

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”), effective as of January 24, 2025, is entered into by (a) Allegiant Air, LLC (“Allegiant”) (“Allegiant” or the “Company”), and (b) the International Brotherhood of Teamsters, Airline Division (“IBT”) and Allegiant Pilots Association, Local Union No. 2118 (“Local 2118” and, together with the IBT, the “Union”), the certified collective bargaining representative of Allegiant’s Pilots.

WHEREAS, on January 4, 2025, Allegiant informed its Pilots that they were required to complete three non-FAA-mandated Computer-Based Trainings by January 31, 2025 (the “Trainings”), concerning Preventing Harassment and Discrimination, the Allegiant Team Member Handbook, and the Allegiant Code of Conduct and Ethics, and that Pilots would be compensated for completing the Trainings at the rates specified in Section 3.Q. of the collective bargaining agreement (“CBA”) between Allegiant and the Union; and

WHEREAS, on January 14, 2025, the Union filed a lawsuit against the Company in the United States District Court for the District of Nevada, captioned *Int’l Bhd. of Teamsters v. Allegiant Air, LLC*, Case 2:25-cv-0092 (the “Lawsuit”), in which it claimed that Company’s decision to require Pilots to complete the Trainings and its decision on how the Pilots would be compensated for doing so constituted a violation of the status quo under the Railway Labor Act; and

WHEREAS, the Parties desire to compromise and settle the Lawsuit.

NOW, THEREFORE, in consideration of the foregoing premises and the terms set forth below, Allegiant and the Union agree as follows:

1. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), the Union shall withdraw the Lawsuit, without prejudice, and shall inform the Court that the hearing on the Union’s motions for a temporary restraining order and preliminary injunctive relief, scheduled for January 24, 2025, should be taken off the Court’s calendar.
2. The Company shall extend the deadline for Pilots to complete the Trainings to March 1, 2025, and will not investigate or institute disciplinary proceedings against a pilot who fails to complete the Trainings before that date, provided that the Company reserves the right to seek discipline against Pilots who fail to complete the Trainings by the March 1, 2025 deadline. This extension shall not apply to the FAA-required Hazardous Materials Recognition and Fatigue Risk Management Program trainings, which shall continue to be due on January 31, 2025.
3. The Union acknowledges the Company’s right to require Pilots to complete the Trainings, both in 2025 and in future years. This paragraph will expire upon the effective date of a new CBA between the Company and the Union.
4. The Union will request and/or advise Pilots to complete the Trainings pursuant to this settlement.

5. The Union may file a grievance challenging the compensation to be paid to Pilots for completing the Trainings. If the matter is not resolved through the initial steps of the CBA's grievance process, the Union may submit the matter to arbitration before the Allegiant-IBT System Board of Adjustment.
6. This Agreement is limited to the Trainings, and the Union reserves the right to object to the required completion of any other non-FAA-required training modules and/or to challenge the compensation to be paid to Pilots for doing so.
7. The parties acknowledge that by entering this Agreement, the Company is not admitting any wrongdoing of any sort with respect to requiring Pilots to complete the Trainings and/or the compensation to be paid to Pilots for doing so.
8. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement may be executed in counterparts, in which case each executed counterpart will be deemed an original and all executed counterparts will constitute one and the same instrument. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9. This Agreement shall not be amended except by a written agreement signed by the Parties, through authorized representatives, as applicable.

In witness whereof, the Parties, through their authorized representatives, as applicable, have signed this Agreement as of the date set forth below.

AGREED AND ACCEPTED:

Allegiant Air, LLC



William Fishburn
Vice President, Labor Relations

1/23/2025
(Date)

**International Brotherhood of Teamsters, Airline Division and
Allegiant Pilots Association, Local Union No. 2118**

Gregory Unterseher

(Date)

5. The Union may file a grievance challenging the compensation to be paid to Pilots for completing the Trainings. If the matter is not resolved through the initial steps of the CBA's grievance process, the Union may submit the matter to arbitration before the Allegiant-IBT System Board of Adjustment.
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Allegiant Air, LLC

William Fishburn
Vice President, Labor Relations

(Date)

**International Brotherhood of Teamsters, Airline Division and
Allegiant Pilots Association, Local Union No. 2118**



Gregory Unterseher
Trustee, Local 2118

January 24, 2025
(Date)