. Also excluded from the Settlement Class will be any person who timely and  
15 validly seeks exclusion from the Settlement Class and persons with have no compensable damages.

16 35. "Settlement Fund" means the Settlement Amount and any interest earned thereon.

17 36. "Settlement Hearing" means the hearing to be held by the Court to determine  
18 whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved.

19 37. "Stipulation" means this Stipulation and Agreement of Settlement.

20 38. "Taxes" means all federal, state, or local taxes of any kind on any income earned by  
21 the Settlement Fund and the expenses and costs incurred in connection with the taxation of the  
22 Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of  
23 tax attorneys and accountants).

24 39. "Unknown Claims" mean any and all Released Claims that any Plaintiff or any  
25 member of the Settlement Class does not know or suspect to exist in his, her, or its favor at the time  
26 of the release of the Released Persons, which if known by him, her or it might have affected his,  
27 her or its settlement with and release of the Released Parties or might have affected his, her or its  
28 decision not to object to the Settlement or not exclude himself, herself or itself from the Settlement

Class. Plaintiffs and every member of the Settlement Class expressly waive, and by operation of the final judgment shall be deemed to have waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code § 1542 (to the extent applicable), and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to California Civil Code § 1542. Plaintiffs acknowledge, and every member of the Settlement Class by law and operation of the order and final judgment shall be deemed to have acknowledged, that the inclusion of "unknown claims" in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

#### **SCOPE AND EFFECT OF SETTLEMENT**

40. The obligations incurred pursuant to this Stipulation are: (a) subject to approval by the Court and the Judgment, or Alternative Judgment, reflecting such approval becoming Final; and (b) in full and final disposition of the Action with respect to the Released Parties and any and all Released Claims and Released Defendants' Claims.

41. For purposes of this Settlement only, the Parties agree to: (a) certification of the Action as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the Settlement Class; (b) the appointment of Plaintiffs as Class Representatives for the Settlement Class; and (c) the appointment of Lead Counsel as Class Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g).

42. Upon the Effective Date, Plaintiffs and each and every other Settlement Class Member (whether or not such Settlement Class Member receives the Notice, executes and delivers a valid Proof of Claim, or receives proceeds from the Settlement Fund), and the heirs, representatives, attorneys, affiliates, executors, trustees, administrators, predecessors, successors, and assigns of each of them, in their capacity as such, shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims against each and every one of the Released Parties.

43. Upon the Effective Date, Plaintiffs and each and every other Settlement Class

1 Member (whether or not such Settlement Class Member receives the Notice, executes and delivers  
 2 a valid Proof of Claim, or receives proceeds from the Settlement Fund), and the heirs,  
 3 representatives, attorneys, affiliates, executors, trustees, administrators, predecessors, successors,  
 4 and assigns of each of them, in their capacity as such, shall forever be barred and enjoined from the  
 5 assertion, institution, maintenance, prosecution, or enforcement of any and all Released Claims  
 6 against each and every one of the Released Defendant Parties, in any state or federal court or arbitral  
 7 forum, or in the court of any foreign jurisdiction, administrative forum or other forum of any kind,  
 8 either directly or indirectly, on their own behalf or on behalf of any class or other person.

9 44. Upon the Effective Date, Defendants, and the heirs, representatives, attorneys,  
 10 affiliates, executors, trustees, administrators, predecessors, successors, and assigns of each of them,  
 11 in their capacity as such, shall be deemed to have, and by operation of the Judgment or Alternative  
 12 Judgment shall have, fully, finally, and forever waived, released, discharged, and dismissed each  
 13 and every one of the Released Defendants' Claims against each and every one of the Released  
 14 Plaintiff Parties and shall forever be barred and enjoined from the assertion, institution,  
 15 maintenance, prosecution, or enforcement in any state or federal court or arbitral forum, or in the  
 16 court of any foreign jurisdiction, administrative forum or other forum of any kind, of any and all of  
 17 the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

#### 18 **THE SETTLEMENT CONSIDERATION**

19 45. Within fourteen (14) business days after the entry of the Preliminary Approval  
 20 Order, Lead Counsel shall provide Allegiant's counsel wiring instructions for the Settlement  
 21 Amount, the payee's Form W-9, and any other documents reasonably required by the Defendants  
 22 to process the payment of the Settlement Amount.

23 46. In full settlement of the claims asserted in the Action against Defendants and in  
 24 consideration of the releases specified above in ¶¶27-31, all of which the Parties agree are good  
 25 and valuable consideration, Defendants shall cause the Settlement Amount to be paid into the  
 26 Escrow Account within thirty (30) business days after the entry of the Preliminary Approval Order.

27 47. With the sole exception of Defendants' obligation to cause the payment of the  
 28 Settlement Amount into the Escrow Account as provided for in ¶ 45, Released Defendant Parties

1 shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act,  
 2 omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective  
 3 designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the  
 4 management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv)  
 5 the determination, administration, calculation, or payment of any claims asserted against the  
 6 Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi)  
 7 the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the  
 8 taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the  
 9 filing of any federal, state, or local returns.

10 48. Other than the obligation of Defendants to cause the payment of the Settlement  
 11 Amount pursuant to ¶ 45, Released Defendant Parties shall have no obligation to make any other  
 12 payments into the Escrow Account, to Plaintiffs, or to any other Settlement Class Member pursuant  
 13 to this Stipulation.

#### 14 **USE AND TAX TREATMENT OF SETTLEMENT FUND**

15 49. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay Notice and  
 16 Administration Expenses; (iii) to pay any attorneys' fees and expenses awarded by the Court; (iv)  
 17 to pay any costs and expenses allowed by the PSLRA and Awarded to Plaintiffs by the Court; (v)  
 18 to pay any other fees and expenses awarded by the Court; and (vi) to pay the claims of Authorized  
 19 Claimants.

20 50. The Net Settlement Fund shall be distributed to Authorized Claimants as provided  
 21 in ¶8 hereof. The Net Settlement Fund shall remain in the Escrow Account prior to the Effective  
 22 Date. All funds held in the Escrow Account, and all earnings thereon, shall be deemed to be in the  
 23 custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the  
 24 funds shall have been disbursed or returned, pursuant to the terms of this Stipulation, and/or further  
 25 order of the Court. The Escrow Agent shall invest funds in the Escrow Account in instruments  
 26 backed by the full faith and credit of the United States Government (or a mutual fund invested  
 27 solely in such instruments), or deposit some or all of the funds in non-interest-bearing transaction  
 28 account(s) that are fully insured by the Federal Deposit Insurance Corporation ("FDIC") in amounts

1 that are up to the limit of FDIC insurance. Released Defendant Parties shall have no responsibility  
 2 for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow  
 3 Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the  
 4 Settlement Fund.

5 51. After the Settlement Amount has been paid into the Escrow Account, the Parties  
 6 agree to treat the Settlement Fund as a “qualified settlement fund” within the meaning of Treas.  
 7 Reg. § 1.468B-1. In addition, Lead Counsel shall timely make, or cause to be made, such elections  
 8 as necessary or advisable to carry out the provisions of this paragraph 51, including the “relation-  
 9 back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such  
 10 election shall be made in compliance with the procedures and requirements contained in such  
 11 regulations. It shall be the responsibility of Lead Counsel to timely and properly prepare and  
 12 deliver, or cause to be prepared and delivered, the necessary documentation for signature by all  
 13 necessary parties, and thereafter take all such actions as may be necessary or appropriate to cause  
 14 the appropriate filing(s) to occur. Consistent with the foregoing:

15 a. For the purposes of Section 468B of the Internal Revenue Code of 1986, as  
 16 amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator”  
 17 shall be Lead Counsel or its successors, who shall timely and properly file, or cause  
 18 to be filed, all federal, state, or local tax returns and information returns (together,  
 19 “Tax Returns”) necessary or advisable with respect to the earnings on the funds  
 20 deposited in the Escrow Account (including without limitation the returns described  
 21 in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as well as the election described  
 22 above) shall be consistent with this subparagraph and in all events shall reflect that  
 23 all Taxes (including any estimated taxes, earnings, or penalties) on the income  
 24 earned on the funds deposited in the Escrow Account shall be paid out of such funds  
 25 as provided in subparagraphs (b) and (c) of this paragraph 51.

26 b. All Taxes shall be paid out of the Settlement Fund. In all events, Released  
 27 Defendant Parties shall have no liability or responsibility whatsoever for the Taxes  
 28 or the filing of any tax return or other document with the Internal Revenue Service

1 or any other state or local taxing authority. In the event any Taxes are owed by any  
 2 of the Defendants on any earnings on the funds on deposit in the Escrow Account,  
 3 such amounts shall also be paid out of the Settlement Fund. Any Taxes or Tax  
 4 expenses owed on any earnings on the Settlement Amount prior to its transfer to the  
 5 Escrow Account shall be the sole responsibility of the entities that make the deposit.

6 c. Taxes shall be treated as, and considered to be, a cost of administration of  
 7 the Settlement and shall be timely paid, or caused to be paid, by Lead Counsel out  
 8 of the Settlement Fund without prior order from the Court or approval by  
 9 Defendants, and Lead Counsel shall be obligated (notwithstanding anything herein  
 10 to the contrary) to withhold from distribution to Authorized Claimants any funds  
 11 necessary to pay such amounts (as well as any amounts that may be required to be  
 12 withheld under Treas. Reg. § 1.468B-2(l)(2)). The Parties agree to cooperate with  
 13 Lead Counsel, each other, and their tax attorneys and accountants to the extent  
 14 reasonably necessary to carry out the provisions of this paragraph 51.

15 52. This is not a claims-made settlement. As of the Effective Date, Defendants, and/or  
 16 any other Person funding the Settlement on a Defendant's behalf, shall not have any right to the  
 17 return of the Settlement Fund or any portion thereof for any reason.

#### 18 **ATTORNEYS' FEES AND EXPENSES**

19 53. Lead Counsel, on behalf of Plaintiffs' Counsel, will apply to the Court for an award  
 20 from the Settlement Fund of attorneys' fees and payment of litigation expenses incurred in  
 21 prosecuting the Action, including any earnings on such amounts at the same rate and for the same  
 22 periods as earned by the Settlement Fund. Defendants shall take no position with respect to the Fee  
 23 and Expense Application.

24 54. The amount of attorneys' fees and expenses awarded by the Court is within the sole  
 25 discretion of the Court. Any attorneys' fees and expenses awarded by the Court shall be paid from  
 26 the Settlement Fund to Lead Counsel immediately after entry of the order awarding such attorneys'  
 27 fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the  
 28 Settlement, or potential for appeal therefrom, or collateral attack on the Fee and Expense

1 Application, the Settlement, or any part thereof. Lead Counsel shall allocate any Court-awarded  
2 attorneys' fees and expenses among Plaintiffs' Counsel.

3 55. Any payment of attorneys' fees and expenses shall be subject to Lead Counsel's  
4 obligation to make refunds or repayments to the Settlement Fund of any paid amounts, plus accrued  
5 earnings at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated  
6 pursuant to the terms of this Stipulation or fails to become effective for any reason, or if, as a result  
7 of any appeal or further proceedings on remand or successful collateral attack, the award of  
8 attorneys' fees and/or expenses is reduced or reversed by Final non-appealable court order. Lead  
9 Counsel shall make the appropriate refund or repayment in full no later than twenty (20) business  
10 days after receiving notice of the termination of the Settlement pursuant to this Stipulation, notice  
11 from a court of appropriate jurisdiction of the disapproval of the Settlement by Final non-appealable  
12 court order, or notice of any reduction or reversal of the award of attorneys' fees and/or expenses  
13 by Final non-appealable court order.

14 56. With the sole exception of Defendants' obligation to pay the Settlement Amount  
15 into the Escrow Account as provided for in ¶ 45, the Released Defendant Parties shall have no  
16 responsibility for, and no liability whatsoever with respect to, any payment whatsoever to Plaintiffs'  
17 Counsel in the Action that may occur at any time.

18 57. The Released Defendant Parties shall have no responsibility for, and no liability  
19 whatsoever with respect to, any allocation of any attorneys' fees or expenses among Plaintiffs'  
20 Counsel in the Action, or to any other Person who may assert some claim thereto, or any fee or  
21 expense awards the Court may make in the Action.

22 58. The Released Defendant Parties shall have no responsibility for, and no liability  
23 whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of  
24 Settlement Class Members, whether or not paid from the Escrow Account. The Settlement Fund  
25 will be the sole source of payment from Defendants for any award of attorneys' fees and expenses  
26 ordered by the Court.

27 59. The procedure for and the allowance or disallowance by the Court of any Fee and  
28 Expense Application are not part of the Settlement set forth in this Stipulation, and are separate

1 from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set  
 2 forth in the Stipulation, and any order or proceeding relating to any Fee and Expense Application,  
 3 including an award of attorneys' fees or expenses in an amount less than the amount requested by  
 4 Lead Counsel, or any appeal from any order relating thereto or reversal or modification thereof,  
 5 shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment  
 6 or Alternative Judgment approving the Stipulation and the Settlement set forth herein, including,  
 7 but not limited to, the release, discharge, and relinquishment of the Released Claims against the  
 8 Released Defendant Parties, or any other orders entered pursuant to the Stipulation.

### 9 **ADMINISTRATION EXPENSES**

10 60. Except as otherwise provided herein, the Net Settlement Fund shall be held in the  
 11 Escrow Account until the Effective Date.

12 61. Prior to the Effective Date, without further approval from Defendants or further  
 13 order of the Court, Lead Counsel may expend up to \$200,000 (Two Hundred Thousand Dollars)  
 14 from the Settlement Fund to pay Notice and Administration Expenses. Any monies from the Notice  
 15 and Administration Expenses that remain after administration shall be returned to the Net  
 16 Settlement Fund. Notice and Administration Expenses in excess of \$200,000 shall not be paid out  
 17 of the Gross Settlement Fund until after the Effective Date. Taxes and fees related to the Escrow  
 18 Account and investment of the Settlement Fund may be paid as incurred, without further approval  
 19 of Defendants or further order of the Court. After the Effective Date, without approval of  
 20 Defendants or further order of the Court, Notice and Administration Expenses may be paid as  
 21 incurred.

### 22 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

23 62. Lead Counsel will apply to the Court for a Distribution Order, on notice to  
 24 Defendants' Counsel, approving the Claims Administrator's determinations concerning the  
 25 acceptance and rejection of the claims submitted herein, and, if the Effective Date has occurred,  
 26 directing the payment of the Net Settlement Fund to Authorized Claimants.

27 63. The Claims Administrator shall administer the Settlement under Lead Counsel's  
 28 supervision in accordance with the terms of this Stipulation and subject to the jurisdiction of the

1 Court. The Released Defendant Parties shall have no responsibility for (except as stated in ¶ 45  
 2 hereof), interest in, or liability whatsoever with respect to the administration of the Settlement or  
 3 the actions or decisions of the Claims Administrator and shall have no liability to the Settlement  
 4 Class in connection with such administration.

5 64. The Claims Administrator shall determine each Authorized Claimant's *pro rata*  
 6 share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Loss, as  
 7 defined in the Plan of Allocation included in the Long Notice, or in such other plan of allocation as  
 8 the Court may approve.

9 65. Defendants have no role in the development of, and will take no position with  
 10 respect to, the Plan of Allocation. The Plan of Allocation is a matter separate and apart from the  
 11 proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not  
 12 affect the validity or finality of the proposed Settlement. The Plan of Allocation is not a necessary  
 13 term of this Stipulation and it is not a condition of this Stipulation that any particular plan of  
 14 allocation be approved by the Court.. The Released Defendant Parties shall have no responsibility  
 15 or liability for reviewing or challenging claims, the allocation of the Net Settlement Fund, or the  
 16 distribution of the Net Settlement Fund.

17 66. If there is any balance remaining in the Net Settlement Fund (whether by reason of  
 18 tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial  
 19 distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, redistribute  
 20 such balance among Authorized Claimants who have cashed their checks and who would receive  
 21 at least \$10.00 from such redistribution.. Any balance that still remains in the Net Settlement Fund  
 22 after re-distribution(s), which is not feasible or economical to reallocate, after payment of Notice  
 23 and Administration Expenses, Taxes, and attorneys' fees and expenses, shall be contributed to non-  
 24 sectarian, not-for-profit charitable organization(s) serving the public interest, designated by  
 25 Plaintiffs and approved by the Court.

#### 26 **ADMINISTRATION OF THE SETTLEMENT**

27 67. Any Settlement Class Member who fails timely to submit a valid Proof of Claim  
 28 (substantially in the form of Exhibit A-2) will not be entitled to receive any of the proceeds from

1 the Net Settlement Fund, except as otherwise ordered by the Court, but will otherwise be bound by  
2 all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or  
3 Alternative Judgment to be entered in the Action and all releases provided for herein, and shall  
4 forever be barred and enjoined from the assertion, institution, maintenance, prosecution, or  
5 enforcement of any and all Released Claims against each and every one of the Released Defendant  
6 Parties.

7 68. Lead Counsel shall be responsible for supervising the administration of the  
8 Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Lead  
9 Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive  
10 what Lead Counsel deems to be de minimis or formal or technical defects in any Proof of Claim  
11 submitted. The Released Defendant Parties shall have no liability, obligation or responsibility for  
12 the administration of the Settlement, the allocation of the Net Settlement Fund, or the reviewing or  
13 challenging of claims of Settlement Class Members. Lead Counsel shall be solely responsible for  
14 designating the Claims Administrator, subject to approval by the Court.

15 69. For purposes of determining the extent, if any, to which a Settlement Class Member  
16 shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

17 a. Each Settlement Class Member shall be required to submit a Proof of Claim,  
18 substantially in the form attached hereto as Exhibit A-2 , supported by such  
19 documents as are designated therein, including proof of the claimant's loss, or such  
20 other documents or proof as the Claims Administrator or Lead Counsel, in their  
21 discretion, may deem acceptable;

22 b. All Proofs of Claim must be submitted by the date set by the Court in the  
23 Preliminary Approval Order and specified in the Notice, unless Lead Counsel  
24 extends the deadline, subject to the Court ultimately approving the distribution to  
25 Settlement Class members, or by Order of the Court. Any Settlement Class Member  
26 who fails to submit a Proof of Claim by such date shall be barred from receiving any  
27 distribution from the Net Settlement Fund or payment pursuant to this Stipulation  
28 (unless, by Order of the Court or the discretion of Lead Counsel, late-filed Proofs of

1 Claim are accepted), but shall in all other respects be bound by all of the terms of  
2 this Stipulation and the Settlement, including the terms of the Judgment or  
3 Alternative Judgment and all releases provided for herein, and shall forever be  
4 barred and enjoined from the assertion, institution, maintenance, prosecution, or  
5 enforcement of any and all Released Claims against each and every one of the  
6 Released Defendant Parties. Provided that it is received before the motion for the  
7 Distribution Order is filed, a Proof of Claim shall be deemed to be submitted when  
8 mailed, if received with a postmark on the envelope and if mailed by first-class or  
9 overnight U.S. Mail and addressed in accordance with the instructions thereon. If  
10 submitted electronically at [www.strategicclaims.net](http://www.strategicclaims.net) the Proof of Claim shall be  
11 deemed to have been submitted when actually received by the Claims  
12 Administrator;

13 c. Each Proof of Claim shall be submitted to and reviewed by the Claims  
14 Administrator, under the supervision of Lead Counsel, who shall determine in  
15 accordance with this Stipulation the extent, if any, to which each claim shall be  
16 allowed, subject to review by the Court;

17 d. Proofs of Claim that do not meet the submission requirements may be  
18 rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims  
19 Administrator shall communicate with the claimant in writing to give the claimant  
20 notice of the deficiency and the chance to remedy any curable deficiencies in the  
21 Proof of Claim submitted. The Claims Administrator, under supervision of Lead  
22 Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims  
23 the Claims Administrator proposes to reject in whole or in part for curable  
24 deficiencies, setting forth the reasons therefor, and shall indicate in such notice that  
25 the claimant whose claim is to be rejected has the right to a review by the Court if  
26 the claimant so desires and complies with the requirements of subparagraph (e)  
27 below;

28 e. If any claimant whose timely claim has been rejected in whole or in part for

1 curable deficiency desires to contest such rejection, the claimant must, within twenty  
2 (20) calendar days after the date of mailing of the notice required in subparagraph  
3 (d) above, or a lesser period of time if the claim was untimely, serve upon the Claims  
4 Administrator a notice and statement of reasons indicating the claimant's grounds  
5 for contesting the rejection along with any supporting documentation, and  
6 requesting a review thereof by the Court. If a dispute concerning a claim cannot be  
7 otherwise resolved, Lead Counsel shall thereafter present the request for review to  
8 the Court; and

9 f. The determinations of the Claims Administrator accepting or rejecting  
10 disputed claims shall be presented to the Court, on notice to Defendants' Counsel,  
11 for approval by the Court in the Distribution Order.

12 70. Each claimant who submits a Proof of Claim shall be deemed to have submitted to  
13 the jurisdiction of the Court with respect to the claimant's claim, including but not limited to, all  
14 releases provided for herein and in the Judgment or Alternative Judgment, and the claim will be  
15 subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that  
16 such investigation and discovery shall be limited to the claimant's status as a Settlement Class  
17 Member and the validity and amount of the claimant's claim. In connection with processing the  
18 Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement.

19 71. Payment pursuant to the Distribution Order shall be deemed final and conclusive  
20 against any and all Settlement Class Members. All Settlement Class Members whose claims are  
21 not approved by the Court shall be barred from participating in distributions from the Net  
22 Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the  
23 Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the Action  
24 and the releases provided for herein and therein, and shall forever be barred and enjoined from the  
25 assertion, institution, maintenance, prosecution, or enforcement of any and all Released Claims  
26 against each and every one of the Released Defendant Parties.

27 72. All proceedings with respect to the administration, processing and determination of  
28 claims described by this Stipulation and the determination of all controversies relating thereto,

1 including disputed questions of law and fact with respect to the validity of claims, shall be subject  
 2 to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment  
 3 or Alternative Judgment.

4 73. No Person shall have any claim of any kind against the Released Defendant Parties  
 5 with respect to the matters set forth in this section (i.e., ¶ 28) or any of its subsections, or otherwise  
 6 related in any way to the administration of the Settlement, including without limitation the  
 7 processing of claims and distributions.

8 74. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, or the Claims  
 9 Administrator, or other agent designated by Lead Counsel, based on the distributions made  
 10 substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of  
 11 Allocation, or further order(s) of the Court.

#### 12 **TERMS OF THE PRELIMINARY APPROVAL ORDER**

13 75. Concurrently with their application for preliminary approval by the Court of the  
 14 Settlement contemplated by this Stipulation and promptly upon execution of this Stipulation, Lead  
 15 Counsel shall apply to the Court for entry of the Preliminary Approval Order, which shall be  
 16 substantially in the form annexed hereto as Exhibit A, as soon as practical. The Preliminary  
 17 Approval Order will, *inter alia*, preliminarily approve the Settlement, set the date for the Settlement  
 18 Hearing, approve the form of notice, and prescribe the method for giving notice of the Settlement  
 19 to the Settlement Class.

20 76. Allegiant shall provide, or cause to be provided, to Lead Counsel or the Claims  
 21 Administrator, at no cost to Plaintiffs or the Settlement Class, within five (5) business days of entry  
 22 of the Preliminary Approval Order, a list in electronic searchable form, such as Excel, containing  
 23 the names and addresses of Persons who purchased or acquired Allegiant securities during the Class  
 24 Period, as identified in the records maintained by Allegiant's transfer agent. Plaintiffs' Counsel and  
 25 the Claims Administrator shall use such transfer records solely to effectuate this Settlement and  
 26 shall in all events keep the transfer records confidential and shall not distribute the transfer records  
 27 to anyone besides Plaintiffs' Counsel and the Claims Administrator.  
 28

**TERMS OF THE FINAL ORDER AND JUDGMENT**

77. If the Court approves the Settlement this Stipulation memorializes, Lead Counsel and Defendants' Counsel shall jointly request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit B.

**EFFECTIVE DATE OF THE SETTLEMENT**

78. The Effective Date of this Settlement shall be the first business day on which all of the following shall have occurred or been waived:

- a. entry of the Preliminary Approval Order, which shall be in all material respects substantially in the form set forth in Exhibit A annexed hereto;
- b. payment of the Settlement Amount into the Escrow Account;
- c. no Party has exercised its right to terminate the Settlement;
- d. approval by the Court of the Settlement, following notice to the Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and
- e. the Court enters a Judgment, substantially in the form set forth in Exhibit B annexed hereto, that becomes Final; or, if the Court enters an Alternative Judgment, the Alternative Judgment becomes Final.

**WAIVER OR TERMINATION**

79. Defendants and Plaintiffs shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice"), through counsel, to all other Parties hereto within twenty (20) calendar days of: (a) a Court order declining to (i) certify the Settlement Class; (ii) enter a preliminary approval order in any material respect; (iii) grant final approval to the Settlement in any material respect; (b) the Effective Date of the Settlement not otherwise occurring for any reason except for Defendants' failure to pay the Settlement Amount; or (c) any material term of the Settlement not being satisfied.

80. In addition to the foregoing, Allegiant shall also have the option to terminate the Settlement and render this Stipulation null and void as to all Parties if the aggregate number of

1 allegedly damaged publicly traded Allegiant securities purchased or acquired during the Class  
2 Period by Persons who would otherwise be entitled to participate as members of the Settlement  
3 Class, but who timely and validly request exclusion from the Settlement Class, exceeds the sum  
4 specified in a separate confidential Supplemental Agreement Regarding Requests for Exclusion  
5 between Lead Counsel and Defendants' Counsel ("Supplemental Agreement"). The Parties agree  
6 to maintain the confidentiality of the Supplemental Agreement, which shall not be filed with the  
7 Court unless ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed  
8 unless ordered by the Court. If a dispute arises as to its terms, the Parties shall submit such disputes  
9 to JAMS ADR for resolution first by mediation, and if unsuccessful, by arbitration. If submission  
10 of the Supplemental Agreement is required by Court order, the Parties will undertake to have the  
11 Termination Threshold submitted to the Court *in camera* or under seal. In the event of a termination  
12 of this Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null and  
13 void and of no further force and effect, except the provisions of ¶¶ 86-87 which shall continue to  
14 apply.

15 81. The Preliminary Approval Order, attached hereto as Exhibit A, shall provide that  
16 requests for exclusion shall be received no later than twenty-one (21) calendar days prior to the  
17 Settlement Hearing. Upon receiving any request for exclusion pursuant to the Notice, Lead Counsel  
18 shall promptly, and certainly no later than five (5) calendar days after receiving a request for  
19 exclusion or fifteen (15) calendar days prior to the Settlement Hearing, whichever is earlier, notify  
20 Defendants' Counsel of such request for exclusion and provide copies of such request for exclusion  
21 and any documentation accompanying it by email.

22 82. In addition to all of the rights and remedies that Plaintiffs have under the terms of  
23 this Stipulation, Plaintiffs shall also have the right to terminate the Settlement in the event that the  
24 Settlement Amount has not been paid in the time period provided for in ¶ 45, by providing written  
25 notice of the election to terminate to all other Parties and, thereafter, there is a failure to pay the  
26 Settlement Amount within fourteen (14) calendar days of such written notice.

27 83. If, before the Settlement becomes Final, any Defendant files for protection under  
28 the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is

1 appointed under Bankruptcy, or any similar law, and in the event of the entry of a final order of a  
 2 court of competent jurisdiction determining the transfer of money or any portion thereof to the  
 3 Settlement Fund by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent  
 4 transfer or similar transaction and any portion thereof is required to be returned, and such amount  
 5 is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the  
 6 Parties shall jointly move the Court to vacate and set aside the release given and the Judgment or  
 7 Alternative Judgment entered in favor of that Defendant and that Defendant and Plaintiffs and the  
 8 members of the Settlement Class shall be restored to their litigation positions immediately prior to  
 9 July 23, 2019. All releases and the Judgment or Alternative Judgment as to other Defendants shall  
 10 remain unaffected.

11 84. Allegiant warrants, as to itself and the payments made on its and its current and  
 12 former officers' behalves, that, at the time of such payment, it will not be insolvent, nor will  
 13 payment render it insolvent, within the meaning of and/or for the purposes of the United States  
 14 Bankruptcy Code, including Sections 101 and 547 thereof.

15 85. If an option to terminate this Stipulation and Settlement arises under any of ¶¶ 79-  
 16 83 above: (i) neither Defendants nor Plaintiffs (as the case may be) will be required for any reason  
 17 or under any circumstance to exercise that option; and (ii) any exercise of that option shall be made  
 18 in good faith, but in the sole and unfettered discretion of Defendants or Plaintiffs, as applicable.

19 86. With the exception of the provisions of ¶¶ 86-87 which shall continue to apply, in  
 20 the event the Settlement is terminated as set forth herein or cannot become effective for any reason,  
 21 then the Settlement shall be without prejudice, and none of its terms shall be effective or enforceable  
 22 except as specifically provided herein; the Parties shall be deemed to have reverted to their  
 23 respective litigation positions in the Action immediately prior to September 10, 2019; and, except  
 24 as specifically provided herein, the Parties shall proceed in all respects as if this Stipulation and  
 25 any related order had not been entered. In such event, this Stipulation, and any aspect of the  
 26 discussions or negotiations leading to this Stipulation shall not be admissible in this Action and  
 27 shall not be used against or to the prejudice of Defendants or against or to the prejudice of Plaintiffs,  
 28 in any court filing, deposition, at trial, or otherwise.

87. In the event the Settlement is terminated or fails to become effective for any reason, any portion of the Settlement Amount previously paid, together with any earnings thereon, less any Taxes paid or due, less Notice and Administration Expenses actually incurred and paid or payable from the Settlement Amount, shall be returned to the Person(s) that made the deposit(s) within ten (10) business days after written notification of such event in accordance with instructions provided by Defendants' Counsel to Lead Counsel. At the request of Defendants' Counsel, the Escrow Agent or its designees shall apply for any tax refund owed on the amounts in the Escrow Account and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to the Person(s) that made the deposits or as otherwise directed.

### **NO ADMISSION**

88. Except as set forth in ¶ 89 above, this Stipulation, whether or not consummated, and whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

- a. do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any allegation by Plaintiffs and the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to the Released Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any person or entity whatsoever;
- b. do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Plaintiffs, or any other member of the Settlement Class as evidence of any infirmity

1 in the claims of Plaintiffs, or the other members of the Settlement Class;

2 c. do not constitute, and shall not be offered or received against or to the  
3 prejudice of Defendants, Plaintiffs, any other member of the Settlement Class, or  
4 their respective counsel, as evidence of a presumption, concession, or admission  
5 with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing,  
6 or in any way referred to for any other reason against or to the prejudice of any of  
7 the Defendants, Plaintiffs, other members of the Settlement Class, or their respective  
8 counsel, in any other civil, criminal, or administrative action or proceeding, other  
9 than such proceedings as may be necessary to effectuate the provisions of this  
10 Stipulation;

11 d. do not constitute, and shall not be construed against Defendants, Plaintiffs,  
12 or any other member of the Settlement Class, as an admission or concession that the  
13 consideration to be given hereunder represents the amount that could be or would  
14 have been recovered after trial; and

15 e. do not constitute, and shall not be construed as or received in evidence as an  
16 admission, concession, or presumption against Plaintiffs, or any other member of  
17 the Settlement Class, that any of their claims are without merit or infirm or that  
18 damages recoverable under the Complaint would not have exceeded the Settlement  
19 Amount.

20 89. Notwithstanding ¶ 88 above, the Parties, and their respective counsel, may file this  
21 Stipulation and/or the Judgment or Alternative Judgment in any action that may be brought against  
22 them to support a defense or counterclaim based on principles of res judicata, collateral estoppel,  
23 release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction,  
24 or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to  
25 effectuate any liability protection granted them under any applicable insurance policy. The Parties  
26 may file this Stipulation and/or the Judgment or Alternative Judgment in any action that may be  
27 brought to enforce the terms of this Stipulation and/or the Judgment or Alternative Judgment. All  
28 Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the

1 Settlement.

2 **MISCELLANEOUS PROVISIONS**

3 90. The exhibits to the Stipulation (except any plan of allocation to the extent  
4 incorporated in those exhibits) and the Supplemental Agreement are material and integral parts  
5 hereof and are fully incorporated herein by this reference.

6 91. The Parties intend the Settlement to be the full, final, and complete resolution of all  
7 claims asserted or that could have been asserted by the Parties with respect to the Released Claims  
8 and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any forum that  
9 the Action was brought, prosecuted, or defended in bad faith or without a reasonable basis. The  
10 Parties and their respective counsel agree that each has complied fully with Rule 11 of the Federal  
11 Rules of Civil Procedure in connection with the maintenance, prosecution, defense, and settlement  
12 of the Action and shall not make any application for sanctions, pursuant to Rule 11 or other court  
13 rule or statute, with respect to any claim or defense in this Action. The Parties agree that the amount  
14 paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the  
15 Parties and their respective counsel and reflect a settlement that was reached voluntarily based upon  
16 adequate information and after consultation with experienced legal counsel.

17 92. This Stipulation, along with its exhibits and the Supplemental Agreement may not  
18 be modified or amended, nor may any of its provisions be waived, except by a writing signed by  
19 counsel for the Parties hereto, or their successors, that are materially and adversely affected by the  
20 modification, amendment, or waiver.

21 93. The headings herein are used for the purpose of convenience only and are not meant  
22 to have legal effect.

23 94. The administration and consummation of the Settlement as embodied in this  
24 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the  
25 purpose of entering orders providing for awards of attorneys' fees and any expenses, and  
26 implementing and enforcing the terms of this Stipulation.

27 95. The waiver by one Party of any breach of this Stipulation by any other Party shall  
28 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

1           96.     This Stipulation, its exhibits, and the Supplemental Agreement constitute the entire  
2 agreement among the Parties concerning the Settlement as against the Defendants, and no  
3 representation, warranty, or inducement has been made by any Party concerning this Stipulation  
4 and its exhibits other than those contained and memorialized in such documents.

5           97.     Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall  
6 be deemed to constitute a waiver of any applicable privilege or immunity, including, without  
7 limitation, attorney-client privilege, joint defense privilege, or work product protection.

8           98.     Without further order of the Court, the Parties may agree to reasonable extensions  
9 of time to carry out any of the provisions of this Stipulation.

10          99.     Pending final approval by the Court of the Stipulation and its attached exhibits, all  
11 proceedings in the Action shall remain stayed.

12          100.    All designations and agreements made, or orders entered during the course of the  
13 Action relating to the confidentiality of documents or information shall survive this Stipulation.

14          101.    This Stipulation may be executed in one or more counterparts. All executed  
15 counterparts and each of them shall be deemed to be one and the same instrument. Signatures sent  
16 by facsimile or via e-mail in pdf format shall be deemed originals.

17          102.    This Stipulation shall be binding upon, and inure to the benefit of, the successors  
18 and assigns of the Parties.

19          103.    The construction, interpretation, operation, effect, and validity of this Stipulation,  
20 and all documents necessary to effectuate it, shall be governed by the laws of the State of Nevada  
21 without regard to conflicts of laws, except to the extent that federal law requires that federal law  
22 govern.

23          104.    This Stipulation shall not be construed more strictly against one Party than another  
24 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of  
25 the Parties, it being recognized that it is the result of arm's-length negotiations among the Parties,  
26 and all Parties have contributed substantially and materially to the preparation of this Stipulation.

27          105.    All counsel and any other person executing this Stipulation and any of the exhibits  
28 hereto, or any related Settlement document, warrant and represent that they have the full authority

1 to do so, and that they have the authority to take appropriate action required or permitted to be taken  
2 pursuant to the Stipulation to effectuate its terms.

3 106. The Parties and their respective counsel agree to cooperate fully with one another in  
4 promptly applying for preliminary approval by the Court of the Settlement and for the scheduling  
5 of a hearing for consideration of Final approval of the Settlement and Plaintiffs' Counsel's Fee and  
6 Expense Application, and to agree promptly upon and execute all such other documentation as  
7 reasonably may be required to obtain Final approval by the Court of the Settlement.

8 107. If disputes arise regarding the settlement terms negotiated by the Parties, the Parties  
9 shall submit such disputes to JAMS ADR for resolution first by mediation, and if unsuccessful,  
10 then by arbitration. Allegiant shall be able to speak on behalf of all Defendants (including the  
11 Individual Defendants) insofar as determining that a dispute requiring resolution via JAMS ADR  
12 has occurred, without prejudice to any Individual Defendant's right to appear and be heard  
13 separately from Allegiant in any such dispute

14 108. Except as otherwise provided herein, each Party shall bear its own costs.

15 **IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be executed, by  
16 their duly authorized attorneys, as of 27<sup>th</sup> day of December 2019.

**THE ROSEN LAW FIRM, P.A.**

/s/ Jacob A. Goldberg  
JACOB A. GOLDBERG, ESQ.  
101 Greenwood Avenue, Suite 440  
Jenkintown, PA 19012

and

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# EXHIBIT A

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

CHARLES BRENDON and DANIEL  
CHECKMAN, Individually And On Behalf Of  
All Others Similarly Situated,

Case No. 2:18-cv-01758-APG-BNW

Plaintiffs,

v.

ALLEGiant TRAVEL COMPANY,  
MAURICE J. GALLAGHER, JR., SCOTT  
SHELDON, STEVEN E. HARFST, and JUDE  
I. BRICKER,

Defendants.

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**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Lead Plaintiffs Charles Brendon ("Brendon") and Named Plaintiff Daniel Checkman ("Checkman") (collectively, "Plaintiffs"), on behalf of themselves and the Settlement Class (defined below), on the one hand, and Allegiant Travel Company ("Allegiant" or the "Company"), Maurice J. Gallagher, Jr. ("Gallagher"), Scott Sheldon ("Sheldon"), Steven E. Harfst ("Harfst"), and Jude I. Bricker ("Bricker") (collectively, "Defendants"), have entered into the Stipulation and Agreement of Settlement, dated December 27, 2019 (the "Settlement Stipulation"), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the class action pending before the Court entitled, *Brendon v. Allegiant Travel Company, et al.*, No. 2:18-cv-01758- APG-BNW (D. Nev.) (the "Action"); and the Court having read and considered the Settlement Stipulation and the exhibits thereto and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order; and the Settling Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, that:

1           1.       Capitalized terms used herein have the meanings defined in the Settlement  
2       Stipulation.

3           2.       Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for  
4       the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action on  
5       behalf of all persons and entities that purchased or acquired the publicly traded securities of  
6       Allegiant between June 8, 2015 and May 9, 2018, both dates inclusive. Excluded from the Class  
7       are Defendants, Allegiant's officers and directors, their immediate family members, and entities in  
8       which such excluded person hold a controlling interest. Also excluded from the Settlement Class  
9       are those persons who file valid and timely requests for exclusion in accordance with this  
10      Preliminary Approval Order and persons with have no compensable damages.

11          3.       This Court finds, preliminarily and for purposes of this Settlement only, that the  
12      prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure  
13      have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder  
14      of all members of the Settlement Class is impracticable; (b) there are questions of law and fact  
15      common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the  
16      Settlement Class they seek to represent; (d) Plaintiffs fairly and adequately represent the interests  
17      of the Settlement Class; (e) questions of law and fact common to the Settlement Class predominate  
18      over any questions affecting only individual members of the Settlement Class; and (f) a class action  
19      is superior to other available methods for the fair and efficient adjudication of the Action.

20          4.       Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for  
21      the purposes of this Settlement only, Plaintiffs are certified as the class representatives on behalf of  
22      the Settlement Class ("Class Representatives") and Lead Counsel, previously selected by Plaintiffs  
23      and appointed by the Court, are hereby appointed as Lead Counsel for the Settlement Class ("Class  
24      Counsel").

25          5.       The Court finds that (a) the Settlement Stipulation resulted from good faith, arm's  
26      length negotiations, and (b) the Settlement Stipulation is sufficiently fair, reasonable and adequate  
27      to the Settlement Class Members to warrant providing notice of the Settlement to Settlement Class  
28      Members and holding a Settlement Hearing.

1           6.       The Court hereby preliminarily approves the Settlement, subject to further  
2 consideration at a hearing (the "Settlement Hearing") pursuant to Federal Rule of Civil Procedure  
3 23(e), which is hereby scheduled to be held before the Court on \_\_\_\_\_ 2020 at \_\_:\_\_\_\_  
4 \_\_.m. for the following purposes:

5           (a)     to determine finally whether the applicable prerequisites for class action treatment  
6 under Federal Rules of Civil Procedure 23(a) and (b) are satisfied;

7           (b)     to determine finally whether the Settlement is fair, reasonable, and adequate, and  
8 should be approved by the Court;

9           (c)     to determine finally whether the Order and Final Judgment as provided under the  
10 Settlement Stipulation should be entered, dismissing the Action on the merits and with prejudice,  
11 and to determine whether the release by the Releasing Parties of the Released Claims against the  
12 Released Parties, as set forth in the Settlement Stipulation, should be ordered, along with a  
13 permanent injunction barring efforts to prosecute or attempt to prosecute any Released Claims  
14 extinguished by the release against any of the Released Parties, as also set forth in the Settlement  
15 Stipulation;

16          (d)     to determine finally whether the proposed Plan of Allocation for the distribution of  
17 the Net Settlement Fund is fair and reasonable and should be approved by the Court;

18          (e)     to consider the application of Class Counsel for an award of attorneys' fees with  
19 interest and expenses and an award to the Class Representatives;

20          (f)     to consider Settlement Class Members' objections to the Settlement, if any, whether  
21 submitted previously in writing or presented orally at the Settlement Hearing by Settlement Class  
22 Members (or by counsel on their behalf) provided that they gave proper notice that they intend to  
23 appear at the Settlement Hearing; and

24          (g)     to rule upon such other matters as the Court may deem appropriate.

25       7.       The Court reserves the right to adjourn the Settlement Hearing to a later date and to  
26 approve the Settlement without modification, or with such modifications as may be agreed to by  
27 the Settling Parties, and with or without further notice of any kind. The Court further reserves the  
28 right to enter its Order and Final Judgment approving the Settlement and dismissing the Action, on

1 the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or  
2 awarded attorneys' fees and expenses.

3 8. The Court approves the form, substance and requirements of (a) the Notice of  
4 Pendency and Proposed Settlement of Class ("Long Notice"), (b) the Summary Notice of Pendency  
5 and Proposed Class Action Settlement ("Summary Notice"), (c) the Proof of Claim and Release  
6 Form ("Claim Form"); and (d) the Postcard Notice, all of which are exhibits to the Settlement  
7 Stipulation.

8 9. Class Counsel have the authority to enter into the Settlement on behalf of the  
9 Settlement Class and have the authority to act on behalf of the Settlement Class with respect to all  
10 acts or consents required by or that may be given pursuant to the Settlement Stipulation or such  
11 other acts that are reasonably necessary to consummate the Settlement.

12 10. For settlement purposes only, Strategic Claims Services ("SCS") is appointed and  
13 approved as the Claims Administrator to supervise and administer the notice procedure as well as  
14 the processing of claims.

15 11. Class Counsel, through the Claims Administrator, shall cause the Postcard Notice  
16 substantially in the forms annexed to the Settlement Stipulation, to be mailed, by first class mail,  
17 postage prepaid, within sixteen (16) calendar days of the entry of this Order, to all Settlement Class  
18 Members who can be identified with reasonable effort by Class Counsel, through the Claims  
19 Administrator.

20 12. The Escrow Agent may, at any time after entry of this Order and without further  
21 approval from Defendants or the Court, disburse at the direction of Class Counsel up to \$200,000  
22 (Two Hundred Thousand Dollars) from the Settlement Fund prior to the Effective Date to pay  
23 Administrative Costs.

24 13. No later than five (5) business days after the date of this Order, the Company shall  
25 provide and/or cause its transfer agent to provide to Class Counsel a list of the record owners of  
26 Allegiant securities during the Settlement Class Period in a usable electronic format, such as an  
27 Excel spreadsheet containing the names and addresses of Settlement Class Members. This  
28 information will be kept confidential and not used for any purpose other than to provide the notice

1 contemplated by this Order.

2       14. Class Counsel, through the Claims Administrator, shall make all reasonable efforts  
3 to give notice to nominees or custodians who held Allegiant securities during the Settlement Class  
4 Period as record owners but not as beneficial owners. Such nominees or custodians shall, within  
5 ten (10) calendar days of receipt of the Postcard Notice, either: (i) request additional copies of the  
6 Postcard Notice sufficient to send the Postcard Notice to all beneficial owners for whom they are  
7 nominee or custodian, and within ten (10) calendar days after receipt thereof send copies to such  
8 beneficial owners; or (ii) provide the Claims Administrator with lists of the names, last known  
9 addresses and email addresses (to the extent known) of such beneficial owners, in which event the  
10 Claims Administrator shall promptly deliver the Postcard Notice to such beneficial owners.  
11 Nominees or custodians who elect to send the Postcard Notice to their beneficial owners shall send  
12 a written certification to the Claims Administrator confirming that the mailing has been made as  
13 directed. Additional copies of the Postcard Notice shall be made available to any nominee or  
14 custodian requesting same for the purpose of distribution to beneficial owners. The Claims  
15 Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund  
16 solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners,  
17 up to a maximum of \$0.05 plus postage at the pre-sort rate used by the Claims Administrator per  
18 Postcard Notice actually mailed or \$0.05 per name and address provided to the Claims  
19 Administrator, which expenses would not have been incurred except for the sending of such notice,  
20 and subject to further order of this Court with respect to any dispute concerning such  
21 reimbursement.

22       15. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing,  
23 serve upon counsel for Defendants and file with the Court proof of the mailing of the Postcard  
24 Notice as required by this Order.

25       16. Class Counsel, through the Claims Administrator, shall cause the Settlement  
26 Stipulation and its exhibits, this Order, and a copy of the Notice to be posted on the Claims  
27 Administrator's website within sixteen (16) calendar days after entry of this Order.

28       17. Class Counsel, through the Claims Administrator, shall cause the Summary Notice

1 to be published electronically once on the *GlobeNewswire* and in print once in the *Investor's*  
2 *Business Daily* within sixteen (16) calendar days after the entry of this Order. Class Counsel shall,  
3 at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for Defendants  
4 and file with the Court proof of publication of the Summary Notice.

5 18. The forms and methods set forth herein of notifying the Settlement Class Members  
6 of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the  
7 Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-  
8 4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best  
9 notice practicable under the circumstances; and constitute due and sufficient notice to all persons  
10 and entities entitled thereto. No Settlement Class Member will be relieved from the terms and  
11 conditions of the Settlement, including the releases provided for therein, based upon the contention  
12 or proof that such Settlement Class Member failed to receive actual or adequate notice.

13 19. In order to be entitled to participate in recovery from the Net Settlement Fund after  
14 the Effective Date, each Settlement Class Member shall take the following action and be subject to  
15 the following conditions:

16 (a) A properly completed and executed Claim Form must be submitted to the Claims  
17 Administrator: (a) electronically through the Claims Administrator's website,  
18 [www.strategicclaims.net](http://www.strategicclaims.net) by 11:59 p.m. EST on \_\_\_\_\_, 2020; or (b) at the Post Office  
19 Box indicated in the Notice, postmarked no later than \_\_\_\_\_, 2020 (forty-four (44)  
20 calendar days prior to the Settlement Hearing). Such deadline may be further extended by Order of  
21 the Court. Each Proof of Claim and Release Form shall be deemed to have been submitted when:  
22 (a) the claim receives a confirmation notice from Strategic Claims Services for electronic  
23 submissions; or (b) legibly postmarked (if properly addressed and mailed by first class mail)  
24 provided such Proof of Claim and Release Form is actually received before the filing of a motion  
25 for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim  
26 and Release Form submitted in any other manner shall be deemed to have been submitted when it  
27 was actually received by the Claims Administrator at the address designated in the Notice.

28 (b) The Claim Form submitted by each Settlement Class Member must satisfy the

1 following conditions: (i) it must be properly completed, signed and submitted in a timely manner  
2 in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by  
3 adequate supporting documentation for the transactions reported therein, in the form of broker  
4 confirmation slips, broker account statements, an authorized statement from the broker containing  
5 the transactional information found in a broker confirmation slip, or such other documentation as  
6 is deemed adequate by the Claims Administrator or Class Counsel; (iii) if the person executing the  
7 Claim Form is acting in a representative capacity, a certification of his current authority to act on  
8 behalf of the Settlement Class Member must be provided with the Claim Form; and (iv) the Claim  
9 Form must be complete and contain no material deletions or modifications of any of the printed  
10 matter contained therein and must be signed under penalty of perjury.

11 (c) Once the Claims Administrator has considered a timely submitted Claim Form, it  
12 shall determine whether such claim is valid, deficient or rejected. For each claim determined to be  
13 either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter  
14 as appropriate, describing the basis on which the claim was so determined. Persons who timely  
15 submit a Claim Form that is deficient or otherwise rejected shall be afforded a reasonable time (at  
16 least ten (10) calendar days) to cure such deficiency if it shall appear that such deficiency may be  
17 cured. If any Claimant whose claim has been rejected in whole or in part wishes to contest such  
18 rejection, the Claimant must, within ten (10) calendar days after the date of mailing of the notice,  
19 serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's  
20 ground for contesting the rejection along with any supporting documentation, and requesting a  
21 review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class  
22 Counsel shall thereafter present the request for review to the Court.

23 (d) As part of the Claim Form, each Settlement Class Member shall submit to the  
24 jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date,  
25 release all claims as provided in the Settlement Stipulation. No discovery shall be allowed on the  
26 merits of the Action or the Settlement in connection with processing of the Claim Form, nor shall  
27 any discovery from or of Defendants be allowed on any topic.

28 20. All Settlement Class Members who do not submit valid and timely Claim Form will

1 be forever barred from receiving any payments from the Net Settlement Fund, but will in all other  
2 respects be subject to and bound by the provisions of the Settlement Stipulation and the Order and  
3 Final Judgment, if entered

4 21. Settlement Class Members shall be bound by all determinations and judgments in  
5 this Action whether favorable or unfavorable, unless such Persons request exclusion from the  
6 Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class  
7 Member wishing to make such request for exclusion shall mail it, in written form, by first class  
8 mail, postage prepaid, or otherwise deliver it, so that it is received no later than \_\_\_\_\_,  
9 2020 (twenty-one (21) calendar days prior to the Settlement Hearing) (the “Exclusion Deadline”),  
10 to the addresses listed in the Notice. In order to be valid, such request for exclusion (A) must clearly  
11 indicate the name and address and phone number and e-mail contact information (if any) of the  
12 Person seeking exclusion, and state that the sender specifically “requests to be excluded from the  
13 Settlement Class in *Brendon v. Allegiant Travel Company, et al.*, No. 2:18-cv-01758-APG-PAL  
14 (D. Nev.) and (B) state the date, number of shares and dollar amount of each Allegiant securities  
15 purchased or acquired during the Settlement Class Period, and any sale transactions as well as the  
16 number of shares of Allegiant securities held by the Person as of June 8, 2015 through May 9, 2018.  
17 In order to be valid, such request for exclusion must be submitted with documentary proof: (i) of  
18 each purchase or acquisition and, if applicable, sale transaction of Allegiant securities during the  
19 Settlement Class Period; and (ii) demonstrating the Person’s status as a beneficial owner of the  
20 Allegiant securities. Any such request for exclusion must be signed and submitted by the beneficial  
21 owner under penalty of perjury. The request for exclusion shall not be effective unless it provides  
22 the required information, is legible, and is made within the time stated above, or the exclusion is  
23 otherwise accepted by the Court. Class Counsel may contact any Person filing a request for  
24 exclusion, or their attorney if one is designated, to discuss the exclusion.

25 22. The Claims Administrator shall provide all requests for exclusion and supporting  
26 documentation submitted therewith (including untimely requests and revocations of requests) to  
27 counsel for the Settling Parties as soon as possible and no later than the Exclusion Deadline or upon  
28 the receipt thereof (if later than the Exclusion Deadline). The Settlement Class will not include any

1 Person who delivers a valid and timely request for exclusion.

2 23. Any Person that submits a request for exclusion may thereafter submit to the Claims  
3 Administrator a written revocation of that request for exclusion, provided that it is received no later  
4 than two (2) Business Days before the Settlement Hearing, in which event that Person will be  
5 included in the Settlement Class.

6 24. All Persons who submit a valid, timely and unrevoked request for exclusion will be  
7 forever barred from receiving any payments from the Net Settlement Fund.

8 25. The Court will consider comments and/or objections to the Settlement, the Plan of  
9 Allocation, or the Fee and Expense Application, provided, however, that no Settlement Class  
10 Member or other Person shall be heard or entitled to contest the approval of the terms and conditions  
11 of the proposed Settlement or, if approved, the Order and Final Judgment, or any other order  
12 relating thereto, unless that Person has served copies of any objections, papers and briefs to each  
13 of the following counsel at least twenty-one (21) calendar days prior to the Settlement Hearing

14 Date:

15 LEAD COUNSEL:

16 THE ROSEN LAW FIRM, P.A.  
17 Jacob A. Goldberg  
18 101 Greenwood Avenue, Suite 440  
Jenkintown, PA 19012

COUNSEL FOR DEFENDANTS:

GREENBERG TRAURIG, LLP  
Daniel J. Tyukody  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067

19 and that Person has (at least twenty-one (21) calendar days prior to the Settlement Hearing  
20 date) filed said objections, papers and briefs, showing due proof of service upon counsel identified  
21 above, with the Clerk of the Court, U.S. District Court, District of Nevada, 333 South Las Vegas  
22 Boulevard, Las Vegas, NV 89101. To be valid, any such objection must contain the Settlement  
23 Class Member's: (1) name, address, and telephone number; (2) a list of all purchases and sales of  
24 Allegiant securities during the Settlement Class Period in order to show membership in the  
25 Settlement Class; (3) all grounds for the objection, including any legal support known to the  
26 Settlement Class Member and/or his, her, or its counsel; (4) the name, address and telephone  
27 number of all counsel who represent the Settlement Class Member, including former or current  
28

1 counsel who may be entitled to compensation in connection with the objection; and (5) the number  
2 of times the Settlement Class Member and/or his, her, or its counsel has filed an objection to a class  
3 action settlement in the last five years, the nature of each such objection in each case, the  
4 jurisdiction in each case, and the name of the issuer of the security or seller of the product or service  
5 at issue in each case. Attendance at the Settlement Hearing is not necessary but Persons wishing to  
6 be heard orally in opposition to the approval of the Settlement Stipulation, the Plan of Allocation,  
7 and/or the Fee and Expense Application are required to indicate in their written objection (or in a  
8 separate writing that is submitted in accordance with the deadline and after instruction pertinent to  
9 the submission of a written objection) that they intend to appear at the Settlement Hearing and  
10 identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at  
11 the Settlement Hearing. Settlement Class Members do not need to appear at the Settlement Hearing  
12 or take any other action to indicate their approval.

13         26. Any Settlement Class Member who does not object in the manner prescribed above  
14 shall be deemed to have waived all such objections and shall forever be foreclosed from making  
15 any objection to the fairness, adequacy or reasonableness of the Settlement, the Order and Final  
16 Judgment to be entered approving the Settlement, the Plan of Allocation, and/or the Fee and  
17 Expense Application, unless otherwise ordered by the Court; shall be bound by all the terms and  
18 provisions of the Settlement Stipulation and by all proceedings, orders and judgments in the Action;  
19 and shall also be foreclosed from appealing from any judgment or order entered in this Action.

20         27. The Court reserves the right to adjourn the Settlement Hearing without any further  
21 notice other than entry of an Order on the Court's docket, and to approve the Settlement without  
22 further notice to the Settlement Class.

23         28. All papers in support of the Settlement, the Plan of Allocation and/or the Fee and  
24 Expense Application shall be filed and served no later than twenty-eight (28) calendar days before  
25 the Settlement Hearing.

26         29. Any submissions filed in response to any objections or in further support of the  
27 Settlement, the Plan of Allocation and/or the Fee and Expense Application shall be filed no later  
28 than seven (7) calendar days prior to the Settlement Hearing.

1           30. Defendants, their counsel, their Insurers and other Released Defendant Parties shall  
2 have no responsibility for, or liability with respect to, the Plan of Allocation or any application for  
3 attorneys' fees and interest, or expenses or payments to the Class Representatives submitted by  
4 Class Counsel, and such matters will be considered separately from the fairness, reasonableness,  
5 and adequacy of the Settlement.

6           31. Pending final determination of whether the Settlement should be approved, all  
7 Releasing Parties shall be enjoined from commencing, prosecuting, or attempting to prosecute any  
8 Released Claims against any Released Party in any court or tribunal or proceeding. Unless and until  
9 the Settlement Stipulation is cancelled and terminated pursuant to the Settlement Stipulation, all  
10 proceedings in the Action, other than such proceedings as may be necessary to carry out the terms  
11 and conditions of the Settlement Stipulation, are hereby stayed and suspended until further order  
12 of the Court.

13           32. All funds held by the Escrow Agent shall be deemed and considered to be in the  
14 custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as  
15 such funds shall be distributed or returned pursuant to the Settlement Stipulation and Plan of  
16 Allocation and/or further order(s) of the Court.

17           33. Neither the Settlement Stipulation, nor any of its terms or provision, nor any of the  
18 negotiations or proceedings connected with it, shall be construed as an admission or concession by  
19 Defendants, their counsel, their Insurers or any of the other Released Parties of the truth of any of  
20 the allegations in the Action, or of any liability, fault, or wrongdoing or any kind and shall not be  
21 construed as, or deemed to be evidence of or an admission or concession that Class Representatives  
22 or any Settlement Class Members have suffered any damages, harm, or loss. Further, neither the  
23 Settlement Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings  
24 connected with it, nor this Order shall be construed as an admission or concession by the Class  
25 Representative of the validity of any factual or legal defense or of the infirmity of any of the claims  
26 or facts alleged in this Action.

27           34. In the event the Settlement is not consummated in accordance with the terms of the  
28 Settlement Stipulation, then the Settlement Stipulation and this Order (including any amendment(s))

1 thereof, and except as expressly provided in the Settlement Stipulation or by order of the Court)  
2 shall be null and void, of no further force or effect, and without prejudice to any Settling Party, and  
3 may not be introduced as evidence or used in any action or proceeding by any Person against the  
4 Settling Parties or the Released Parties, and each Settling Party shall be restored to his, her or its  
5 respective litigation positions as they existed prior to [date], pursuant to the terms of the Settlement  
6 Stipulation.

7 35. The Court reserves the right to alter the time or the date of the Settlement Hearing  
8 without further notice to the Class Members, provided that the time or the date of the Settlement  
9 Hearing shall not be set at a time or date earlier than the time and date set forth in ¶ 6 above. The  
10 Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or  
11 relating to, the Settlement Stipulation, including by way of illustration and not limitation, any  
12 dispute concerning any Claim Form submitted and any future requests by one or more of the Parties  
13 that the Order and Final Judgment, the releases and/or the permanent injunction set forth in the  
14 Settlement Stipulation be enforced.

15  
16  
17 Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
HON. ANDREW P. GORDON  
UNITED STATES DISTRICT JUDGE

# EXHIBIT A-1

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

CHARLES BRENDON and DANIEL  
CHECKMAN, Individually And On Behalf Of  
All Others Similarly Situated,

Plaintiffs,

v.

ALLEGiant TRAVEL COMPANY,  
MAURICE J. GALLAGHER, JR., SCOTT  
SHELDON, STEVEN E. HARFST, and JUDE  
I. BRICKER,

Defendants.

Case No. 2:18-cv-01758-APG-BNW

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION**

If you purchased or acquired the securities of Allegiant Travel Company (“Allegiant” or the “Company”) during the period between June 8, 2015 and May 9, 2018, both dates inclusive (the “Settlement Class Period”), you could get a payment from a class action settlement (the “Settlement”).

*Under law, a federal court has authorized this Notice. This is not attorney advertising.*

- If approved by the Court, the Settlement will provide four million dollars (\$4,000,000) (the “Settlement Amount”) gross, plus interest as it accrues, minus attorneys’ fees, costs, administrative expenses, and Awards to Plaintiffs, net of any taxes on interest, to pay claims of investors who purchased Allegiant securities during the Settlement Class Period.
- Plaintiffs calculate that the Settlement represents an estimated average recovery of \$1.08 per Plaintiffs’ estimate of damaged shares of Allegiant common stock. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the Recognized Losses all Settlement Class Members, the date(s) you purchased and sold Allegiant securities, the purchase and sales prices, and the total number of claims filed.
- Attorneys for Plaintiffs (“Lead Counsel”) will ask the Court to award them fees of up to one-third of the Settlement Amount (\$1,333,333) plus interest, reimbursement of litigation expenses of no more than \$40,000, and Awards to Plaintiffs not to exceed \$5,000 each, or \$10,000 in total. If approved by the Court, these amounts (which Plaintiffs calculate as

totaling an average of \$0.37 per Plaintiffs' estimate of damaged shares of Allegiant common stock) will be paid from the Settlement Fund.

- The Settlement resolves the Action concerning whether Allegiant and certain of its officers and directors, Maurice J. Gallagher, Jr., Scott Sheldon, Jude I. Bricker, and Steven E. Harfst (collectively "Defendants") violated federal securities laws by allegedly making misrepresentations and/or omissions of material fact in various public statements to the investing public concerning Allegiant's safety and maintenance practices. Defendants maintain that all of their statements were true and correct and deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted by Plaintiffs. Defendants have also denied, *inter alia*, the allegations Plaintiffs or the Settlement Class have suffered damages or that Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Action. Defendants continue to believe the claims asserted against them in the Action are without merit.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim Form</b>	Fill out the attached Proof of Claim and Release form and submit it no later than _____. <b>This is the only way to get a payment.</b>
<b>Exclude Yourself from the Class</b>	Submit a request for exclusion no later than _____. This is the only way you can ever be part of any other lawsuit against the Defendants or the other Released Parties about the legal claims in this case. <b>If you exclude yourself, you will receive no payment and cannot object or speak at the hearing.</b>
<b>Object</b>	Write to the Court no later than _____ about why you do not like the Settlement. You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.
<b>Go To The Hearing</b>	Ask to speak in Court about the fairness of the Settlement at the hearing on _____. You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.
<b>Do Nothing</b>	<b>Get no payment AND give up your right to bring your own individual action.</b>

**INQUIRIES**

**Please do not contact the Court regarding this Notice.** All inquiries concerning this Notice, the Proof of Claim and Release Form, or the Settlement should be directed to:

Allegiant Travel Company Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063 Tel.: 866-274-4004 Fax: 610-565-7985 <a href="mailto:info@strategicclaims.net">info@strategicclaims.net</a>	<b>or</b>	Jacob A. Goldberg, Esq. THE ROSEN LAW FIRM, P.A. 101 Greenwood Avenue, Suite 440 Jenkintown, PA 19012 Tel.: 215-600-2817 Fax: 212-202-3827 <a href="mailto:info@rosenlegal.com">info@rosenlegal.com</a>
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**DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated December 27, 2019 (the “Settlement Stipulation”).

**COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT****1. Why did I get this Notice?**

You or someone in your family may have purchased or acquired the publicly traded securities of Allegiant between June 8, 2015 and May 9, 2018, both dates inclusive.

**2. What is this lawsuit about?**

The case is known as *Brendon v. Allegiant Travel Company, et al.*, No. 2:18-cv-01758 (D. Nev.). (the “Action”). The Court in charge of the case is the United States District Court for the District of Nevada.

The Action involves allegations that Defendants violated certain federal securities laws by making misrepresentations or omissions of material fact concerning the maintenance and safety of Allegiant’s fleet of aircraft. The Complaint alleges that the misstatements or omissions artificially inflated the price of Allegiant’s share price, and that the share price dropped in response to certain subsequent disclosures. Defendants have denied and continue to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Action. The Settlement shall in no event be construed as, or deemed to be evidence of, liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Parties, or of any infirmity of any defense, or of any damages to the Plaintiffs or any other Settlement Class Member. The Settlement resolves all of the claims in the Action, as well as certain other claims or potential claims, whether known or unknown.

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

In a class action, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known as class members. One court resolves all of the issues for all class members, except for those class members who exclude themselves from the class.

**4. Why is there a Settlement?**

The Parties do not agree regarding the merits of Plaintiffs' allegations and Defendants' defenses with respect to liability or the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to prevail at trial on each claim. The issues on which the Parties disagree include: (1) whether the challenged statements were materially false or misleading or otherwise actionable under federal securities law; (2) whether Defendants acted with scienter, which means intent to deceive, manipulate, or defraud, including an extreme departure from the standards of ordinary care, presenting a danger of misleading buyers that is either known to the defendant or is so obvious that the actor must have been aware of it; (3) whether the alleged disclosures were corrective disclosures; (4) the causes of the loss in the value of the securities; and (5) the amount of alleged damages, if any, that could be recovered at trial.

This matter has not gone to trial and the Court has not decided in favor of either Plaintiffs or Defendants. Instead, the Parties have agreed to settle the case. Plaintiffs and Lead Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by Defendants. Among the reasons that Plaintiffs and Lead Counsel believe the Settlement is fair is the fact that there is uncertainty about whether they will be able to prove that any challenged statement was false or misleading, that the alleged misstatements and omissions actually caused the Settlement Class any damages, and the amount of damages, if any.

Even if Plaintiffs were to win at trial, and also prevail on any on appeal, Plaintiffs might not be able to collect some, or all, of any judgment they are awarded. Moreover, while litigation of this type is usually expensive, it appears that, even if Plaintiffs' allegations were found to be true, the total amount of damages to which Settlement Class Members would be entitled could be substantially reduced.

**5. How do I know if I am part of the Settlement?**

The Settlement Class consists of all persons and entities, other than Defendants and their affiliates, who purchased or acquired publicly traded Allegiant securities between June 8, 2015 and May 9, 2018, both dates inclusive.

**6. Are there exceptions to being included?**

Yes. Excluded from the Class are Defendants, Allegiant's officers and directors, their immediate family members, and entities in which such excluded person hold a controlling interest. You are also excluded from the Class if you have a net profit in purchases and sales of Allegiant securities or otherwise suffered no compensable damages during the

Settlement Class Period. You may choose to be excluded from the Settlement Class by filing a valid and timely request for exclusion as described below in the response to question 11.

**7. I am still not sure whether I am included.**

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, Strategic Claims Services, by phone at (866) 274-4004 or by facsimile at (610) 565-7985, visit the website [www.strategicclaims.net](http://www.strategicclaims.net), or fill out and return the Proof of Claim and Release Form described in Question 9, to see if you qualify.

**8. What does the Settlement provide?**

**a. What is the Settlement Fund?**

The proposed Settlement provides that Defendants will cause four million dollars (\$4,000,000) (the “Settlement Fund”) to be paid into the Escrow Account for the benefit of the Settlement Class. The Settlement is subject to Court approval. Also, subject to the Court’s approval, a portion of the Settlement Fund will be used to pay attorneys’ fees with interest and reasonable litigation expenses to Lead Counsel, and any Award to Plaintiffs. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing this Notice and the costs of publishing notice. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the “Net Settlement Fund”) will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court.

**b. What can you expect to receive under the proposed Settlement?**

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed by all Class Members; (ii) the dates you purchased and sold Allegiant securities; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Lead Counsel for attorneys’ fees, costs, and expenses and Awards to Plaintiffs.

The Claims Administrator will determine each Settlement Class Member’s *pro rata* share of the Net Settlement Fund based upon each Settlement Class Member’s valid “Recognized Loss.” The Recognized Loss formula is not intended to be an estimate of the amount that a Settlement Class Member might have been able to recover after a trial; it also is not an estimate of the amount that will be paid to Settlement Class Members pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Settlement Class Members with valid claims.

The Net Settlement Fund will be distributed to Settlement Class Members who submit a Proof of Claim and Release Form and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Settlement Stipulation or by order of the Court under the below Plan of Allocation (“Authorized Claimants”), which reflects Plaintiffs’ contention that because of the alleged misrepresentations made by Defendants, the price

of Allegiant securities was artificially inflated during the relevant period and that certain subsequent disclosures caused changes in the inflated price of Allegiant securities. Defendants have denied and continue to deny these allegations and any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Action.

### **PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND**

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the Parties, or another plan of allocation, without further notice to Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Claims Administrator's website, [www.strategicclaims.net](http://www.strategicclaims.net).

The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Loss. **Please Note:** The Recognized Loss formula, set forth below, is not intended to be an estimate of the amount of what a Settlement Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss and subject to the provisions in the preceding paragraph. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total Recognized Losses of all Authorized Claimants and subject to the provisions in the preceding paragraph (*i.e.*, "*pro rata* share"). No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

If any funds remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants; (ii) second, to pay any additional Notice and Administration Costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. If six (6) months after such second distribution, if undertaken, or if such second distribution is not undertaken, any funds shall remain in the Net Settlement Fund after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, any funds remaining in the Net Settlement Fund shall be donated to a non-profit charitable organization(s) selected by Lead Counsel.

**THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS:****(I) Recognized Loss for the Company's Publicly Traded Common Stock Purchased During the Class Period will be calculated as follows:**

- (A) For shares purchased during the Class Period and sold during the Class Period, the Recognized Loss per share will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Inflation Table A below) less the inflation per share upon sale (as set forth in Inflation Table A below); or (2) the purchase price per share minus the sales price per share.
- (B) For shares purchased during the Class Period and sold during the period May 9, 2018 through August 7, 2018, inclusive, the Recognized Loss will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Inflation Table A below); or (2) the difference between the purchase price per share and the average closing stock price as of date of sale provided in Table B below.
- (C) For shares purchased during the Class Period and retained as of the close of trading on August 7, 2018, the Recognized Loss will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Inflation Table A below); or (2) the purchase price per share minus \$145.04<sup>1</sup> per share.

<b>INFLATION TABLE A</b>	
Common Stock Purchased During the Class Period	
<b>Period</b>	<b>Inflation</b>
June 8, 2015 to April 12, 2018, inclusive	\$21.87 per share
April 13, 2018	\$7.15 per share
April 14, 2018 to May 8, 2018, inclusive	\$1.19 per share
May 9, 2019 and thereafter	\$.00 per share

Table B

<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>	<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>
5/9/2018	\$159.10	\$162.40	6/25/2018	\$144.15	\$153.75

<sup>1</sup> Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." \$145.04 per share was the mean (average) daily closing trading price of the Company's common stock during the 90-day period beginning on May 8, 2018 through and including on August 7, 2018.

## EXHIBIT A-1

5/10/2018	\$161.10	\$160.72	6/26/2018	\$141.85	\$153.31
5/11/2018	\$162.60	\$160.73	6/27/2018	\$139.35	\$152.85
5/14/2018	\$159.70	\$161.21	6/28/2018	\$137.50	\$152.45
5/15/2018	\$158.20	\$160.58	6/29/2018	\$138.85	\$152.07
5/16/2018	\$161.00	\$160.27	7/2/2018	\$138.95	\$151.76
5/17/2018	\$160.75	\$160.29	7/3/2018	\$140.45	\$151.43
5/18/2018	\$161.60	\$160.24	7/5/2018	\$139.45	\$151.20
5/21/2018	\$159.10	\$160.44	7/6/2018	\$142.15	\$151.02
5/22/2018	\$153.95	\$160.31	7/9/2018	\$144.05	\$150.77
5/23/2018	\$150.50	\$159.79	7/10/2018	\$140.80	\$150.58
5/24/2018	\$151.80	\$159.05	7/11/2018	\$142.85	\$150.31
5/25/2018	\$155.85	\$158.50	7/12/2018	\$139.10	\$150.06
5/29/2018	\$153.95	\$158.25	7/13/2018	\$139.05	\$149.90
5/30/2018	\$154.30	\$157.98	7/16/2018	\$143.20	\$149.66
5/31/2018	\$151.35	\$157.75	7/17/2018	\$138.75	\$149.44
6/1/2018	\$151.10	\$157.43	7/18/2018	\$139.00	\$149.30
6/4/2018	\$154.40	\$157.07	7/19/2018	\$143.05	\$149.19
6/5/2018	\$150.95	\$156.92	7/20/2018	\$143.80	\$149.09
6/6/2018	\$150.10	\$156.61	7/23/2018	\$144.20	\$149.00
6/7/2018	\$150.00	\$156.34	7/24/2018	\$144.75	\$148.82
6/8/2018	\$149.45	\$156.04	7/25/2018	\$139.60	\$148.64
6/11/2018	\$152.30	\$155.77	7/26/2018	\$139.30	\$148.08
6/12/2018	\$151.65	\$155.65	7/27/2018	\$118.05	\$147.66
6/13/2018	\$149.30	\$155.45	7/30/2018	\$124.85	\$147.24
6/14/2018	\$149.55	\$155.24	7/31/2018	\$124.55	\$146.83
6/15/2018	\$149.45	\$155.01	8/1/2018	\$123.60	\$146.40
6/18/2018	\$149.40	\$154.78	8/2/2018	\$121.95	\$145.98
6/19/2018	\$146.85	\$154.57	8/3/2018	\$121.40	\$145.63
6/20/2018	\$146.40	\$154.32	8/6/2018	\$125.10	\$145.32
6/21/2018	\$146.15	\$154.06	8/7/2018	\$126.75	\$145.04

To the extent a claimant had a trading gain or “broke even” from his, her or its overall transactions in the Company’s shares during the Class Period, the value of the Recognized Loss will be zero and the claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a claimant suffered a trading loss on his, her or its overall transactions in the Company’s shares during the Class Period, but that trading loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the claimant’s actual trading loss.

For purposes of calculating your Recognized Loss, the date of purchase, acquisition or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of the Company shares shall not be deemed a purchase, acquisition or sale of shares for the calculation of an Authorized Claimant’s Recognized Loss. The covering purchase of a short sale is not an eligible purchase.

For purposes of calculating your Recognized Loss, all purchases, acquisitions and sales shall be matched on a First In First Out (“FIFO”) basis in chronological order. Therefore, on the Proof of Claim enclosed with this Notice, you must provide all your purchases of the Company shares during the period May 8, 2018 through and including August 7, 2018.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Defendants, Defendants’ Counsel, Plaintiffs, Lead Counsel or the Settlement Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant’s Claim Form. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Cash Settlement Amount shall be released and discharged from any and all claims arising out of such involvement, and all Settlement Class Members, whether or not they are to receive payment from the Net Cash Settlement Amount, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

**9. How can I get a payment?**

To qualify for a payment, you must send in a form entitled “Proof of Claim and Release Form” (also called a “Claim Form”). This Proof of Claim and Release Form is attached to this Notice. You may also obtain a Proof of Claim and Release Form at [www.strategicclaims.net](http://www.strategicclaims.net). Read the instructions carefully, fill out the form, and sign it in the location indicated. The Proof of Claim and Release Form may be completed in two ways: (1) by completing and submitting it electronically at [www.strategicclaims.net](http://www.strategicclaims.net) by **11:59 p.m. EST on \_\_\_\_\_, 2020**; or (2) by mailing the claim form together with all documentation requested in the form, **postmarked no later than \_\_\_\_\_, 2020**, to the Claims Administrator at:

Allegiant Travel Company Securities Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Ste. 205  
Media, PA 19063  
Fax: (610) 565-7985  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

**10. What am I giving up to get a payment or stay in the Class?**

Unless you exclude yourself from the Settlement Class by the \_\_\_\_\_ deadline, you will remain a member of the Settlement Class and will be bound by the release of claims against Defendants and other Released Parties if the Settlement is approved. That means you and all other Settlement Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) as against Defendants and other Released Parties any and all claims which arise out of, are based upon or relate in any way to the purchase or acquisition of Allegiant securities during the Settlement Class Period. It means that all of the Court's orders will apply to you and legally bind you. That means you will accept a share of the Net Settlement Fund as sole compensation for any losses you suffered in the purchase, acquisitions, sale or ownership of Allegiant securities during the Settlement Class Period. The specific terms of the release are included in the Settlement Stipulation.

**11. How do I get out of the Settlement?**

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants or other Released Parties on your own about the claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must mail a letter that (A) clearly indicates your name, address, phone number and e-mail contact information (if any) and states that you "request to be excluded from the Settlement Class in *Brendon v. Allegiant Travel Company, et al.*, No. 2:18-cv-01758 (D. Nev.)" and (B) states the date, number of shares and dollar amount of each purchase or acquisition of Allegiant securities during the Settlement Class Period, the dates, number of shares, and dollar amounts of any sale transactions, as well as the number of shares of Allegiant securities held by you as of May 9, 2018. In order to be valid, such request for exclusion must be submitted with documentary proof: (i) of each purchase and, if applicable, sale transaction during the Settlement Class Period; and (ii) demonstrating your status as a beneficial owner of the Allegiant securities. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be **received no later than** \_\_\_\_\_, **2020**, to the Claims Administrator at the following address:

Allegiant Travel Company Securities Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Ste. 205  
Media, PA 19063

**You cannot exclude yourself by telephone or by e-mail.**

If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the judgment in this case.

**12. If I do not exclude myself, can I sue Defendants or the other Released Parties for the same thing later?**

No. Unless you followed the procedure outlined in the Notice to exclude yourself, you give up any right to sue Defendants or other Released Parties for the claims being released in this Settlement. If you have a pending lawsuit related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit.

**13. Do I have a lawyer in this case?**

The Court appointed The Rosen Law Firm, P.A. as Lead Counsel to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for The Rosen Law Firm, P.A. is provided below.

**14. How will the lawyers be paid?**

Lead Counsel have expended considerable time litigating this Action on a contingent fee basis and have paid for the expenses of the case themselves. They have not been paid attorneys' fees or reimbursed for their expenses in advance of this Settlement. Lead Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Lead Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Lead Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys' fees in an amount not to exceed one-third plus interest on the Settlement Amount (\$1,333,333), reimbursement of litigation expenses of no more than \$40,000 and an Award to Plaintiffs not to exceed \$5,000 each, or \$10,000 in total. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

**15. How do I tell the Court that I do not like the Settlement?**

You can tell the Court you do not agree with the Settlement, any part of the Settlement, and/or to Lead Counsel's motion for attorneys' fees and expenses and application for an Award to Plaintiffs, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of *Brendon v. Allegiant Travel Company, et al.*, No. 2:18-cv-01758 (D. Nev.). Be sure to include: (1) your name, address, and telephone number; (2) a list of all purchases and sales of Allegiant securities during the Settlement Class Period in order to show membership in the Settlement Class; (3) all grounds for the objection, including any legal support known to

you or your counsel; (4) the name, address and telephone number of all counsel, if any, who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection; and (5) the number of times you and/or your counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to serve copies of any objections, papers and briefs to **each** of the addresses listed below, to be **received no later than** \_\_\_\_\_, **2020**:

<p>Clerk of the Court United States District Court District of Nevada 333 Las Vegas Boulevard South Las Vegas, NV 89101</p>	<p><b><i>Lead Counsel:</i></b></p> <p>Jacob A. Goldberg THE ROSEN LAW FIRM, P.A. 101 Greenwood Avenue, Suite 440 Jenkintown, PA 19012 Tel.: 215-600-2817 Fax: 212-202-3827 <a href="mailto:info@rosenlegal.com">info@rosenlegal.com</a></p>	<p><b><i>Counsel for Defendants:</i></b></p> <p>GREENBERG TRAURIG, LLP Daniel J. Tyukody 1840 Century Park East Suite 1900 Los Angeles, CA 90067 Telephone: (310) 586-7723 tyukodyd@gtlaw.com</p>
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**16. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

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

The Court will hold a Settlement Hearing on \_\_\_\_\_, **2020**, at \_\_\_\_:\_\_\_\_.m., at the United States District Court, District of Nevada, 333 Las Vegas Boulevard South, Courtroom 6C, Las Vegas, NV 89101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing.

The Court may also decide how much to pay Lead Counsel for attorneys' fees and expenses and how much to award Plaintiffs.

**18. Do I have to come to the hearing?**

No. Lead Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

**19. What happens if I do nothing at all?**

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the Released Claims (as defined in the Settlement Stipulation) ever again.

**SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If, between June 8, 2015 and May 9, 2018, both dates inclusive, you purchased, otherwise acquired, or sold Allegiant securities for the beneficial interest of a person or organization other than yourself, the Court has directed that, **WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE**, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such Allegiant securities during such time period or (b) request additional copies of the Postcard Notice, which will be provided to you free of charge, and within ten (10) days mail the Postcard Notice directly to the beneficial owners of the Allegiant securities. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing, up to a maximum of \$0.05 plus postage at the pre-sort rate unit by the Claims Administrator per Postcard Notice mailed, or \$0.05 per name and address provided to the Claims Administrator.. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed on page 3 above.

DATED:

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BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE DISTRICT OF  
NEVADA

# EXHIBIT A-2

**PROOF OF CLAIM AND RELEASE FORM**

**Deadline for Submission:** \_\_\_\_\_

IF YOU PURCHASED ALLEGiant TRAVEL COMPANY ("ALLEGiant" OR THE "COMPANY") SECURITIES BETWEEN JUNE 8, 2015 AND MAY 9, 2018, BOTH DATES INCLUSIVE (THE "SETTLEMENT CLASS PERIOD") AND WERE ALLEGEDLY DAMAGED THEREBY, YOU ARE A "SETTLEMENT CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. (EXCLUDED FROM THE CLASS ARE DEFENDANTS, ALLEGiant'S OFFICERS AND DIRECTORS, THEIR IMMEDIATE FAMILY MEMBERS, AND ENTITIES IN WHICH SUCH EXCLUDED PERSON HOLD A CONTROLLING INTEREST.) ALSO EXCLUDED FROM THE SETTLEMENT CLASS ARE THOSE PERSONS WHO FILE VALID AND TIMELY REQUESTS FOR EXCLUSION IN ACCORDANCE WITH THE COURT'S ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT.)

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM AND RELEASE FORM") IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS. YOU CAN COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM BY 11:59 P.M. EST ON \_\_\_\_\_, 2020 AT WWW.STRATEGICCLAIMS.NET.

IF YOU DO NOT COMPLETE AND SUBMIT AN ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE FORM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN \_\_\_\_\_, 2020 TO STRATEGIC CLAIMS SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Allegiant Travel Company Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063  
Tel.: 866-274-4004  
Fax: 610-565-7985  
info@strategicclaims.net

YOUR FAILURE TO SUBMIT YOUR CLAIM BY \_\_\_\_\_, 2020 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR. IF YOU ARE A SETTLEMENT CLASS MEMBER AND DO NOT SUBMIT A PROPER PROOF OF CLAIM AND RELEASE FORM, YOU WILL NOT SHARE IN THE SETTLEMENT BUT YOU NEVERTHELESS WILL BE BOUND BY THE ORDER AND FINAL JUDGMENT OF THE COURT UNLESS YOU EXCLUDE YOURSELF.

SUBMISSION OF A PROOF OF CLAIM DOES NOT ASSURE THAT YOU WILL SHARE IN THE PROCEEDS OF THE SETTLEMENT.

**CLAIMANT'S STATEMENT**

1. I (we) purchased Allegiant Travel Company ("Allegiant") securities during the Settlement Class Period. (Do not submit this Proof of Claim and Release Form if you did not purchase Allegiant during the Settlement Class Period.)
2. By submitting this Proof of Claim and Release Form, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member(s) as defined above and in the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim and Release Form. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proof of Claim and Release Form.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of Allegiant securities during the Settlement Class Period, and each sale, if any, of such securities. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase and sale of Allegiant securities listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Proof of Claim and Release Form is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Loss. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Parties" of all "Released Claims," as those terms are defined in the Stipulation and Agreement of Settlement ("Settlement Stipulation").

8. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Released Parties.
9. "Released Parties" has the meaning laid out in the Settlement Stipulation.
10. "Released Claims" has the meaning laid out in the Settlement Stipulation.
11. "Unknown Claims" has the meaning laid out in the Settlement Stipulation.
12. I (We) acknowledge that the inclusion of "Unknown Claims" in the definition of claims released pursuant to the Settlement Stipulation was separately bargained for and is a material element of the Settlement of which this release is a part.
13. NOTICE REGARDING INSTITUTIONAL FILERS: Representatives with authority to file on behalf of (a) accounts of multiple Settlement Class Members and/or (b) institutional accounts with large numbers of transactions ("Representative Filers") must submit information regarding their transactions in an electronic spreadsheet format. If you are a Representative Filer, you must contact the Claims Administrator at [filing@strategicclaims.net](mailto:filing@strategicclaims.net) or visit their website at [www.strategicclaims.net](http://www.strategicclaims.net) to obtain the required file layout. Claims which are not submitted in electronic spreadsheet format and in accordance with the Claims Administrator's instructions may be subject to rejection. All Representative Filers MUST also submit a manually signed Proof of Claim and Release Form, as well as proof of authority to file (see Item 2 of the Claimant's Statement), along with the electronic spreadsheet format. No claims submitted in electronic spreadsheet format will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.
14. NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Proof of Claim and Release Form hosted at [www.strategicclaims.net](http://www.strategicclaims.net). If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Proof of Claim and Release Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at [info@strategicclaims.net](mailto:info@strategicclaims.net) or (866) 274-4004. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Proof of Claim and Release Form.

**I. CLAIMANT INFORMATION**

Name:		
Address:		
City	State	ZIP
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
Email		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.):

**II. SCHEDULE OF TRANSACTIONS IN ALLEGIANT TRAVEL COMPANY SECURITIES****Beginning Holdings:**

- A. State the total number of shares of Allegiant Travel Company ("Allegiant") securities held at the close of trading on June 7, 2015 (*must be documented*). If none, write "zero" or "0."

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**Purchases/Acquisitions:**

- B. Separately list each and every purchase or acquisition of Allegiant securities between June 8, 2015 and May 9, 2018, both dates inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

**Sales:**

C. Separately list each and every sale of Allegiant securities between June 8, 2015 and May 9, 2018, both dates inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

**Ending Holdings:**

D. State the total number of shares of Allegiant securities held at the close of trading on May 9, 2018 (*must be documented*).

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.

**III. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals)	or	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

**IV. CERTIFICATION**

I (We) submit this Proof of Claim and Release Form under the terms of the Settlement Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Nevada, with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release and covenant not to sue set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in this Action. I (We) have not submitted any other claim covering the same purchases or sales of Allegiant securities during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding; or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup

withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made  
on behalf of Joint Claimants, then each must sign):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g. beneficial  
purchaser(s), executor, administrator, trustee, etc.)  
Check here if proof of authority to file is enclosed.  
(See Item 2 under Claimant's Statement)

Date: \_\_\_\_\_

**THIS PROOF OF CLAIM AND RELEASE FORM MUST BE SUBMITTED NO LATER THAN \_\_\_\_\_, 2020 AND MUST BE MAILED TO:**

Allegiant Travel Company Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063  
Fax: (610) 565-7985  
info@strategicclaims.net

A Proof of Claim and Release Form received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by \_\_\_\_\_, 2020 and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim and Release Form shall be deemed to have been submitted when actually received by the Claims Administrator.

The Claims Administrator will acknowledge receipt of your Proof of Claim and Release Form by mail or email within 45 days of receipt. Your claim is not deemed filed until you receive such an acknowledgement. If you do not receive an acknowledgement within 45 days, please contact the Claims Administrator by telephone toll free at 866-274-4004 or by email at info@strategicclaims.net.

You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim and Release Forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim and Release Form. Please notify the Claims Administrator of any change of address.

#### **REMINDER CHECKLIST**

- Please be sure to sign this Proof of Claim and Release Form on page 6. If this Proof of Claim and Release Form is submitted on behalf of joint claimants, then each claimant must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim and Release Form or any supporting documents.
- If you move or change your address, telephone number or email address, please submit the new information to the Claims Administrator, as well as any other information that will assist us in contacting you. NOTE: Failure to submit updated information to the Claims Administrator may result in the Claims Administrator's inability to contact you regarding issues with your claim or deliver payment to you.

# EXHIBIT A-3

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

CHARLES BRENDON and DANIEL  
CHECKMAN, Individually And On Behalf Of  
All Others Similarly Situated,

Plaintiffs,

v.

ALLEGiant TRAVEL COMPANY,  
MAURICE J. GALLAGHER, JR., SCOTT  
SHELDON, STEVEN E. HARFST, and JUDE  
I. BRICKER,

Defendants.

Case No. 2:18-cv-01758-APG-BNW

**SUMMARY NOTICE OF PENDENCY AND  
PROPOSED CLASS ACTION SETTLEMENT**

**TO: ALL PERSONS WHO PURCHASED OR ACQUIRED PUBLICLY TRADED  
ALLEGiant TRAVEL COMPANY SECURITIES BETWEEN JUNE 8, 2015 AND  
MAY 9, 2018, BOTH DATES INCLUSIVE.**

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the District of Nevada, that a hearing will be held on \_\_\_\_\_, 2020, at \_\_:\_\_\_.m. before the Honorable Andrew P. Gordon, United States District Judge of the District of Nevada, 333 Las Vegas Boulevard South, Courtroom 6C, Las Vegas, Nevada 89101 for the purpose of determining: (1) whether the proposed Settlement of the claims in the above-captioned Action for consideration including the sum of \$4,000,000 should be approved by the Court as fair, reasonable, and adequate; (2) whether the proposed plan to distribute the Settlement proceeds is fair, reasonable, and adequate; (3) whether the application of Lead Counsel for an award of attorneys' fees of up to one-third plus interest of the Settlement Amount, reimbursement of expenses of not more than \$40,000 and an incentive payment of no more than \$5,000 to each Plaintiff, or \$10,000 in total, should be

approved; and (4) whether this Action should be dismissed with prejudice as set forth in the Stipulation and Agreement of Settlement dated December 27, 2019 (the “Settlement Stipulation”).

If you purchased Allegiant Travel Company (“Allegiant”) publicly traded securities during the period between June 8, 2015 and May 9, 2018, both dates inclusive (the “Settlement Class Period”), your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in Allegiant securities. If you have not received a detailed Notice of Pendency and Proposed Settlement of Class Action (“Long Notice”) and a copy of the Proof of Claim and Release Form, you may obtain copies by writing to or calling the Claims Administrator at Allegiant Travel Company Securities Litigation, c/o Strategic Claims Services, 600 N. Jackson St., Ste. 205, P.O. Box 230, Media, PA 19063; (Tel) (866) 274-4004; (Fax) (610) 565-7985; [info@strategicclaims.net](mailto:info@strategicclaims.net). You can also download copies of the Notice and submit your Proof of Claim and Release Form online at [www.strategicclaims.net](http://www.strategicclaims.net). If you are a member of the Settlement Class, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release Form electronically or postmarked no later than \_\_\_\_\_, 2020 to the Claims Administrator, establishing that you are entitled to recovery. Unless you submit a written exclusion request, you will be bound by any judgment rendered in the Action whether or not you make a claim.

If you desire to be excluded from the Settlement Class, you must submit to the Claims Administrator a request for exclusion so that it is received no later than \_\_\_\_\_, 2020, in the manner and form explained in the Notice. All members of the Settlement Class who have not requested exclusion from the Settlement Class will be bound by any judgment entered in the Action pursuant to the Settlement Stipulation.

Any objection to the Settlement, Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and reimbursement of expenses and Award to Plaintiffs must be in the manner and form explained in the detailed Notice and received no later than \_\_\_\_\_, 2020, by each of the following:

<p>Clerk of the Court United States District Court District of Nevada 333 Las Vegas Boulevard South Las Vegas, NV 89101</p>	<p><u>LEAD COUNSEL:</u></p> <p>Jacob A. Goldberg THE ROSEN LAW FIRM, P.A. 101 Greenwood Avenue, Suite 440 Jenkintown, PA 19012 Tel.: 215-600-2817 Fax: 212-202-3827 <a href="mailto:info@rosenlegal.com">info@rosenlegal.com</a></p>	<p><u>COUNSEL FOR DEFENDANTS:</u></p> <p>Daniel J. Tyukody GREENBERG TRAUIG, LLP 1840 Century Park East Suite 1900 Los Angeles, CA 90067 Telephone: (310) 586-7723 <a href="mailto:tyukodyd@gtlaw.com">tyukodyd@gtlaw.com</a></p>
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If you have any questions about the Settlement, you may call or write to Lead Counsel:

Jacob A. Goldberg  
THE ROSEN LAW FIRM, P.A.  
101 Greenwood Avenue, Suite 440  
Jenkintown, PA 19012  
Tel.: 215-600-2817  
Fax: 212-202-3827  
[info@rosenlegal.com](mailto:info@rosenlegal.com)

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.**

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE DISTRICT  
OF NEVADA

# EXHIBIT A-4

Allegiant Travel Company Securities Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
Media, PA 19063

PRESORTED  
FIRST-CLASS  
MAIL U.S.  
POSTAGE PAID

**Court-Ordered Legal Notice  
Forwarding Service Requested**

*Important Notice about a Securities  
Class Action Settlement*

*You may be entitled to a payment.  
This Notice may affect your legal  
rights.*

*Please read it carefully.*

Case No. 2:18-cv-01758 (D.Nev.)

Case Pending in the United States District Court for the  
District of Nevada

[NAME 1]

[NAME 2]

[NAME 3]

[ADDRESS 1]

[ADDRESS 2]

*Brendon Allegiant Travel Company, Case No. 2:18-cv-01758 (D.Nev.)*  
**THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.**  
**PLEASE VISIT WWW.STRATEGICCLAIMS.NET OR CALL 1-866-274-4004 FOR MORE INFORMATION.**

The United States District Court for the District of Nevada (the “Court”) has preliminarily approved a proposed Settlement of claims against Allegiant Travel Company (“Allegiant”) Maurice J. Gallagher, Jr., Scott Sheldon, Steven E. Harfst, and Jude I. Bricker (collectively, the “Defendants”). The proposed Settlement would resolve a class action lawsuit alleging that, in violation of the federal securities laws, Defendants allegedly made misrepresentations and/or omissions of material fact in various public statements to the investing public concerning Allegiant’s business operations. Defendants deny the allegations.

You received this notice because you may have purchased publicly traded Allegiant securities between June 8, 2015 and May 9, 2018, both dates inclusive, and you may be a Settlement Class Member. The Settlement provides that, in exchange for the dismissal and release of claims against Defendants, a fund consisting of \$4,000,000, less attorneys’ fees and expenses, will be divided among Settlement Class Members who timely submit valid Proof of Claim and Release Forms (“Proof of Claim”). For a full description of the Settlement and your rights and to make a claim, please view the Stipulation and Agreement of Settlement and obtain a copy of the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) and Proof of Claim by visiting the website: [www.strategicclaims.net](http://www.strategicclaims.net). You may also request copies of the Notice and Proof of Claim from the Claims Administrator through any of the following ways: (1) mail: Allegiant Travel Company, Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St, Ste. 205, Media, PA 19063; (2) call toll free: (866) 274-4004; (3) fax: (610) 565-7985; or (4) email: [info@strategicclaims.net](mailto:info@strategicclaims.net).

To qualify for payment, you must submit a Proof of Claim, which can be found on the website [www.strategicclaims.net](http://www.strategicclaims.net). PROOFS OF CLAIM ARE DUE BY \_\_\_\_\_, 2020 TO ALLEGIANT TRAVEL COMPANY SECURITIES LITIGATION, C/O STRATEGIC CLAIMS SERVICES, P.O. BOX 230, 600 N. JACKSON ST, STE 205, MEDIA, PA 19063 or submitted electronically at [www.strategicclaims.net](http://www.strategicclaims.net). If you do not want to be legally bound by the Settlement, you must exclude yourself by \_\_\_\_\_, 2020. If you exclude yourself, you cannot get money from this Settlement. If you stay in the Settlement, you may object to it by \_\_\_\_\_, 2020. The Notice explains how to exclude yourself or to object.

The Court will hold a hearing in this case on \_\_\_\_\_, 2020 at \_\_\_\_:\_\_\_\_.m. at the United States District Court for the District of Nevada, 333 Las Vegas Boulevard South, Courtroom 6C, Las Vegas, Nevada 89101, to consider whether to approve the Settlement, the Plan of Allocation, and a request by Lead Counsel for up to one-third of the Settlement Fund for their attorneys’ fees, plus up to \$40,000 in expenses, and Awards to Plaintiffs of no more than \$10,000 in total, for litigating the cases and negotiating the Settlement. You may, but do not have to, attend the hearing and ask to be heard by the Court. For more information, call toll-free 1-866-274-4004, or visit the website [www.strategicclaims.net](http://www.strategicclaims.net).