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7 [Additional counsel appear on signature page.]
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9 UNITED STATES DISTRICT COURT
10 DISTRICT OF NEVADA

11 In re ALLIED NEVADA GOLD CORP.,) Case No. 3:14-cv-00175-LRH-WGC
SECURITIES LITIGATION)
12 _____) CLASS ACTION
13 This Document Relates To:) STIPULATION OF SETTLEMENT
ALL ACTIONS.)
14 _____)
15

16 This Stipulation of Settlement, dated January 24, 2020 (the “Stipulation”), is made and
17 entered into by and among: (i) Lead Plaintiff Andrey Slomnitsky (on behalf of himself and each
18 Class Member), by and through his counsel of record in the above-entitled action (the
19 “Litigation”); and (ii) Scott Caldwell, Robert Buchan, Randy Buffington and Stephen Jones
20 (collectively, “Defendants” and with Lead Plaintiff, the “Settling Parties”), by and through their
21 counsel of record in the Litigation.¹ The Stipulation is intended to fully, finally, and forever
22 resolve, discharge, and settle the Released Claims (as defined herein), subject to the approval of
23 the United States District Court for the District of Nevada (the “Court”) on the terms and conditions
24 set forth in this Stipulation.
25
26 _____

27 ¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in
28 §IV.1 herein.

1 **I. THE LITIGATION**

2 The Litigation is currently pending before the Honorable Larry R. Hicks of the Court. The
3 initial complaint was filed in the Court on April 3, 2014. (ECF No. 1.) On November 7, 2014, the
4 Court consolidated the actions and appointed the Lead Plaintiff and Lead and Liaison Counsel.
5 (ECF No. 59.)

6 Lead Plaintiff's Amended Consolidated Complaint for Violations of the Federal Securities
7 Laws (the "Complaint") was filed on May 1, 2015. (ECF No. 98.) It alleged that Defendants
8 violated §§10(b) and 20(a) of the Securities Exchange Act of 1934 by issuing materially false and
9 misleading statements and omitting material information concerning Allied Nevada Gold
10 Corporation's ("Allied" or the "Company") business and operations.² Defendants contend that
11 they did not make any false or misleading statements identified in the Complaint and that they
12 disclosed all information required to be disclosed by the federal securities laws.

13 On September 29, 2015, Defendants moved to dismiss the Complaint. (ECF No. 103.)
14 Lead Plaintiff filed his opposition to the motion on December 15, 2015 (ECF No. 109), and
15 Defendants filed their reply brief on February 1, 2016 (ECF No. 110). The Court heard oral
16 argument on the motion to dismiss on March 30, 2016, and on August 8, 2016, the Court issued
17 its Order Granting Defendants' Motion for Dismiss Without Prejudice. (ECF No. 120.)

18 Lead Plaintiff filed his Second Consolidated Amended Complaint for Violations of the
19 Federal Securities Laws (the "Amended Complaint") on November 3, 2016. (ECF No. 125.)
20 Defendants contend that they did not make any false or misleading statements identified in the
21 Amended Complaint and that they disclosed all information required to be disclosed by the federal
22 securities laws. Defendants moved to dismiss the Amended Complaint on January 25, 2017.
23 (ECF No. 127.) Lead Plaintiff filed his opposition brief on March 22, 2017 (ECF No. 132), and
24 Defendants filed their reply on May 17, 2017 (ECF No. 135). On September 20, 2017, the Court
25 issued an Order dismissing the Amended Complaint with prejudice. (ECF No. 136.)

26
27 ² Allied filed for bankruptcy protection on March 10, 2015 and is no longer a defendant in
28 the Litigation. Allied emerged from bankruptcy protection and has been renamed as Hycroft
Mining Corporation.

1 Lead Plaintiff filed a Notice of Appeal on October 16, 2017. (ECF No. 137.) The parties
2 fully briefed Lead Plaintiff’s appeal, and oral argument was held on November 15, 2018. On
3 November 29, 2018, the Ninth Circuit Court of Appeals issued an opinion reversing dismissal of
4 the Amended Complaint and remanding the Litigation to the Court. (ECF No. 141.) The Ninth
5 Circuit denied Defendants’ petition for rehearing and rehearing en banc on March 5, 2019. (ECF
6 No. 144.)

7 On October 10, 2019, Defendants and Lead Plaintiff participated in an in-person mediation
8 session in New York City with Jed Melnick, Esq., an experienced mediator. The Settling Parties
9 engaged in arm’s-length negotiations during the mediation session and reached an agreement in
10 principle to resolve the Litigation. The agreement included, among other things, the Settling
11 Parties’ agreement to settle the Litigation in return for a cash payment of \$14,000,000 for the
12 benefit of the Class, subject to the negotiation of the terms of a Stipulation of Settlement and
13 approval by the Court. This Stipulation (together with the Exhibits hereto) reflects the final and
14 binding agreement between the Settling Parties.
15

16 **II. DEFENDANTS’ DENIALS OF WRONGDOING AND LIABILITY**

17 Throughout this Litigation, Defendants have denied, and continue to deny, any and all
18 allegations of fault, liability, wrongdoing, or damages whatsoever. Defendants expressly have
19 denied, and continue to deny, that they have committed any act or omission giving rise to any
20 liability. Specifically, Defendants expressly have denied, and continue to deny, that they have
21 committed or intended to commit any wrongdoing or violations of law as alleged in any complaint
22 in the Litigation, and maintain that their conduct was at all times proper and in compliance with
23 all applicable provisions of law. Defendants also have denied, and continue to deny, that they
24 made any material misstatement or omissions, that they acted with the requisite state of mind, that
25 any plaintiff, including Lead Plaintiff, has suffered any damages, or that any plaintiff was harmed
26 by any conduct alleged in this action or that could have been alleged therein.
27
28

1 As set forth below, neither the Settlement nor any of the terms of this Stipulation shall in
2 any event be construed or deemed to be evidence of or constitute an admission, concession, or
3 finding of any fault, liability, wrongdoing, or damage whatsoever or any infirmity in the defenses
4 that Defendants have, or could have, asserted. Defendants are entering into this Stipulation solely
5 to eliminate the burden and expense of further litigation. Defendants have determined that it is
6 desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and
7 conditions set forth in this Stipulation.

8 **III. LEAD PLAINTIFF'S CLAIMS AND THE BENEFITS OF SETTLEMENT**

9 Lead Plaintiff and Lead Counsel believe that the claims asserted in the Litigation have
10 merit and that the evidence developed to date supports the claims asserted therein. However, Lead
11 Plaintiff and Lead Counsel recognize and acknowledge the expense and length of continued
12 proceedings necessary to prosecute the Litigation against Defendants through trial and any further
13 appeals. Lead Plaintiff and Lead Counsel also have taken into account the uncertain outcome and
14 risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties
15 and delays inherent in such litigation. Lead Plaintiff and Lead Counsel are mindful of the inherent
16 problems of proof under, and possible defenses to, the securities law violations asserted in the
17 Litigation. Lead Plaintiff and Lead Counsel believe that the Settlement set forth in this Stipulation
18 confers substantial benefits upon the Class. Based on their own investigation and evaluation, Lead
19 Plaintiff and Lead Counsel have determined that the Settlement set forth in this Stipulation is in
20 the best interests of Lead Plaintiff and the Class.

21 **IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT**

22 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among
23 Lead Plaintiff (for himself and the Class Members) and Defendants, by and through their counsel
24 that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil
25 Procedure in consideration of the benefits flowing to the parties from the Settlement, the Litigation
26 and the Released Claims shall be finally and fully compromised, settled, and released, and the
27 Litigation shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms
28 and conditions of this Stipulation, as follows:

1 **1. Definitions**

2 As used in this Stipulation the following terms, when capitalized, have the meanings
3 specified below:

4 1.1 “Allied” means Allied Nevada Gold Corporation.

5 1.2 “Authorized Claimant” means any Class Member who submits a valid claim to the
6 Claims Administrator that is accepted for payment.

7 1.3 “Claim(s)” means a paper claim submitted on a Proof of Claim and Release form
8 or an electronic claim that is submitted to the Claims Administrator.

9 1.4 “Claims Administrator” means the firm of Epiq Class Action and Claims Solutions,
10 Inc.

11 1.5 “Class” means all Persons who purchased Allied common stock in the United States
12 or on a securities exchange in the United States during the Class Period. Excluded from the Class
13 are: (i) Allied, its predecessors, successors, and subsidiaries; (ii) Defendants; (iii) the officers and
14 directors of Allied during the Class Period; (iv) members of the immediate families of any
15 Defendant; (v) any firm, trust, corporation, or entity in which any Defendant has a controlling
16 interest; and (vi) the heirs, successors, and assigns of any Person excluded from the Class pursuant
17 to this Paragraph 1.5. Also excluded from the Class is any Class Member who validly and timely
18 requests exclusion in accordance with the requirements set by the Court.

19 1.6 “Class Member” or “Member of the Class” mean a Person who falls within the
20 definition of the Class as set forth in ¶1.5 above.

21 1.7 “Class Period” means the period from January 18, 2013 through August 5, 2013,
22 inclusive.

23 1.8 “Defendants” means Scott Caldwell, Robert Buchan, Randy Buffington and
24 Stephen Jones.

25 1.9 “Defendants’ Counsel” means the law firms of Sullivan & Cromwell LLP and
26 Dickinson Wright PLLC.

27 1.10 “Effective Date,” or the date upon which this Settlement becomes “Effective,”
28 means the first date by which all of the events and conditions specified in ¶7.1 of the Stipulation

1 have been met and have occurred or have been waived.

2 1.11 “Escrow Agent” means the law firm of Brower Piven, A Professional Corporation
3 or its successor(s).

4 1.12 “Final” means, with respect to any order or Judgment of the Court, that such order
5 or Judgment represents a final and binding determination of all issues within its scope and has not
6 been reversed, vacated, or modified in any way and is no longer subject to appellate review, either
7 because of disposition on appeal and conclusion of the appellate process or because of passage,
8 without action, of time for seeking appellate review. Without limitation, an order or Judgment
9 becomes final when: (a) either no appeal therefrom has been filed and the time has passed for any
10 notice of appeal to be timely filed therefrom; or (b) an appeal has been filed and either (i) the court
11 of appeals has either affirmed the order or Judgment or dismissed that appeal and the time for any
12 reconsideration or further appellate review has passed; or (ii) a higher court has granted further
13 appellate review and that court has either affirmed the underlying order or judgment or affirmed
14 the court of appeals’ decision affirming the Judgment or dismissing the appeal. For purposes of
15 this paragraph, an “appeal” shall include any motion for reconsideration or petition for a writ of
16 *certiorari* or other writ or motion that may be filed in connection with approval or disapproval of
17 this Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to
18 an order issued with respect to: (i) attorneys’ fees, costs, or expenses, (ii) the Plan of Allocation
19 (as submitted or subsequently modified), or (iii) the procedures for determining Authorized
20 Claimants’ recognized claims, shall not in any way delay, affect, or preclude the time set forth
21 above for the Judgment to become Final, or otherwise preclude the Judgment from becoming Final.

22 1.13 “Judgment” means the Order and Final Judgment to be rendered by the Court,
23 substantially in the form attached hereto as Exhibit B, as well as any form of final judgment that
24 may be entered by the Court in a form other than the form attached hereto as Exhibit B and where
25 none of the Settling Parties elects to terminate this Settlement by reason of such variance,
26 consistent with the terms of this Stipulation.

27 1.14 “Lead Counsel” means the law firm of Brower Piven, A Professional Corporation.

28 1.15 “Lead Plaintiff” means Andrey Slomnitsky.

1 1.16 “Lead Plaintiff’s Counsel” means any attorney or firm who has appeared in the
2 Litigation on behalf of Lead Plaintiff or the Class whose services or retention were approved in
3 advance by the Lead Plaintiff.

4 1.17 “Liaison Counsel” means Muckleroy Lunt, LLC.

5 1.18 “Litigation” means the action captioned *In re Allied Nevada Gold Corp. Securities*
6 *Litigation*, No. 3:14-CV-00175-LRH-WGC, pending in the United States District Court for the
7 District of Nevada.

8 1.19 “Net Settlement Fund” means the Settlement Fund less: (i) any Court-awarded
9 attorneys’ fees, expenses, and interest thereon; (ii) Notice and Administration Expenses;
10 (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

11 1.20 “Person(s)” means an individual, corporation (including all divisions and
12 subsidiaries), limited liability corporation, professional corporation, partnership, limited
13 partnership, limited liability partnership, limited liability company, joint venture, association, joint
14 stock company, estate, legal representative, trust, unincorporated association, government or any
15 political subdivision or agency thereof, and any business or legal entity and all of their respective
16 spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, representatives,
17 or assignees.

18 1.21 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement
19 Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of
20 Allocation is not part of this Stipulation and neither Defendants nor their Related Parties shall have
21 any responsibility or liability with respect thereto.

22 1.22 “Preliminary Approval Order” means an Order preliminarily approving the
23 settlement and scheduling a Settlement Hearing, substantially in the form of Exhibit A or in such
24 other form as may be entered by the Court and consented to by all Parties.

25 1.23 “Proof of Claim and Release” 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 hereto as Exhibit A-2, that a Class Member must complete and submit should that Class
28 Member seek to share in a distribution of the Net Settlement Fund.

1 1.24 “Related Parties” means each Defendant’s and former defendant’s respective
2 former, present or future parents, subsidiaries, divisions, controlling persons, associates, related
3 entities and affiliates and each and all of Defendants’, former defendant’s and their respective
4 present and former employees, members, partners, principals, officers, directors, controlling
5 shareholders, agents, attorneys, advisors (including financial or investment advisors), accountants,
6 auditors, consultants, underwriters, investment bankers, commercial bankers, entities providing
7 fairness opinions, general or limited partners or partnerships, limited liability companies,
8 members, joint ventures and insurers and reinsurers of each of them; and the predecessors,
9 successors, assigns, estates, immediate family members, spouses, heirs, executors, trusts, trustees,
10 administrators, agents, legal or personal representatives, assigns, and assignees of each of them, in
11 their capacity as such.

12 1.25 “Released Claims” means any and all claims, debts, demands, losses, rights and
13 causes of action of every nature and description, including, but not limited to, any claims for
14 damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or
15 liability whatsoever, whether known claims or Unknown Claims, and whether arising under
16 federal, state, common, or foreign law, by Lead Plaintiff, any Class Member or their successors,
17 assigns, executors, administrators, representatives, attorneys and agents, in their capacities as such,
18 whether brought directly or indirectly against any of the Released Defendant Parties, that have
19 been or could have been asserted in the Litigation or could in the future be asserted in any forum,
20 whether foreign or domestic, which arise out of, are based upon or are related in any way to (a) any
21 of the allegations, transactions, events, disclosures, statements, acts or omissions that were asserted
22 or could have been asserted by Lead Plaintiff or Class Members in this Litigation; or (b) any
23 transaction in Allied common stock by Class Members during the Class Period. “Released
24 Claims” does not include claims to enforce the Settlement. “Released Claims” includes “Unknown
25 Claims” as defined in ¶1.35 hereof. For avoidance of doubt, “Released Claims” does not include
26 claims asserted in the action entitled *LBP Holdings Ltd. v. Hycroft Mining Corp., et al.*, Court File
27 No. CV-14-50851300-CP, pending in the Ontario Superior Court of Justice, insofar as those claims
28 are based upon and limited to the purchase of Allied common stock during the Class Period outside

1 of the United States and not on a United States securities exchange.

2 1.26 “Released Defendants’ Claims” means any and all claims and causes of action of
3 every nature and description whatsoever, including both known claims and Unknown Claims, that
4 arise out of or relate in any way to the institution, prosecution, or settlement of the claims against
5 Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.

6 1.27 “Released Defendant Party” or “Released Defendant Parties” means Defendants
7 and their Related Parties.

8 1.28 “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” means each and every
9 plaintiff, Class Member, Lead Plaintiff and each of their respective past or present trustees,
10 officers, directors, partners, employees, contractors, auditors, principals, agents, predecessors,
11 successors, assigns, representatives, affiliates, insurers, parents, subsidiaries, general or limited
12 partners or partnerships, and limited liability companies; and the spouses, members of the
13 immediate families, representatives, and heirs of any Releasing Plaintiff Party who is an
14 individual, as well as any trust of which any Releasing Plaintiff Party is the settlor or which is for
15 the benefit of any of their immediate family members. Releasing Plaintiff Parties do not include
16 any Person who timely and validly seeks exclusion from the Class.

17 1.29 “Settlement” means the resolution of the Litigation in accordance with the terms
18 and provisions of this Stipulation.

19 1.30 “Settlement Amount” means Fourteen Million U.S. Dollars (U.S. \$14,000,000.00)
20 to be paid by check and/or wire transfer to the Escrow Agent pursuant to ¶2.2 of this Stipulation.

21 1.31 “Settlement Fund” means the Settlement Amount plus all interest and accretions
22 thereto.

23 1.32 “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the
24 Federal Rules of Civil Procedure to consider final approval of the Settlement.

25 1.33 “Settling Parties” means, collectively, Defendants and Lead Plaintiff, on behalf of
26 himself and the Class.

27 1.34 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and
28 other charges of any kind (together with any and all interest, penalties, additions to tax and

1 additional amounts imposed with respect thereto) imposed by any governmental authority,
2 including, but not limited to, any local, state, and federal taxes.

3 1.35 “Unknown Claims” means (a) any and all Released Claims which the Releasing
4 Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of
5 the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her,
6 or its settlement with and release of the Released Defendant Parties, or might have affected his,
7 her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not
8 to object to this Settlement or seek exclusion from the Class; and (b) any and all Released
9 Defendants’ Claims that the Released Defendant Parties do not know or suspect to exist in his, her,
10 or its favor at the time of the release of the Lead Plaintiff, the Class and Lead Plaintiff’s Counsel,
11 which, if known by him, her, or it, might have affected his, her, or its settlement and release of
12 Lead Plaintiff, the Class and Lead Plaintiff’s Counsel. With respect to (a) any and all Released
13 Claims against the Released Defendant Parties, and (b) any and all Released Defendants’ Claims
14 against Lead Plaintiff, the Class and Lead Plaintiff’s Counsel, the Settling Parties stipulate and
15 agree that, upon the Effective Date, the Settling Parties shall expressly waive and each Releasing
16 Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the
17 Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code
18 §1542, which provides:

19 **A general release does not extend to claims that the creditor or releasing party**
20 **does not know or suspect to exist in his or her favor at the time of executing**
21 **the release and that, if known by him or her would have materially affected**
22 **his or her settlement with the debtor or released party.**

23 The Settling Parties shall expressly waive and each Releasing Plaintiff Party and Released
24 Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly
25 waived any and all provisions, rights, and benefits conferred by any law of any state or territory of
26 the United States, or principle of common law, which is similar, comparable, or equivalent to
27 California Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties
28 acknowledge that they may hereafter discover facts in addition to or different from those which
he, she, it or their counsel now knows or believes to be true with respect to the subject matter of

1 the Released Claims or Released Defendants' Claims, but (a) the Releasing Plaintiff Parties shall
2 expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release,
3 and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled,
4 discharged, extinguished, and released, and upon the Effective Date, and by operation of the
5 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
6 finally, and forever, any and all Released Claims against the Released Defendant Parties, known
7 or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or
8 hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing
9 or coming into existence in the future, including, but not limited to, conduct which is negligent,
10 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
11 subsequent discovery or existence of such different or additional facts, legal theories, or
12 authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive,
13 compromise, settle, discharge, extinguish and release, and each Released Defendant Party shall be
14 deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon
15 the Effective Date, and by operation of the Judgment shall have waived, compromised, settled,
16 discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendant
17 Claims against the Lead Plaintiff, the Class and Lead Plaintiff's Counsel, known or unknown,
18 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,
19 which now exist, or heretofore have existed, upon any theory of law or equity now existing or
20 coming into existence in the future, including, but not limited to, conduct which is negligent,
21 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
22 subsequent discovery or existence of such different or additional facts, legal theories, or
23 authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released
24 Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the
25 foregoing waiver was separately bargained for and is an essential element of the Settlement of which
26 this release is a part.

27 **2. The Settlement**

28 2.1 The obligations incurred pursuant to the Stipulation are subject to approval by the

1 Court, and a judgment, reflecting such approval becoming Final; upon and subject to the terms and
2 conditions set forth herein.

3 **a. The Settlement Amount**

4 2.2 In full and final settlement of the claims asserted in the Litigation against
5 Defendants and in consideration of the releases specified in ¶4 herein, Defendants shall cause their
6 insurance carriers to pay the Settlement Amount to the Escrow Agent on or before fourteen (14)
7 business days after the later to occur of: (i) execution of this Stipulation, (ii) the Escrow Agent's
8 provision to Defendants' Counsel of all information necessary to effectuate a transfer of funds to
9 the Escrow Account, including without limitation (a) wire transfer instructions (including bank
10 name and ABA routing number, address, account name and number); (b) payment address; and
11 (c) a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax
12 identification number, and (iii) the entry by the Court of a Preliminary Approval Order. The
13 Escrow Agent shall deposit the Settlement Amount plus any accrued interest in a segregated or
14 escrow account (the "Escrow Account") at JP Morgan Chase & Co., or a United States financial
15 institution with a similar amount of assets, to be maintained by the Escrow Agent under the
16 supervision of the Court.

17 2.3 If the entire Settlement Amount is not timely paid to the Escrow Agent as provided
18 in ¶2.2 above, Lead Counsel may terminate the Settlement, but only if: (i) Lead Counsel has
19 notified Defendants' Counsel in writing of Lead Counsel's intention to terminate the Settlement,
20 and (ii) the entire Settlement Amount is not transferred to the Escrow Account within five (5)
21 business days after Lead Counsel has provided such written notice.

22 2.4 Other than the obligation to pay or cause to be paid the Settlement Amount into the
23 Settlement Fund set forth in ¶2.2 herein, the Released Defendant Parties shall have no
24 responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or
25 determination by Lead Counsel or the Claims Administrator, or any of their respective designees,
26 in connection with the administration of the Settlement or otherwise; (ii) the management,
27 investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the
28 determination, administration, calculation, or payment of any Claims asserted against the

1 Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi)
2 the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the
3 taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the
4 filing of any federal, state, or local returns.

5 2.5 The Released Defendant Parties' sole monetary obligation under this Stipulation
6 shall be for Defendants to pay or cause to be paid the Settlement Amount in accordance with the
7 terms of ¶2.2 and the Released Defendant Parties shall not be liable for any other amounts.

8 **b. The Escrow Agent**

9 2.6 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.2
10 hereof in United States Agency or Treasury Securities or other instruments backed by the Full
11 Faith & Credit of the United States Government or an Agency thereof, or fully insured by the
12 United States Government or an Agency thereof and shall reinvest the proceeds of these
13 instruments as they mature in similar instruments at their then-current market rates. All risks
14 related to the investment of the Settlement Fund in accordance with the investment guidelines set
15 forth in this paragraph shall be borne by the Settlement Fund, and the Released Defendant Parties
16 shall have no responsibility for, interest in, or liability whatsoever with respect to investment
17 decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.
18 The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released
19 Defendant Parties and their counsel harmless for the actions of the Escrow Agent.

20 2.7 The Escrow Agent shall not disburse the Settlement Fund except as provided in this
21 Stipulation, by an order of the Court, or with the prior written agreement of Defendants' Counsel.

22 2.8 Subject to further order(s) and/or directions as may be made by the Court, or as
23 provided in this Stipulation, the Escrow Agent is authorized to execute such transactions as are
24 consistent with the terms of this Stipulation. The Released Defendant Parties shall have no
25 responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow
26 Agent, or any transaction executed by the Escrow Agent. The Escrow Agent, through the
27 Settlement Fund, shall indemnify and hold each of the Released Defendant Parties and their
28 counsel harmless for any transaction executed by the Escrow Agent.

1 2.9 All funds held by the Escrow Agent shall be deemed and considered to be in
2 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time
3 as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

4 2.10 The costs of the notice and administration expenses, including, but not limited to,
5 the fees and expenses of the Claim Administrator, providing notice of the Settlement to the Class
6 by mail, publication, and other means, locating Class Members, assisting with the submission of
7 Claims, processing Proof of Claim and Release forms, administering the Settlement, and paying
8 escrow taxes, fees and costs, if any (“Notice and Administration Expenses”) shall be borne
9 exclusively by the Settlement Fund. In the event the Settlement does not become Final or is
10 terminated for any reason, Lead Plaintiff’s Counsel shall have no obligation to reimburse the
11 Settlement Fund for any Notice and Administration Expenses paid or incurred, as set forth herein.
12 The payment of all Notice and Administration Expenses shall be subject to approval by the Court.

13 2.11 It shall be Lead Counsel’s responsibility to disseminate the Notice, Proof of Claim
14 and Release, and Summary Notice to the Class in accordance with this Stipulation and as ordered
15 by the Court with the assistance of the Claims Administrator. The Released Defendant Parties
16 shall have no responsibility for or liability whatsoever with respect to the Notice and
17 Administration Expenses, nor shall they have any responsibility or liability whatsoever for any
18 claims with respect thereto. The Escrow Agent through the Settlement Fund shall indemnify and
19 hold each of the Released Defendant Parties and their counsel harmless for any Notice and
20 Administration Expenses.

21 **c. Taxes**

22 2.12 The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as
23 being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, and
24 the regulations promulgated thereunder. The Settling Parties and the Escrow Agent further agree
25 that the Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction
26 within the meaning of Treas. Reg. §1.468B-1(c)(1). In addition, the Escrow Agent shall timely
27 make such elections as necessary or advisable to carry out the provisions of this ¶2.12, including
28 the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted

1 date. Such elections shall be made in compliance with the procedures and requirements contained
2 in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly
3 prepare and deliver the necessary documentation for signature by all necessary parties, and
4 thereafter to cause the appropriate filing to occur.

5 (a) For the purpose of §1.468B of the Internal Revenue Code of 1986, as
6 amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas.
7 Reg. §1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly
8 file all informational and other federal, state, or local tax returns necessary or advisable with
9 respect to the earnings on the Settlement Fund (including, without limitation, the returns described
10 in Treas. Reg. §1.468B-2(k)). Such returns (as well as the elections described in ¶2.12(a) hereof)
11 shall be consistent with this ¶2.12 and in all events shall reflect that all Taxes (including any
12 estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid
13 out of the Settlement Fund as provided in ¶2.12(b) hereof.

14 (b) All (i) Taxes (including any estimated Taxes, interest, or penalties) arising
15 with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments
16 that may be imposed upon the Released Defendant Parties or their counsel with respect to any
17 income earned by the Settlement Fund for any period, after the deposit of the Settlement Amount,
18 during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or
19 state income tax purposes, and (ii) expenses and costs incurred in connection with the operation
20 and implementation of this ¶2.12 (including, without limitation, expenses of tax attorneys and/or
21 accountants and mailing and distribution costs and expenses relating to filing (or failing to file)
22 the returns described in this ¶2.12) (“Tax Expenses”), shall be paid out of the Settlement Fund; in
23 all events the Released Defendant Parties and their counsel shall have no liability or responsibility
24 whatsoever for the Taxes or the Tax Expenses. The Escrow Agent, through the Settlement Fund,
25 shall indemnify and hold each of the Released Defendant Parties and their counsel harmless for
26 Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such
27 indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a
28 cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of

1 the Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized
2 (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized
3 Claimants any funds necessary to pay such amounts, including the establishment of adequate
4 reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be
5 withheld under Treas. Reg. §1.468B-2(l)(2)); neither the Released Defendant Parties nor their
6 counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The
7 Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys
8 and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.12.

9 2.13 This is not a claims-made settlement. As of the Effective Date, the Released
10 Defendant Parties, and/or any other Person funding the Settlement on their behalf, shall not have
11 any right to the return of the Settlement Fund or any portion thereof for any reason, and shall not
12 have liability should Claims made exceed the amount available in the Settlement Fund for payment
13 of such Claims. The Released Defendant Parties shall not be liable for the loss of any portion of
14 the Settlement Fund, nor have any liability, obligation, or responsibility for the payment of Claims,
15 Taxes, legal fees, or any other expenses payable from the Settlement Fund.

16 **d. Termination of Settlement**

17 2.14 In the event that this Stipulation is not approved or the Settlement is not approved,
18 or is terminated, canceled, or the Effective Date otherwise fails to occur for any reason, including,
19 without limitation, in the event the Judgment is reversed or vacated or altered following any appeal
20 taken therefrom, or is successfully collaterally attacked, the Settlement Fund less Notice and
21 Administration Expenses or Taxes or Tax Expenses paid, incurred, or due and owing pursuant to
22 ¶¶2.10 and 2.12 hereof in connection with the Settlement provided for herein, shall be refunded
23 pursuant to written instructions from Defendants' Counsel subject to and in accordance with ¶7.5
24 herein.

25 **3. Preliminary Approval Order and Settlement Hearing**

26 3.1 Promptly following execution of this Stipulation, Lead Counsel shall submit this
27 Stipulation together with its Exhibits to the Court and shall apply for entry of a Preliminary
28 Approval Order, requesting, *inter alia*, certification of the Class for settlement purposes, the

1 preliminary approval of the Settlement set forth in this Stipulation, and approval for the mailing
2 of a settlement notice (the “Notice”) and publication of a summary notice (“Summary Notice”),
3 substantially in the forms of Exhibits A-1 and A-3 attached hereto.

4 3.2 With ten (10) business days after entry of the Preliminary Approval Order,
5 Defendants shall use their best efforts to provide the Claims Administrator, at no cost to Lead
6 Plaintiff or the Class, reasonably available transfer records in electronic searchable form, such as
7 Excel, containing the names and addresses of record holders who purchased Allied common stock
8 during the Class Period. It shall be solely Lead Counsel’s responsibility to disseminate the Notice
9 and Summary Notice to the Class in accordance with this Stipulation and as ordered by the Court.
10 Class Members shall have no recourse as to the Released Defendant Parties with respect to any
11 claims they may have that arise from any failure of the notice process.

12 **4. Releases**

13 4.1 Upon the Effective Date, as defined in ¶1.10 hereof, Lead Plaintiff shall, and each
14 and every Releasing Plaintiff Party shall be deemed to have, and by operation of the Judgment
15 shall have, fully, finally, and forever waived, released, relinquished, discharged, and dismissed
16 each and every one of the Released Claims against each and every one of the Released Defendant
17 Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or
18 maintaining any and all of the Released Claims against any and all of the Released Defendant
19 Parties, whether or not such Releasing Plaintiff Party executes and delivers the Proof of Claim and
20 Release or shares in the Net Settlement Fund. Claims to enforce the terms of this Stipulation are
21 not released.

22 4.2 Any Proof of Claim and Release that is executed by Class Members shall release
23 all Released Claims against the Released Defendant Parties and shall be substantially in the form
24 contained in Exhibit A-2 attached hereto.

25 4.3 Upon the Effective Date, the Releasing Plaintiff Parties will be forever barred and
26 enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other
27 proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting
28 the Released Claims against any of the Released Defendant Parties.

1 4.4 Upon the Effective Date, each of the Released Defendant Parties shall be deemed
2 to have, and by operation of the Judgment shall have, fully, finally, and forever released,
3 relinquished, and discharged all Released Defendants' Claims against Lead Plaintiff, the Class and
4 Lead Plaintiff's Counsel. Claims to enforce the terms of this Stipulation are not released.

5 **5. Administration and Calculation of Claims, Final Awards, and**
6 **Supervision and Distribution of the Settlement Fund**

7 5.1 The Claims Administrator, subject to such supervision and direction of Lead
8 Counsel and the Court as may be necessary or as circumstances may require, shall administer and
9 calculate the Claims submitted by Class Members and shall oversee distribution of the Net
10 Settlement Fund to Authorized Claimants. Other than Defendants' obligation to use their best
11 efforts to provide Allied securities holders' records as provided in ¶3.2 above, the Released
12 Defendant Parties and Defendants' Counsel shall have no responsibility for or interest in
13 whatsoever with respect to the administration of the Settlement or the actions or decisions of the
14 Claims Administrator, and shall have no liability whatsoever to the Releasing Plaintiff Parties,
15 including Lead Plaintiff, any other Class Members, or Lead Plaintiff's Counsel, in connection with
16 such administration, including, but not limited to: (i) any act, omission, or determination by Lead
17 Plaintiff's Counsel, the Escrow Agent, and/or the Claims Administrator, or any of their respective
18 designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the
19 management or investment of the Settlement Fund or the Net Settlement Fund, or the distribution
20 of the Net Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration,
21 calculation, or payment of any Claims asserted against the Settlement Fund; (v) any losses suffered
22 by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any
23 taxes, expenses, and/or costs incurred with the taxation of the Settlement Fund or the filing of any
24 federal, state, or local returns.

25 5.2 The Settlement Fund shall be applied as follows:

- 26 (a) to pay the Taxes and Tax Expenses;
- 27 (b) to pay attorneys' fees and expenses of Lead Plaintiff's Counsel and to pay
28 any award to Lead Plaintiff for his reasonable costs and expenses (including lost wages) pursuant

1 to 15 U.S.C. §78u-4(a)(4), if and to the extent allowed by the Court (the “Fee and Expense
2 Award”);

3 (c) to pay all Notice and Administration Expenses; and

4 (d) after the Effective Date, to distribute the Net Settlement Fund to Authorized
5 Claimants as provided by the Plan of Allocation as approved by the Court and/or further orders of
6 the Court.

7 5.3 The Released Defendant Parties shall have no responsibility for, interest in, or
8 liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of
9 Allocation, the determination, administration, or calculation of Claims, the payment or
10 withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person
11 shall have any claim of any kind against the Released Defendant Parties with respect to the matters
12 set forth in ¶¶5.1-5.4 hereof; and the Releasing Plaintiff Parties release the Released Defendant
13 Parties from any and all liability and claims arising from or with respect to the administration,
14 investment, or distribution of the Settlement Fund.

15 5.4 No Person shall have any claim against the Released Defendant Parties, Lead
16 Plaintiff, Lead Plaintiff’s Counsel or the Claims Administrator, or any other Person designated by
17 Lead Counsel based on determinations or distributions made substantially in accordance with the
18 Plan of Allocation as approved by the Court or further order(s) of the Court.

19 **6. Lead Plaintiff’s Counsel’s Attorneys’ Fees and Expenses**

20 6.1 Lead Counsel may submit an application or applications (the “Fee and Expense
21 Application”) from the Settlement Fund for: (a) an award of attorneys’ fees; plus (b) expenses or
22 charges in connection with prosecuting the Litigation; plus (c) any interest earned on such
23 attorneys’ fees and expenses at the same rate and for the same periods as earned by the Settlement
24 Fund (until paid) as may be awarded by the Court. An application for fees and expenses may
25 include a request for reimbursement of Lead Plaintiff’s reasonable costs and expenses in
26 connection with his representation of the Class pursuant to 15 U.S.C. §78u-4(a)(4), and Fed. R.
27 Civ. P. 23(h) and 54(d)(2). Lead Counsel reserves the right to make additional applications for
28

1 fees and expenses incurred in connection with facilitating finality of the Settlement and
2 administration of the Settlement.

3 6.2 Any fees and expenses, as awarded by the Court, shall be paid to Lead Counsel
4 from the Settlement Fund, as ordered, following the Court's entry of the Judgment and an order
5 awarding such fees and expenses, notwithstanding the existence of any timely filed objections
6 thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Settlement
7 or any part thereof. Lead Counsel shall thereafter allocate the attorneys' fees among Lead
8 Plaintiff's Counsel in a manner in which Lead Counsel in good faith believes reflects the
9 contributions of such counsel to the initiation, prosecution, and resolution of the Litigation.

10 6.3 In the event that the Effective Date does not occur, or the Judgment or the order
11 making the Fee and Expense Award is reversed or modified, or this Stipulation is canceled or
12 terminated for any other reason, then Lead Counsel, including its partners and/or shareholders, and
13 all Lead Plaintiff's Counsel, including their law firms, partners, and/or shareholders, who have
14 received any portion of the Fee and Expense Award pursuant to ¶6.2 shall, within five (5) business
15 days from receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction,
16 refund to the Settlement Fund any and all fees and expenses that have been paid to such Lead
17 Counsel or Lead Plaintiff's Counsel from the Settlement Fund, except as provided in ¶2.10, in an
18 amount consistent with such reversal, modification, cancellation or termination, together with
19 interest on such amounts at the rates earned by the Settlement Fund during the same period of time.
20 Any refunds required pursuant to ¶6.3 shall be the several obligation of Lead Counsel or Lead
21 Plaintiff's Counsel, including in each instance collectively their law firms, partners, and/or
22 shareholders. Each such Lead Counsel or Lead Plaintiff's Counsel receiving fees and expenses
23 pursuant to ¶6.2, as a condition of receiving such fees and expenses, on behalf of itself and each
24 partner and/or shareholder of it, agrees that (a) such Person and its partners, shareholders, and/or
25 members are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of
26 this paragraph, and (b) such Person and its partners, shareholders, and/or members are jointly and
27 severally liable for the full amount of all fees, expenses, and costs paid to such Lead Counsel or
28 Lead Plaintiff's Counsel from the Settlement Fund, plus interest. Without limitation, Lead

1 Counsel and Lead Plaintiff's Counsel and their partners, shareholders, and/or members agree that
2 the Court may, upon application of Defendants and notice to Lead Counsel and Lead Plaintiff's
3 Counsel, summarily issue orders, including, but not limited to, judgments and attachment orders,
4 and may make appropriate findings of or sanctions for contempt, should such law firms or their
5 partners, shareholders, or members fail to timely repay fees and expenses pursuant to this
6 paragraph.

7 6.4 The procedure for and the allowance or disallowance by the Court of any
8 applications by any Lead Plaintiff's Counsel for attorneys' fees and expenses to be paid out of the
9 Settlement Fund is not a condition of the Settlement set forth in this Stipulation, and is to be
10 considered by the Court separately from the Court's consideration of the fairness, reasonableness,
11 and adequacy of the Settlement set forth in this Stipulation, and shall have no effect on the terms
12 of the Stipulation or on the validity or enforceability of this Settlement. The approval of the
13 Settlement, and it becoming Final, shall not be contingent on the award of attorneys' fees and
14 expenses, any award to Lead Plaintiff, Lead Counsel, or Lead Plaintiff's Counsel, or any appeals
15 from such awards. Any order or proceeding relating to the Fee and Expense Application, or any
16 appeal from any order relating thereto or reversal or modification thereof, shall not operate to
17 terminate or cancel this Stipulation, or affect or delay the finality of the Judgment approving this
18 Stipulation and the Settlement of the Litigation set forth therein.

19 6.5 Any fees and/or expenses awarded by the Court shall be paid solely from the
20 Settlement Fund. With the sole exception of Defendants' obligation to cause the Settlement
21 Amount to be paid into the Escrow Account as provided for in ¶2.2, the Released Defendant Parties
22 shall have no responsibility for, and no liability whatsoever with respect to, any payment of
23 attorneys' fees and/or expenses (including Taxes) to Lead Counsel or Lead Plaintiff's Counsel, or
24 any other counsel or Person who receives payment from the Settlement Fund.

25 6.6 The Released Defendant Parties shall have no responsibility for, and no liability
26 whatsoever with respect to, the allocation among Lead Plaintiff's Counsel and/or any other Person
27 who may assert some claim thereto, of any Fee and Expense Award that the Court may make in
28 the Litigation.

1 6.7 The Released Defendant Parties shall have no responsibility for, and no liability
2 whatsoever with respect to, any attorneys' fees, costs, or expenses (including Taxes) incurred by
3 or on behalf of any Class Member, whether or not paid from the Escrow Account.

4 **7. Conditions of Settlement, Effect of Disapproval, Cancellation, or**
5 **Termination**

6 7.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all
7 of the following events:

8 (a) the Court has entered the Preliminary Approval Order directing notice to
9 the Class, as required by ¶3.1 hereof;

10 (b) the Settlement Amount has been deposited into the Escrow Account;

11 (c) the Court has entered the Judgment, or a judgment substantially in the form
12 of Exhibit B attached hereto; and

13 (d) the Judgment or a judgment substantially in the form of Exhibit B attached
14 hereto has become Final, as defined in ¶1.12 hereof.

15 7.2 Upon the Effective Date, any and all remaining interest or right of the Defendants
16 in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If the conditions
17 specified in ¶7.1 hereof are not met, then the Settlement shall be canceled and terminated subject
18 to ¶¶7.5, 7.6 and 7.7 hereof unless, within 14 calendar days, Lead Counsel and counsel for the
19 Defendants mutually agree in writing to proceed with the Settlement.

20 7.3 Lead Plaintiff and Defendants shall each have the right to terminate the Settlement
21 and this Stipulation by providing written notice of their election to do so ("Termination Notice")
22 to all other parties hereto within thirty (30) calendar days of: (a) the Court's refusal to enter the
23 Preliminary Approval Order; (b) the Court's refusal to approve this Stipulation; (c) the Court's
24 refusal to enter the Judgment; (d) the date upon which the Judgment is reversed or vacated or
25 altered following any appeal taken therefrom, or is successfully collaterally attacked; or (e) if the
26 occurrence of the Effective Date becomes impossible. For avoidance of doubt, no order of the
27 Court or modification or reversal on appeal of any order of the Court concerning the Plan of
28 Allocation or the amount of any attorney's fees, expenses, and interest awarded by the Court to

1 Lead Counsel or expenses to Lead Plaintiff shall operate to terminate or cancel this Stipulation or
2 constitute grounds for cancellation or termination of the Stipulation.

3 7.4 Defendants and Lead Plaintiff have entered into a confidential supplemental
4 agreement providing Defendants with the right to terminate this Stipulation and the Settlement in
5 the event Allied shareholders who purchased shares during the Class Period exceeding a specified
6 threshold timely elect to opt out of the Class (the “Opt-Out Threshold”). The Settling Parties do
7 not intend to submit that confidential supplemental agreement to the Court but will provide it to
8 the Court under seal in the event the Court requests to see it. Lead Counsel shall promptly provide
9 counsel for Defendants with copies of all notices received from putative Class Members who elect
10 to opt out of the Class, and shall provide counsel for Defendants with their calculation of the total
11 number of shares purchased during the Class Period by such Persons seeking to be excluded from
12 the Class no later than 21 days prior to the Settlement Hearing. Defendants may exercise their
13 right to terminate this Stipulation and the Settlement within 14 days of notice from Lead Counsel
14 that the Opt Out Threshold has been met or exceeded.

15 7.5 Unless otherwise ordered by the Court, in the event this Stipulation is not approved
16 or this Stipulation or the Settlement is terminated, or canceled, or the Effective Date otherwise
17 fails to occur for any reason, including, without limitation, in the event the Judgment is reversed
18 or vacated or altered following any appeal taken therefrom, or is successfully collaterally attacked,
19 within ten (10) business days after written notification of such event is sent by Defendants’
20 Counsel or Lead Counsel to the Escrow Agent, the Settlement Fund, less Taxes, Tax Expenses and
21 Notice and Administration Expenses which have either been disbursed pursuant to ¶¶2.10 and/or
22 2.12 hereof, or are chargeable to the Settlement Fund pursuant to ¶¶2.10 and/or 2.12 hereof, shall
23 be refunded by the Escrow Agent to the Persons who contributed to the Settlement Fund in
24 proportion to their respective contribution. Such refunds shall be pursuant to written instructions
25 from Defendants’ Counsel. The Escrow Agent or its designee shall apply for any tax refund owed
26 on the Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred
27 in connection with such application(s) for refund to the same Persons in the same manner as the
28

1 Settlement Fund described in this ¶7.5. Such payments shall be pursuant to written instructions
2 from Defendants' Counsel.

3 7.6 In the event that this Stipulation is not approved or this Stipulation or the Settlement
4 is terminated, canceled, or the Effective Date otherwise fails to occur for any reason, the Settling
5 Parties shall be restored to their respective positions in the Litigation as of October 10, 2019. In
6 such event, the terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.35, 2.8-2.10,
7 2.12-2.14, 6.3-6.4, 7.3-7.7 and 9.5 hereof, shall have no further force and effect with respect to the
8 Settling Parties and shall not be used in this Litigation or in any other proceeding for any purpose,
9 and any judgment or order entered by the Court in accordance with the terms of this Stipulation
10 shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on
11 appeal of any order of the Court concerning the Plan of Allocation or any Fee and Expense Award
12 shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or
13 termination of this Stipulation.

14 7.7 If the Effective Date does not occur, or if this Stipulation is terminated pursuant to
15 its terms, neither Lead Plaintiff nor Lead Plaintiff's Counsel shall have any obligation to repay any
16 amounts actually and necessarily disbursed in accordance with ¶¶2.10 or 2.12. In addition, any
17 amounts already incurred pursuant to ¶¶2.10 or 2.12 hereof at the time of such termination or
18 cancellation but which have not been paid, shall be paid by the Escrow Agent in accordance with
19 the terms of this Stipulation prior to the balance being refunded in accordance with ¶¶2.14 and 7.5
20 hereof.

21 **8. No Admission of Wrongdoing**

22 8.1 Neither the Settlement, this Stipulation (whether or not consummated), including
23 the Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation
24 that may be approved by the Court), the negotiations leading to the execution of this Stipulation
25 and the Settlement, nor any proceedings taken pursuant to or in connection with this Stipulation,
26 and/or approval of the Settlement (including any arguments proffered in connection therewith):

27 (a) shall be offered or received against any Defendant as evidence of or
28 construed as or deemed to be evidence of any presumption, concession, or admission by any

1 Defendant of the truth of any allegations by Lead Plaintiff or any Member of the Class or the
2 validity of any claim that has been or could have been asserted in the Litigation, or the deficiency
3 of any defense that has been or could have been asserted in the Litigation or in any other litigation,
4 including, but not limited to, litigation of the Released Claims, or of any liability, negligence, fault,
5 or wrongdoing of any kind of any of the Defendants or in any way referred to for any other reason
6 as against any of the Defendants, in any civil, criminal, or administrative action or proceeding,
7 other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

8 (b) shall be offered or received against any Defendant as evidence of a
9 presumption, concession, or admission of any fault, misrepresentations, or omission with respect
10 to any statement or written document approved or made by any Defendant, or against Lead Plaintiff
11 or any Member of the Class as evidence of any infirmity in the claims of Lead Plaintiff and the
12 Class;

13 (c) shall be offered or received against any Defendant as evidence of a
14 presumption, concession, or admission of any liability, negligence, fault, or wrongdoing, or in any
15 way referred to for any other reason as against any of the parties to this Stipulation, in any other
16 civil, criminal, or administrative action or proceeding; provided, however, that if this Stipulation
17 is approved by the Court, Defendants and their Related Parties may refer to it to effectuate the
18 release granted them hereunder; or

19 (d) shall be construed against Defendants, Lead Plaintiff, or the Class as
20 evidence of a presumption, concession or admission that the consideration to be given hereunder
21 represents the amount which could be or would have been recovered after trial or in any proceeding
22 other than this Settlement.

23 **9. Miscellaneous Provisions**

24 9.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this
25 agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and
26 implement all terms and conditions of this Stipulation and to exercise their best efforts to
27 accomplish the foregoing terms and conditions of this Stipulation.

28

1 9.2 The Settling Parties intend this Settlement to be a final and complete resolution of
2 all disputes between them with respect to the Litigation. The Settlement compromises all claims
3 that were or are contested and shall not be deemed an admission by any Settling Party as to the
4 merits of any claim or defense. The Judgment will contain a finding that, during the course of the
5 Litigation, the Settling Parties and their respective counsel at all times complied with the
6 requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the Settlement
7 Amount and the other terms of the Settlement were negotiated in good faith by the Settling Parties,
8 and reflect a settlement that was reached voluntarily after consultation with competent legal
9 counsel.

10 9.3 The Settling Parties and their counsel agree not to assert in any statement made to
11 any media representative (whether or not for attribution) that the Litigation was commenced or
12 prosecuted by Lead Plaintiff or defended by Defendants in bad faith or without a reasonable basis,
13 nor will they deny that the Litigation was commenced and prosecuted and defended in good faith
14 and is being settled voluntarily after consultation with competent legal counsel. In all events,
15 Settling Parties and their counsel shall not make any accusations of wrongful or actionable conduct
16 by any party concerning the prosecution, defenses and resolution of the Litigation, and shall not
17 otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.
18 The Settling Parties reserve their right to rebut, in a manner that such party determines to be
19 appropriate, any contention made in any public forum regarding the Litigation, including that the
20 Litigation was brought or defended in bad faith or without a reasonable basis.

21 9.4 Defendants and/or the Released Defendant Parties may file this Stipulation and/or
22 the Judgment from this action in any other action that may be brought against them in order to
23 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
24 statute of limitations, statute of repose, good faith settlement, judgment bar or reduction, or any
25 theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate
26 any liability protection under any applicable insurance policy. The Settling Parties may file this
27 Stipulation and/or the Judgment in any action that may be brought to enforce the terms of this
28

1 Stipulation and/or Judgment. All Settling Parties submit to the jurisdiction of the Court for
2 purposes of implementing and enforcing the Settlement.

3 9.5 All agreements made and orders entered during the course of the Litigation relating
4 to the confidentiality of information shall survive this Stipulation.

5 9.6 All of the Exhibits to this Stipulation are material and integral parts hereof and are
6 fully incorporated herein by this reference.

7 9.7 This Stipulation, along with its Exhibits, may be amended or modified only by a
8 written instrument signed by or on behalf of all Settling Parties or their respective successors-in-
9 interest.

10 9.8 This Stipulation and Exhibits attached hereto constitute the entire agreement among
11 the Settling Parties as to the subject matter hereof and supersede any prior or contemporaneous
12 written or oral agreements or understandings between the Settling Parties. No representations,
13 warranties, or inducements have been made to any party concerning this Stipulation or its Exhibits
14 other than the representations, warranties, and covenants contained and memorialized in such
15 documents.

16 9.9 Except as otherwise provided herein, each party shall bear his, her, or its own fees
17 and costs.

18 9.10 Lead Counsel, on behalf of the Class, is expressly authorized by Lead Plaintiff to
19 take all appropriate action required or permitted to be taken by the Class pursuant to this Stipulation
20 to effectuate its terms and also is expressly authorized to enter into any modifications or
21 amendments to this Stipulation on behalf of the Class which it deems appropriate.

22 9.11 Each counsel or other Person executing this Stipulation, its Exhibits, or any related
23 Settlement document, on behalf of any party hereto hereby warrants that such Person has the full
24 authority to do so, and that they have the authority to take appropriate action required or permitted
25 to be taken pursuant to the Stipulation to effectuate its terms, without requiring additional consent,
26 approval, or authorization of any other Person, board, entity, tribunal, or other regulatory or
27 governmental authority.

28

1 9.12 This Stipulation may be executed in one or more counterparts. All executed
2 counterparts and each of them shall be deemed to be one and the same instrument. A complete set
3 of executed counterparts shall be filed with the Court. Signatures sent by facsimile or e-mail shall
4 be deemed originals.

5 9.13 All notices, requests, demands, claims, and other communications hereunder shall
6 be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii)
7 one (1) business day after being sent to the recipient by reputable overnight courier service
8 (charges prepaid) and by email, or (iii) seven (7) business days after being mailed to the recipient
9 by certified or registered mail, return receipt requested and postage prepaid, and addressed to the
10 intended recipient as set forth below:

11 If to Lead Plaintiff or to Lead Counsel:

12 BROWER PIVEN, A Professional Corporation
13 CHARLES J. PIVEN
14 3704 North Charles Street, #1301
15 Baltimore, MD 21218

16 If to the Defendants or Defendants' Counsel:

17 SULLIVAN & CROMWELL LLP
18 Robert A. Sacks
19 1888 Century Park East, Suite 2100
20 Los Angeles, CA 90067

21 -and-

22 SULLIVAN & CROMWELL LLP
23 Laura K. Oswell
24 1870 Embarcadero Road
25 Palo Alto, CA 94303

26 9.14 This Stipulation shall be binding upon, and inure to the benefit of, the successors
27 and assigns of the Settling Parties.

28 9.15 The Court shall retain jurisdiction with respect to implementation and enforcement
of the terms of this Stipulation, and all Settling Parties submit to the jurisdiction of the Court for
purposes of implementing and enforcing the Settlement embodied in this Stipulation and matters
related to the Settlement.

 9.16 Any action arising under or to enforce this Stipulation or any portion thereof, shall

1 be brought, in the first instance, to Jed Melnick, Esq., and if no mutually agreeable resolution is
2 reached, then it shall be pursued only in the Court.

3 9.17 The waiver by one Settling Party of any breach of this Stipulation by any other
4 party shall not be deemed a waiver by any other Settling Party or a waiver of any other prior or
5 subsequent breach of this Stipulation.

6 9.18 Pending approval of the Court of this Stipulation and its Exhibits, all proceedings
7 in this Litigation shall be stayed and all Members of the Class shall be barred and enjoined from
8 prosecuting any of the Released Claims against any of the Released Defendant Parties.

9 9.19 This Stipulation and its Exhibits shall be considered to have been negotiated,
10 executed and delivered, and to be wholly performed, in the State of Nevada and the rights and
11 obligations of the parties to the Stipulation shall be construed and enforced in accordance with,
12 and governed by, the internal, substantive laws of the State of Nevada without giving effect to its
13 choice-of-law principles, except to the extent that federal law requires that federal law govern.

14 9.20 The headings herein are used for the purpose of convenience only and are not meant
15 to have legal effect.

16 9.21 This Stipulation shall not be construed more strictly against one party than another
17 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of
18 the Settling Parties, it being recognized that it is the result of arm's-length negotiations between
19 the Settling Parties and the Settling Parties have contributed substantially and materially to the
20 preparation of this Stipulation.

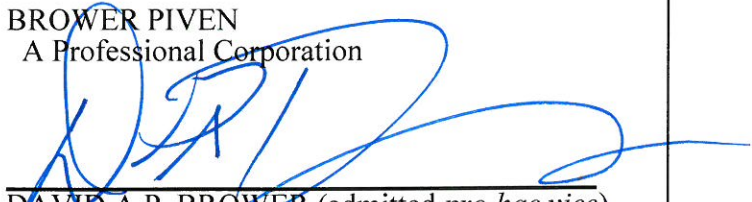
21 9.22 Nothing in the Stipulation, or the negotiations relating thereto, is intended to or
22 shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without
23 limitation, attorney-client privilege, joint defense privilege, or work product protection.

24 9.23 Unless otherwise provided, the Settling Parties may agree to reasonable extensions
25 of time to carry out any of the provisions of this Stipulation without further order of the Court.

26 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed,
27 by their duly authorized attorneys, dated January 24, 2020.

28

1 BROWER PIVEN
2 A Professional Corporation

3 
4 DAVID A.P. BROWER (admitted *pro hac vice*)
5 136 Madison Avenue, 5th Floor
6 New York, NY 10016
7 Telephone: 212-501-9000
8 Facsimile: 212-501-0300
9 brower@browerpiven.com

10 BROWER PIVEN
11 A Professional Corporation
12 CHARLES J. PIVEN (admitted *pro hac vice*)
13 3704 North Charles Street, #1301
14 Baltimore, MD 21218
15 Telephone: 410-332-0030
16 Facsimile: 410-685-1300
17 piven@browerpiven.com

18 *Lead Counsel for Lead Plaintiff and the Class*

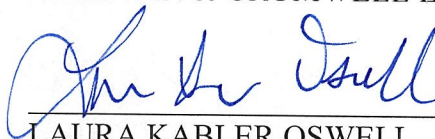
19 ROBBINS GELLER RUDMAN
20 & DOWD LLP
21 SAMUEL H. RUDMAN (admitted *pro hac vice*)
22 JOSEPH RUSSELLO (admitted *pro hac vice*)
23 WILLIAM J. GEDDISH (admitted *pro hac vice*)
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Additional Counsel for Lead Plaintiff and the Class

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Telephone: (702) 907-0097
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martin@muckleroylunt.com

Liaison Counsel for Lead Plaintiff and the Class

1 SULLIVAN & CROMWELL LLP

2 

3 LAURA KABLER OSWELL

4 (admitted *pro hac vice*)

5 DUNCAN SIMPSON LAGOY

6 (admitted *pro hac vice*)

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8 Palo Alto, CA 94303

9 oswell@sullcrom.com

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11 DICKINSON WRIGHT PLLC

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13 BRIAN R. IRVINE (SBN 7758)

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15 110 West Liberty Street, Suite 940

16 Reno, Nevada 89501

17 Telephone: 775/343-7500

18 775/786-0131 (fax)

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21 awebster@dickinson-wright.com

22 SULLIVAN & CROMWELL LLP

23 ROBERT A. SACKS (admitted *pro hac vice*)

24 1888 Century Park East

25 Los Angeles, CA 90067

26 Telephone: 310/712-6600

27 310/712-8800 (fax)

28 sacksr@sullcrom.com

*Attorneys for Defendants Scott A. Caldwell,
Robert M. Buchan, Randy E. Buffington, and
Stephen M. Jones*

EXHIBIT A

1 MUCKLEROY LUNT, LLC
MARTIN A. MUCKLEROY
2 Nevada Bar No. 009634
6077 S. Fort Apache Road, Suite 140
3 Las Vegas, Nevada 89148
Telephone: (702) 907-0097
4 Facsimile: (702) 938-4065
martin@muckleroylunt.com
5

6 *Counsel for Lead Plaintiff Andrey Slomnitsky
and Liaison Counsel for the Class*

7 [Additional counsel appear on signature page.]

8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA

10 In re ALLIED NEVADA GOLD CORP.,) Case No. 3:14-cv-00175-LRH-WGC
11 SECURITIES LITIGATION)
) CLASS ACTION
12 _____)
13 This Document Relates To:) **[PROPOSED] ORDER GRANTING**
) **PRELIMINARY APPROVAL OF**
14 ALL ACTIONS.) **PROPOSED SETTLEMENT, GRANTING**
) **CONDITIONAL CLASS**
15) **CERTIFICATION, AND**
) **PROVIDING FOR NOTICE TO THE**
16 _____) **CLASS**

17 This above-entitled action (the “Action”) comes before this Court (the “Court”) on Lead
18 Plaintiff’s Motion for: (1) Preliminary Approval of Proposed Settlement; (2) Certification of the
19 Class for Purposes of Settlement; (3) Approval of Notice to the Class; and (4) Scheduling of a
20 Settlement Hearing (“Motion”) and on the Stipulation of Settlement dated January 24, 2020
21 (“Stipulation”) entered into by Lead Plaintiff and the Defendants in the Action. The Court has
22 reviewed the Motion, the Memorandum, and the Stipulation with the attached exhibits, which set
23 forth the terms and conditions for a proposed settlement of and for dismissal of the Action with
24 prejudice, upon the terms and conditions of the Stipulation, and finds that the Motion should be
25 granted.
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1 All defined terms used in this Order shall have the same meanings as set forth in the
2 Stipulation unless expressly indicated otherwise herein.

3 **NOW, THEREFORE**, the Court hereby **ORDERS**:

4 1. The Court does hereby preliminarily approve the Stipulation and the Settlement set
5 forth therein, including the releases contained therein, as being fair, reasonable, and adequate as
6 to the Class Members, subject to further consideration at the Settlement Hearing described below.

7 Therefore, the motion for preliminary approval of the proposed Settlement is **GRANTED**.

8
9 2. For purposes of settlement only, pursuant to Fed. R. Civ. P. 23(a) and (b)(3), the
10 Court hereby certifies a Class consisting of all Persons who purchased Allied common stock in the
11 United States or on a securities exchange in the United States during the Class Period. Excluded
12 from the Class are: (i) Allied, its predecessors, successors, and subsidiaries; (ii) Defendants; (iii)
13 the officers and directors of Allied during the Class Period; (iv) members of the immediate families
14 of any Defendant; (v) any firm, trust, corporation, or entity in which any Defendant has a
15 controlling interest; and (vi) the heirs, successors, and assigns of any Person excluded from the
16 Class pursuant to Paragraph 1.5 of the Stipulation. Also excluded from the Class is any Class
17 Member who validly and timely requests exclusion in accordance with the requirements set by the
18 Court.

19
20 3. Solely for the purposes of effectuating the Settlement, the Court finds and
21 concludes that the requirements of Fed. R. Civ. P. 23(a) and 23(b)(3) of the Federal Rules of Civil
22 Procedure have been satisfied, as follows:

- 23
24 (a) the members of the Class are so numerous that joinder of all members
25 is impracticable;
26 (b) there are questions of law and fact common to the Class;

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- (c) the claims and defenses of the representative parties are typical of the Class;
- (d) the representative parties will fairly and adequately protect the interests of the Class; and
- (e) the Action satisfies the requirements of Fed. R. Civ. P. 23(b)(3) in that there are questions of law and fact common to the members of the Class that predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Solely for the purposes of effectuating the Settlement, the Court finds that Lead Plaintiff Andrey Slomnitsky possesses claims that are typical of the claims of Class Members and that he has and will adequately represent the interest of Class Members, and the Court appoints him as the representatives of the Class and appoints Lead Counsel, Brower Piven, A Professional Corporation, as counsel for the Class.

5. If for any reason the Settlement does not receive Final Court Approval, the Stipulation, including any amendment(s) thereof, and this Order certifying the Class solely for purposes of the Settlement shall, without the need for further action by the Court or any of the Lead Plaintiff and Defendants, be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity. Each party shall be restored to his, her or its respective position as it existed as of October 10, 2019. In such circumstances, each of the parties shall retain its currently existing rights to seek or to object to the certification of this litigation as a class action under Fed. R. Civ. P. 23, or any state or federal rule, statute, law, or provision, and to contest and appeal any

1 grant or denial of certification in this litigation or in any other litigation on any other grounds.

2 6. A hearing (“Settlement Hearing”) shall be held before this Court on
3 _____, 2020, at _____ .m. (Pacific) for the following purposes:

4 (a) to determine whether the Court should grant final certification to the Class
5 pursuant to Fed. R. Civ. P. 23(a) and (b)(3);

6 (b) to determine whether the proposed Settlement of the Action on the terms
7 and conditions provided for in the Stipulation is fair, reasonable, and
8 adequate to the Class and should be approved by the Court;

9 (c) to determine whether a Judgment should be entered;

10 (d) to determine whether the proposed Plan of Allocation for the proceeds of
11 the Settlement is fair and reasonable, and should be approved by the Court;

12 (e) to determine whether any applications by Lead Counsel for an award of
13 attorneys’ fees and/or litigation expenses should be approved;

14 (f) to determine whether an award of reasonable costs and expenses to Lead
15 Plaintiff directly relating to his representation of the Class should be
16 approved; and

17 (g) to rule upon such other matters as the Court may deem appropriate.
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20 6. The Court approves, as to form and content, the Notice of Pendency and Proposed
21 Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of
22 Claim”), and the Summary Notice of Proposed Settlement of Class Action (the “Summary
23 Notice”) for publication, annexed as Exhibits 1-3 hereto, and finds that the mailing and distribution
24 of the Notice and publishing of the Summary Notice in the manner and form set forth in this Order
25 meet the requirements of Fed. R. Civ. P. 23, the Securities Exchange Act of 1934, 15 U.S.C. §78u-
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1 4(a)(7), as amended, including the Private Securities Litigation Reform Act of 1995, and due
2 process, and is the best notice practicable under the circumstances, and shall constitute due and
3 sufficient notice to all Persons and entities entitled to notice.

4 7. Defendants are required to serve the notice required under the Class Action Fairness
5 Act of 2005, 28 U.S.C. §1715 et seq. (“CAFA”) no later than ten (10) calendar days following the
6 filing of the Stipulation with the Court. Counsel for Defendants shall, at or before the Final
7 Approval Hearing, file with the Court proof of compliance with CAFA.

8 8. Epiq Class Action and Claims Solutions, Inc. (“Claims Administrator”) is hereby
9 appointed, under the supervision of Lead Counsel, to administer the notice procedure as well as
10 the processing of claims as more fully set forth below:

11 (a) With ten (10) business days after entry of the Preliminary Approval Order,
12 Defendants shall use their best efforts to provide the Claims Administrator, at no cost to Lead
13 Plaintiff or the Class, reasonably available transfer records in electronic searchable form, such as
14 Excel, containing the names and addresses of record holders who purchased Allied common stock
15 during the Class Period. It shall be solely Lead Counsel’s responsibility to disseminate the Notice
16 and Summary Notice to the Class in accordance with this Stipulation and as ordered by the Court.
17 Class Members shall have no recourse as to the Released Defendant Parties with respect to any
18 claims they may have that arise from any failure of the notice process.

19 (b) No later than fifteen (15) business days after entry of this Order, the Claims
20 Administrator shall cause a copy of the Notice, substantially in the form annexed hereto as Exhibit
21 A-1 and Proof of Claim, substantially in the form annexed hereto as Exhibit 3, to be mailed by
22 first class mail to all potential Class Members who can be identified with reasonable effort;

23 (c) The Claims Administrator shall cause the Summary Notice, in substantially
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1 the form annexed as Exhibit 3, to be published three (3) separate times, with no less than four (4)
2 business days between each publication, over the *PR Newswire* and/or similar national business-
3 oriented newswire(s), with such publication completed no later than twenty-eight (28) calendar
4 days after the mailing of the Notice; and

5 (d) No later than thirty (21) calendar days before the Settlement Hearing, Lead
6 Counsel shall cause proof, by affidavit or declaration, of such mailing and publishing to be filed
7 with the Court and served on Defendants' Counsel.
8

9 9. All banks, securities brokers and other nominees who purchased the common stock
10 of Allied for the beneficial ownership of Class Members during the Class Period shall send the
11 Notice to all beneficial owners of such Allied common stock within seven (7) calendar days after
12 receipt of the Notice from the Claims Administrator, or send a list of the names and addresses of
13 such beneficial owners to the Claims Administrator within seven (7) calendar days of receipt of
14 receipt of the Notice from the Claims Administrator, in which event the Claims Administrator shall
15 promptly mail the Notice to such beneficial owners. The Claims Administrator shall, if requested,
16 reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket
17 expenses incurred in providing notice to beneficial owners who are potential Class Members out
18 of the Settlement Fund, which expenses would not have been incurred except for the sending of
19 such Notice, subject to further order of this Court with respect to any dispute concerning such
20 compensation.
21

22 10. In order to be entitled to participate in the Net Settlement Fund, in the event the
23 Settlement is effected in accordance with the terms and conditions set forth in the Stipulation, each
24 Class Member shall take the following actions and be subject to the following conditions:
25

26 (a) A properly executed Proof of Claim, substantially in the form attached to
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1 the Notice, must be submitted to the Claims Administrator, at the Post Office Box indicated in the
2 Notice, postmarked or delivered no later than one hundred fifty (150) calendar days after entry of
3 this Order. Such deadline may be further extended by Court Order. Each Proof of Claim shall be
4 deemed to have been submitted when postmarked (if properly addressed and mailed by first class
5 mail, postage prepaid) provided such Proof of Claim is actually received prior to the motion for an
6 order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim
7 submitted in any other manner shall be deemed to have been submitted when it was actually
8 received at the address designated in the Notice. Any Class Member who does not submit a Proof
9 of Claim within the time provided for shall be barred from sharing in the distribution of the
10 proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but shall in other
11 respects be bound by the terms of the Stipulation. Notwithstanding the foregoing, Lead Counsel
12 shall have discretion to accept late-submitted claims for processing by the Claims Administrator
13 so long as the distribution of the Net Settlement Fund is not materially delayed thereby.

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16 (b) The Proof of Claim submitted by each Class Member must satisfy the
17 following conditions: (i) it must be properly completed, signed and submitted in a timely manner
18 in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by
19 adequate supporting documentation as are specified in the Proof of Claim and as are reasonably
20 available to the Authorized Claimant for the transactions reported therein, in the form of broker
21 confirmation slips, broker account statements, an authorized statement from the broker containing
22 the transactional information found in a broker confirmation slip, or such other documentation as
23 is deemed adequate by Lead Counsel; (iii) if the person executing the Proof of Claim is acting in
24 a representative capacity, a certification of his current authority to act on behalf of the Class
25 Member must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete
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1 and contain no material deletions or modifications of any of the printed matter contained therein
2 and must be signed under penalty of perjury.

3 (c) As part of the Proof of Claim, each Class Member shall submit to the
4 jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of
5 the Settlement) release all Released Claims as provided in the Stipulation.
6

7 11. All Class Members shall be bound by all determinations and judgments in this
8 Action, concerning the Settlement, including but not limited to the releases provided for in the
9 Stipulation, whether favorable or unfavorable, except those who are found by the Court to have
10 previously timely and validly requested exclusion from the Class. The Persons who request
11 exclusion from the Class will be excluded from the Class and shall have no rights under the
12 Stipulation, shall not be entitled to submit any Proof of Claim forms, shall not share in the
13 distribution of the Net Settlement Fund as described in the Stipulation and in the Notice, and shall
14 not be bound by the Stipulation or the Judgment entered as to the Defendants in the Action.
15

16 12. To request exclusion from the Class, a putative Class Member must send a letter,
17 postmarked or delivered, no later than one hundred and ten (110) calendar days after entry of this
18 Order to the Claims Administrator. For a request for exclusion to be valid, the putative Class
19 Member's request for exclusion must include the Class Member's name, current address, and day-
20 time and evening telephone numbers; the dates of all such Class Member's purchases and/or sales
21 of Allied common stock during the Class Period; the number of shares purchased and/or sold on
22 each such date; the prices paid and/or received for all such shares on each such date; and a clear
23 and unambiguous statement that such putative Class Member wishes to be excluded from the
24 Class. No further opportunity to request exclusion will be given in this Action. A Class Member's
25 failure to comply with the foregoing requirements for requesting exclusion from the Class will
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1 result in such request being invalid and ineffective.

2 13. Lead Counsel shall promptly provide Defendants' Counsel copies of all requests
3 for exclusion.

4 14. Pending final determination of whether the Stipulation should be approved, Lead
5 Counsel, Lead Plaintiff, and Class Members are barred and enjoined from commencing or
6 prosecuting any action asserting any Released Claims against any Released Defendant Party and
7 all proceedings in the Action shall be stayed until further order of this Court, except as may be
8 necessary to comply with the terms of the Stipulation, or implement the Settlement.

9
10 15. Any Class Member may enter an appearance in the Action, individually or, at their
11 own expense, through counsel of their own choice, in which case such counsel must file with the
12 Clerk of the Court and deliver to Lead Counsel and Defendants' Counsel a notice of such
13 appearance no later than one hundred and five (105) calendar days after entry of this Order. If they
14 do not enter an appearance, they will be represented by Lead Counsel.

15
16 16. All papers in support of the Settlement, the Plan of Allocation, Lead Counsel's
17 application for an award of attorneys' fees and reimbursement of litigation expenses to Lead
18 Plaintiff's Counsel, and Lead Plaintiff's request for an award for reasonable costs and expenses
19 shall be filed no later than seventy-five (75) calendar days after entry of this Order.

20
21 17. Any Class Member may appear and show cause, if he, she, or it has any, why the
22 proposed Settlement should not be approved as fair, reasonable, and adequate, why the Plan of
23 Allocation should not be approved as fair and equitable, why Lead Counsel's application for an
24 award of attorneys' fees and/or why Lead Counsel's application for an order reimbursing litigation
25 expenses should not be granted, and/or why Lead Plaintiff's request for an award for reasonable
26 costs and expenses should not be granted; provided, however, that no Person or entity shall be
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1 heard or entitled to contest such matters, unless that Person or entity has delivered by hand or sent
2 by first class mail written objections and copies of all papers and briefs any such Person and entity
3 wishes to submit in support of any such objection delivered or post-marked no later than one
4 hundred and ten (110) calendar days after entry of this Order to each of the following:

5 BROWER PIVEN
6 A Professional Corporation
7 Charles J. Piven
8 3704 North Charles Street, #1301
9 Baltimore, MD 21218

Lead Counsel for the Class

10 SULLIVAN & CROMWELL LLP
11 Robert A. Sacks
12 1888 Century Park East, Suite 2100
13 Los Angeles, CA 90067

Defendants' Counsel

14 Any Person that does not make his, her, or its objection in the manner provided in the Notice shall
15 be deemed to have waived such objection and shall forever be foreclosed from making any
16 objection to the fairness or adequacy of the proposed Settlement as set forth in the Stipulation,
17 unless otherwise ordered by the Court. Any papers in response to any such objections and/or in
18 further support of the above-noted motions shall be filed no later than ten (10) business days before
19 the Settlement Hearing.

20 18. All funds held by the Escrow Agent shall be deemed and considered to be *in*
21 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time
22 as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

23 19. All reasonable costs and expenses incurred in identifying and notifying Class
24 Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.

25 In the event the Settlement is not approved by the Court, or otherwise fails to become effective,
26 neither the Lead Plaintiff nor Lead Counsel shall have any obligation to repay any amounts
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1 reasonably incurred or disbursed pursuant to the Stipulation for costs and expenses of providing
2 notice and administration of the Settlement.

3 20. This Order, the Stipulation, and any of their terms, and all negotiations, discussions
4 and proceedings in connection with this Order and the Stipulation, shall not constitute evidence,
5 or an admission by any of the Defendants or the other Released Defendant Parties, that any acts of
6 wrongdoing have been committed and shall not be deemed to create any inference that there is any
7 liability on the part of any of the Defendants or any other Released Defendant Party. This Order,
8 the Stipulation, and any of their terms, and all negotiations, discussions and proceedings in
9 connection with this Order and the Stipulation, shall not be offered or received in evidence or used
10 for any other purpose in this or any other proceeding in any court, administrative agency,
11 arbitration tribunal, or other forum of any kind or character in the United States or any other
12 country except as necessary to enforce the terms of this Order and/or the Stipulation.
13
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15 21. The Court reserves the right to adjourn the date of the Settlement Hearing without
16 further notice to Class Members, and retains jurisdiction to consider all further applications arising
17 out of or connected with the proposed Settlement. The Court may approve the Settlement, with
18 such modifications as may be agreed to by the Lead Plaintiff and Defendants, if appropriate,
19 without further notice to the Class.
20

21 IT IS SO ORDERED.

22
23 DATED: _____

The Honorable Larry R. Hicks
United States District Judge
District of Nevada

1 MUCKLEROY LUNT, LLC
MARTIN A. MUCKLEROY
2 Nevada Bar No. 009634
6077 South Fort Apache Road, Suite 140
3 Las Vegas, Nevada 89148
Telephone: (702) 907-0097
4 Facsimile: (702) 938-4065
martin@muckleroylunt.com
5

6 *Counsel for Lead Plaintiff Andrey Slomnitsky*
and Liaison Counsel for the Class
7

8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA

10 In re ALLIED NEVADA GOLD CORP.,) Case No. 3:14-cv-00175-LRH-WGC
SECURITIES LITIGATION)
11 _____) CLASS ACTION
)
12 This Document Relates To:) NOTICE OF PENDENCY AND PROPOSED
) SETTLEMENT OF CLASS ACTION
13 ALL ACTIONS.)
) EXHIBIT A-1
14 _____)

15
16 **TO: ALL PERSONS WHO PURCHASED THE COMMON STOCK OF ALLIED**
17 **NEVADA GOLD CORP. (“ALLIED” OR THE “COMPANY”) IN THE**
18 **UNITED STATES OR ON A SECURITIES EXCHANGE IN THE UNITED**
19 **STATES DURING THE PERIOD BETWEEN JANUARY 18, 2013**
20 **THROUGH AND INCLUDING AUGUST 5, 2013, AND ARE NOT**
21 **OTHERWISE EXCLUDED FROM THE CLASS**

22 PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR
23 RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE
24 NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO
25 SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE.
26 TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST
27 SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF
28 CLAIM”) **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE**
_____, 2020.

24 This Notice of Pendency and Proposed Settlement of Class Action (“Notice”) has been sent
25 to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the
26 United States District Court for the District of Nevada (the “Court”). The purpose of this
27 Notice is to inform you of the pendency of this class action (the “Litigation”) between Lead
28 Plaintiff Andrey Slomnitsky and Defendants Scott Caldwell, Robert Buchan, Randy
Buffington and Stephen Jones (“Defendants”), the proposed \$14,000,000 settlement
reached therein (the “Settlement”), and of the hearing to be held by the Court to consider
the fairness, reasonableness and adequacy of the Settlement, as well as counsel’s

1 application for fees and expenses. This Notice describes what steps you may take in
2 relation to the Settlement and this class action.¹

3 This Notice is not intended to be, and should not be construed as, an expression of any
4 opinion by the Court with respect to the truth of the allegations in the Litigation as to any
5 of the Defendants or the merits of the claims or defenses asserted by or against the
6 Defendants. This Notice is solely to advise you of the proposed Settlement of the Litigation
7 and of your rights in connection therewith.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to be eligible to receive a payment from the Settlement. Proof of Claim forms must be postmarked or submitted online on or before _____, 2020.
EXCLUDE YOURSELF	Get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. Exclusions must be postmarked on or before _____, 2020.
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses. You will still be a Member of the Class. Objections must be received by the Court and counsel on or before _____, 2020. If you submit a written objection, you may (but do not have to) attend the hearing.
GO TO THE HEARING ON _____, 2020	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court and counsel on or before _____, 2020.
DO NOTHING	Receive no payment. You will, however, still be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

25 _____
26 ¹ All capitalized terms used in this Notice that are not otherwise defined herein shall
27 have the meanings provided in the Stipulation of Settlement dated January 24, 2020 (the
28 "Settlement Agreement" or "Stipulation"), which is available on the website
www._____.com.

1 **SUMMARY OF THIS NOTICE**

2 **Statement of Class Recovery**

3 Pursuant to the Settlement described herein, a \$14 million settlement has been
4 established. Based on Lead Plaintiff's estimate of the number of shares of Allied common
5 stock damaged during the Class Period, the average distribution per share under the Plan
6 of Allocation is approximately \$0.30 per share before deduction of any taxes on the income
7 earned on the Settlement Amount thereof, notice and administration costs, and the
8 attorneys' fees and expenses as determined by the Court. **Class Members should note,
9 however, that these are only estimates.** A Class Member's actual recovery will be a
10 proportion of the Net Settlement Fund determined by that claimant's claims as compared
11 to the total claims of all Class Members who submit acceptable Proofs of Claim. An
12 individual Class Member may receive more or less than this estimated average amount.
13 See Plan of Allocation set forth and discussed at pages ___ below for more information on
14 the calculation of your claim.

15 **Statement of Potential Outcome of Case**

16 The Settling Parties disagree on both liability and damages and do not agree on the
17 amount of damages that would be recoverable if the Class prevailed on each claim alleged.
18 Defendants deny that they are liable to the Class and deny that the Class has suffered any
19 damages. The issues on which the parties disagree are many, but include: (1) whether
20 Defendants engaged in conduct that would give rise to any liability to the Class under the
21 federal securities laws, or any other laws; (2) whether Defendants have valid defenses to
22 any such claims of liability; (3) the appropriate economic model for determining the
23 amount by which the price of Allied common stock was allegedly artificially inflated (if at
24 all) during the Class Period; (4) the amount, if any, by which the price of Allied common
25 stock was allegedly artificially inflated (if at all) during the Class Period; (5) the effect of
26 various market forces on the price of Allied common stock at various times during the
27 Class Period; (6) the extent to which external factors influenced the price of Allied common
28 stock at various times during the Class Period; (7) the extent to which the various matters
that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the price
of Allied common stock at various times during the Class Period; and (8) the extent to
which the various allegedly adverse material facts that Lead Plaintiff alleged were omitted
influenced (if at all) the price of Allied common stock at various times during the Class
Period.

29 **Statement of Attorneys' Fees and Expenses Sought**

30 Since the action's inception, Lead Plaintiff's Counsel have expended time and
31 effort in the prosecution of this Litigation on a wholly contingent basis and have advanced
32 the expenses of the Litigation in the expectation that if they were successful in obtaining a
33 recovery for the Class they would be paid from such recovery. Lead Plaintiff's Counsel
34 will apply to the Court for an award of attorneys' fees not to exceed thirty-three and one
35 third percent (33 1/3%) of the Settlement Amount, plus litigation expenses and costs not to
36 exceed \$450,000, plus interest earned on both amounts at the same rate as earned by the
37 Settlement Fund. If the amounts requested are approved by the Court, the average cost per
38

1 share of Allied common stock will be approximately \$0.19, and would be paid from the
2 Settlement Fund. In addition, Lead Plaintiff may seek payment for his time and expenses
3 incurred in representing the Class.

3 **Further Information**

4 For further information regarding the Litigation, this Notice or to review the
5 Stipulation of Settlement, please contact the Claims Administrator toll-free at
6 1-_____, or visit the website www._____.com.

7 You may also contact a representative of counsel for the Class:

8 BROWER PIVEN, A Professional Corporation
9 CHARLES J. PIVEN
10 3704 North Charles Street, #1301
11 Baltimore, MD 21218
12 piven@browerpiven.com

13 **Please Do Not Call the Court or Defendants with Questions About the Settlement.**

14 **Reasons for the Settlement**

15 Lead Plaintiff's principal reason for entering into the Settlement is the benefit to
16 the Class now, without further risk or the delays inherent in continued litigation. The cash
17 benefit under the Settlement must be considered against the significant risk that a smaller
18 recovery – or, indeed, no recovery at all – might be achieved after contested motions, trial,
19 and likely appeals, a process that could last several years into the future. For the
20 Defendants, who have denied and continue to deny all allegations of liability, fault, or
21 wrongdoing whatsoever, the principal reason for entering into the Settlement is to eliminate
22 the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex
23 cases such as this Litigation. Defendants have concluded that further conduct of this
24 Litigation could be protracted and distracting.

25 **BASIC INFORMATION**

26 **1. Why did I get this Notice package?**

27 This Notice was sent to you pursuant to an Order of a U.S. Federal Court because
28 you or someone in your family or an investment account for which you serve as custodian
may have purchased Allied common stock in the United States or on a securities exchange
in the United States during the period from January 18, 2013, through and including August
5, 2013 (“Class Period”).

This Notice explains the class action lawsuit, the Settlement, Class Members' legal
rights in connection with the Settlement, what benefits are available, who is eligible for
them, and how to get them.

The Court in charge of the Litigation is the United States District Court for the

1 District of Nevada, and the case is known as *In re Allied Nevada Gold Corp. Securities*
2 *Litigation*, No. 3:14-cv-00175-LRH-WGC. The case has been assigned to the Honorable
3 Larry R. Hicks. The individual representing the Class is the “Lead Plaintiff,” and the
4 individuals he sued and who have now settled are called the Defendants.

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

5 The initial complaint was filed in this Court on April 3, 2014. A subsequent
6 complaint was filed in this Court on April 29, 2014. On November 7, 2014, the Court
7 consolidated the actions (the “Litigation”) and appointed the Lead Plaintiff and Lead and
8 Liaison Counsel.

9 Lead Plaintiff’s Amended Consolidated Complaint for Violations of the Federal
10 Securities Laws (the “Complaint”), was filed on May 1, 2015. It alleged that Defendants
11 violated §§10(b) and 20(a) of the Securities Exchange Act of 1934 by issuing materially
12 false and misleading statements and omitting material information concerning Allied’s
13 business and operations.² Defendants contend that they did not make any false or
14 misleading statements identified in the Complaint and that they disclosed all information
15 required to be disclosed by the federal securities laws.

16 On September 29, 2015, Defendants moved to dismiss the Complaint. Lead
17 Plaintiff filed his opposition to the motion on December 15, 2015, and Defendants filed
18 their reply brief on February 1, 2016. The Court heard oral argument on the motion to
19 dismiss on March 30, 2016, and on August 8, 2016, the Court issued its Order Granting
20 Defendants’ Motion for Dismiss Without Prejudice.

21 Lead Plaintiff filed his Second Consolidated Amended Complaint for Violations of
22 the Federal Securities Laws (the “Amended Complaint”) on November 3, 2016.
23 Defendants contend that they did not make any false or misleading statements identified in
24 the Amended Complaint and that they disclosed all information required to be disclosed
25 by the federal securities laws. Defendants moved to dismiss the Amended Complaint on
26 January 25, 2017. Lead Plaintiff filed his opposition brief on March 22, 2017, and
27 Defendants filed their reply on May 17, 2017. On September 20, 2017, the Court issued
28 an Order dismissing the Amended Complaint with prejudice.

Lead Plaintiff filed a Notice of Appeal on October 16, 2017. The parties fully
briefed Lead Plaintiff’s appeal, and oral argument was held on November 15, 2018. On
November 29, 2018, the Ninth Circuit Court of Appeals issued an opinion reversing the
decision on the motion to dismiss, remanding the Litigation to the Court. Defendants’
petition for rehearing was denied on March 5, 2019.

On October 10, 2019, the Defendants and Lead Plaintiff participated in an in-person
mediation session with Jed Melnick, Esq., an experienced mediator. The mediation was
preceded by submission of mediation statements by the Settling Parties. The Settling
Parties engaged in arm’s-length negotiations during the mediation session, and reached an

² Allied filed for bankruptcy protection on March 10, 2015, and is no longer a
defendant in the Litigation.

1 agreement in principle to resolve the Litigation. The agreement included, among other
2 things, the Settling Parties' agreement to settle the Litigation in return for a cash payment
3 of \$14,000,000 for the benefit of the Class, subject to the negotiation of the terms of a
4 Stipulation of Settlement and approval by the Court. The Stipulation (together with the
5 Exhibits hereto) reflects the final and binding agreement between the Settling Parties.

6 Defendants deny each and all of the claims and contentions of wrongdoing alleged
7 by Lead Plaintiff in the Litigation. Defendants contend that they did not make any
8 materially false or misleading statements, that they disclosed all material information
9 required to be disclosed by the federal securities laws, and that any alleged misstatements
10 or omissions were not made with the requisite intent or knowledge of wrongdoing.
11 Defendants also contend that any losses allegedly suffered by Members of the Class were
12 not caused by any allegedly false or misleading statements by them and/or were caused by
13 intervening events. Defendants also maintain that they have meritorious defenses to all
14 claims that were raised or could have been raised in the Litigation.

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

11 The Court has not decided in favor of Defendants or of the Lead Plaintiff. Instead,
12 both sides agreed to the Settlement to avoid the distraction, costs, and risks of further
13 litigation, and Lead Plaintiff agreed to the Settlement in order to ensure that Class Members
14 will receive compensation.

14 **WHO IS IN THE SETTLEMENT**

15 **4. How do I know if I am a Member of the Class?**

16 The Court directed that everyone who fits this description is a Class Member: all
17 Persons who purchased Allied common stock in the United States or on a securities
18 exchange in the United States during the period from January 18, 2013, through and
19 including August 5, 2013, except those Persons and entities that are excluded.

20 Excluded from the Class are: (i) Allied, its predecessors, successors, and
21 subsidiaries; (ii) Defendants; (iii) the officers and directors of Allied during the Class
22 Period; (iv) members of the immediate families of any Defendant; (v) any firm, trust,
23 corporation, or entity in which any Defendant has a controlling interest; and (vi) the heirs,
24 successors, and assigns of any excluded Person from the Class. Also excluded from the
25 Class are those Persons who timely and validly exclude themselves therefrom by
26 submitting a request for exclusion in accordance with the requirements set forth in question
27 11 below.

28 **Please Note:** Receipt of this Notice does not mean that you are a Class Member or
that you will be entitled to receive a payment from the Settlement. If you are a Class
Member and you wish to be eligible to participate in the distribution of proceeds from the
Settlement, you are required to submit the Proof of Claim that is being distributed with this
Notice and the required supporting documentation as set forth therein postmarked or
submitted online on or before _____, 2020.

1 **5. What if I am still not sure if I am included?**

2 If you are still not sure whether you are included, you can ask for free help. You
3 can contact the Claims Administrator toll-free at 1-_____, or you can fill out
4 and return the Proof of Claim form enclosed with this Notice package, to see if you qualify.

5 **THE SETTLEMENT BENEFITS – WHAT YOU GET**

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

7 The Settlement provides that, in exchange for the release of the Released Claims
8 (defined below) and dismissal of the Litigation, Defendants have agreed to pay (or cause
9 to be paid) \$14 million in cash to be distributed after taxes, tax expenses, notice and claims
10 administration expenses, and approved fees and expenses, *pro rata*, to Class Members who
11 send in a valid Proof of Claim form pursuant to the Court-approved Plan of Allocation.
12 The Plan of Allocation is described in more detail at the end of this Notice.

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

14 Your share of the Net Settlement Fund will depend on several things, including the
15 total amount of claims represented by the valid Proof of Claim forms that Class Members
16 send in, compared to the amount of your claim, all as calculated under the Plan of
17 Allocation discussed below.

18 **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

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

20 To be eligible to receive a payment from the Settlement, you must submit a Proof
21 of Claim form. A Proof of Claim form is enclosed with this Notice or it may be
22 downloaded at www._____.com. Read the instructions carefully, fill out the
23 Proof of Claim, include all the documents the form asks for, sign it, and **mail or submit it**
24 **online so that it is postmarked or received no later than _____, 2020.** The
25 Proof of Claim form may be submitted online at www._____.com.

26 **9. When would I get my payment?**

27 **The Court will hold a Settlement Hearing on _____, 2020, at _____ .m.,**
28 to decide whether to approve the Settlement. If the Court approves the Settlement, there
might be appeals. It is always uncertain whether appeals can be resolved, and if so, how
long it would take to resolve them. It also takes time for all the Proofs of Claim to be
processed. Please be patient.

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

Unless you timely and validly exclude yourself, you will stay in the Class, and that
means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants

1 or their Related Parties about the Released Claims (as defined below) in this case. It also
2 means that all of the Court’s orders will apply to you and legally bind you. If you remain
3 a Class Member, and if the Settlement is approved, you will give up all “Released Claims”
4 (as defined below), including “Unknown Claims” (as defined below), against the “Released
5 Defendant Parties” (as defined below):

- 6 • “Released Claims” means any and all claims, debts, demands, losses, rights
7 and causes of action of every nature and description, including, but not
8 limited to, any claims for damages, interest, attorneys’ fees, expert or
9 consulting fees, and any other costs, expenses or liability whatsoever,
10 whether known claims or Unknown Claims, and whether arising under
11 federal, state, common, or foreign law, by Lead Plaintiff, any Class Member
12 or their successors, assigns, executors, administrators, representatives,
13 attorneys and agents, in their capacities as such, whether brought directly or
14 indirectly against any of the Released Defendant Parties, that have been or
15 could have been asserted in the Litigation or could in the future be asserted
16 in any forum, whether foreign or domestic, which arise out of, are based
17 upon or are related in any way to (a) any of the allegations, transactions,
18 events, disclosures, statements, acts or omissions that were asserted or could
19 have been asserted by Lead Plaintiff or Class Members in this Litigation; or
20 (b) any transaction in Allied common stock by Class Members during the
21 Class Period. “Released Claims” does not include claims to enforce the
22 Settlement. “Released Claims” includes “Unknown Claims” as defined
23 herein. For avoidance of doubt, “Released Claims” does not include claims
24 asserted in the action entitled *LBP Holdings Ltd. v. Hycroft Mining Corp.,
25 et al.*, Court File No. CV-14-50851300-CP, pending in the Ontario Superior
26 Court of Justice, insofar as those claims are based upon and limited to the
27 purchase of Allied common stock during the Class Period outside of the
28 United States and not on a United States securities exchange.
- “Released Defendants’ Claims” means any and all claims and causes of
action of every nature and description whatsoever, including both known
claims and Unknown Claims, that arise out of or relate in any way to the
institution, prosecution, or settlement of the claims against Defendants in
the Litigation, except for claims relating to the enforcement of the
Settlement.
- “Released Defendant Party” or “Released Defendant Parties” means
Defendants and their Related Parties.
- “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” means each and
every plaintiff, Class Member, Lead Plaintiff and each of their respective
past or present trustees, officers, directors, partners, employees, contractors,
auditors, principals, agents, predecessors, successors, assigns,
representatives, affiliates, insurers, parents, subsidiaries, general or limited
partners or partnerships, and limited liability companies; and the spouses,

1 members of the immediate families, representatives, and heirs of any
2 Releasing Plaintiff Party who is an individual, as well as any trust of which
3 any Releasing Plaintiff Party is the settlor or which is for the benefit of any
4 of their immediate family members. Releasing Plaintiff Parties do not
5 include any Person who timely and validly seeks exclusion from the Class.

- 6 • “Unknown Claims” means (a) any and all Released Claims which the
7 Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its
8 favor at the time of the release of the Released Defendant Parties, which, if
9 known by him, her, or it, might have affected his, her, or its settlement with
10 and release of the Released Defendant Parties, or might have affected his,
11 her, or its decision(s) with respect to the Settlement, including, but not
12 limited to, whether or not to object to this Settlement or seek exclusion from
13 the Class; and (b) any and all Released Defendants’ Claims that the
14 Released Defendant Parties do not know or suspect to exist in his, her, or
15 its favor at the time of the release of the Lead Plaintiff, the Class and Lead
16 Plaintiff’s Counsel, which, if known by him, her, or it, might have affected
17 his, her, or its settlement and release of Lead Plaintiff, the Class and Lead
18 Plaintiff’s Counsel. With respect to (a) any and all Released Claims against
19 the Released Defendant Parties, and (b) any and all Released Defendants’
20 Claims against Lead Plaintiff, the Class and Lead Plaintiff’s Counsel, the
21 Settling Parties stipulate and agree that, upon the Effective Date, the Settling
22 Parties shall expressly waive and each Releasing Plaintiff Party and
23 Released Defendant Party shall be deemed to have, and by operation of the
24 Judgment shall have expressly waived, the provisions, rights, and benefits
25 of California Civil Code §1542, which provides:

26 **A general release does not extend to claims that the**
27 **creditor or releasing party does not know or suspect to**
28 **exist in his or her favor at the time of executing the**
release and that, if known by him or her would have
materially affected his or her settlement with the debtor
or released party.

- 29 • The Settling Parties shall expressly waive and each Releasing Plaintiff Party
30 and Released Defendant Party shall be deemed to have, and by operation of
31 the Judgment shall have, expressly waived any and all provisions, rights,
32 and benefits conferred by any law of any state or territory of the United
33 States, or principle of common law, which is similar, comparable, or
34 equivalent to California Civil Code §1542. The Releasing Plaintiff Parties
35 and Released Defendant Parties acknowledge that they may hereafter
36 discover facts in addition to or different from those which he, she, it or their
37 counsel now knows or believes to be true with respect to the subject matter
38 of the Released Claims or Released Defendants’ Claims, but (a) the
39 Releasing Plaintiff Parties shall expressly fully, finally, and forever waive,
40 compromise, settle, discharge, extinguish and release, and each Releasing

1 Plaintiff Party shall be deemed to have waived, compromised, settled,
2 discharged, extinguished, and released, and upon the Effective Date, and by
3 operation of the Judgment shall have waived, compromised, settled,
4 discharged, extinguished, and released, fully, finally, and forever, any and
5 all Released Claims against the Released Defendant Parties, known or
6 unknown, suspected or unsuspected, contingent or non-contingent, whether
7 or not concealed or hidden, which now exist, or heretofore have existed,
8 upon any theory of law or equity now existing or coming into existence in
9 the future, including, but not limited to, conduct which is negligent,
10 intentional, with or without malice, or a breach of any duty, law or rule,
11 without regard to the subsequent discovery or existence of such different or
12 additional facts, legal theories, or authorities, and (b) the Released
13 Defendant Parties shall expressly fully, finally, and forever waive,
14 compromise, settle, discharge, extinguish and release, and each Released
15 Defendant Party shall be deemed to have waived, compromised, settled,
16 discharged, extinguished, and released, and upon the Effective Date, and by
17 operation of the Judgment shall have waived, compromised, settled,
18 discharged, extinguished, and released, fully, finally, and forever, any and
19 all Released Defendant Claims against the Lead Plaintiff, the Class and
20 Lead Plaintiff's Counsel, known or unknown, suspected or unsuspected,
21 contingent or non-contingent, whether or not concealed or hidden, which
22 now exist, or heretofore have existed, upon any theory of law or equity now
23 existing or coming into existence in the future, including, but not limited to,
24 conduct which is negligent, intentional, with or without malice, or a breach
25 of any duty, law or rule, without regard to the subsequent discovery or
26 existence of such different or additional facts, legal theories, or authorities.
27 The Settling Parties acknowledge, and the Releasing Plaintiff Parties and
28 Released Defendant Parties shall be deemed by operation of the Judgment
to have acknowledged, that the foregoing waiver was separately bargained
for an is an essential element of the Settlement of which this release is a
part.

EXCLUDING YOURSELF FROM THE CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Defendants and the other Released Defendant Parties, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out.” If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you should consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

11. How do I get out of the Class and the proposed Settlement?

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *Allied Nevada*

1 *Gold Securities Settlement.*” Your letter must include your purchases of Allied common
2 stock in the United States or on a securities exchange in the United States during the Class
3 Period, including the dates, the number of shares of Allied common stock purchased, and
4 price paid for each such purchase. In addition, you must include your name, address,
5 telephone number, and your signature. You must submit your exclusion request so that it
6 is **postmarked no later than _____, 2020** to:

7
8 *Allied Nevada Gold Securities Settlement*
9 Claims Administrator
10 c/o Epiq Class Action and Claims Solutions, Inc.
11 EXCLUSIONS
12 [address]

13 If you ask to be excluded, you will not get any payment from the Settlement, and
14 you cannot object to the Settlement. You will not be legally bound by anything that
15 happens in this lawsuit, and you may be able to sue the Defendants and the other Related
16 Parties about the Released Claims in the future.

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

19 No. Unless you timely exclude yourself, you give up any rights you may potentially
20 have to sue the Defendants and the other Released Defendant Parties for any and all
21 Released Claims. If you have a pending lawsuit against the Released Defendant Parties,
22 speak to your lawyer in that case immediately. You must exclude yourself from the Class
23 in this Litigation to continue your own lawsuit. Remember, the exclusion deadline is
24 _____, 2020.

25 **13. If I exclude myself, can I get money from the proposed Settlement?**

26 No. If you exclude yourself, you should not send in a Proof of Claim to ask for any
27 money. If you timely exclude yourself you are not entitled to any of the benefits of the
28 Settlement and will not release any rights you may potentially have against the Released
29 Defendant Parties.

30 **THE LAWYERS REPRESENTING YOU**

31 **14. Do I have a lawyer in this case?**

32 The Court ordered that the law firm of Brower Piven, A Professional Corporation,
33 represents the Class Members, including you. These lawyers are called Lead Counsel. If
34 you want to be represented by your own lawyer, you may hire one at your own expense.

35 **15. How will the lawyers be paid?**

36 Lead Counsel, on behalf of all of the Lead Plaintiff’s Counsel, will apply to the
37 Court for an award of attorneys’ fees not to exceed thirty-three and one third percent (33
38 1/3%) of the Settlement Amount and for expenses, costs and charges in an amount not to

1 exceed \$450,000 in connection with the Litigation, plus interest on such fees and expenses
2 at the same rate as earned by the Settlement Fund. In addition, Lead Plaintiff may seek up
3 to \$10,000 for his time and expenses incurred in representing the Class. Such sums as may
be approved by the Court will be paid from the Settlement Fund.

4 OBJECTING TO THE SETTLEMENT

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

6 **16. How do I tell the Court that I object to the proposed Settlement?**

7 If you are a Class Member, you can comment or object to the proposed Settlement,
8 the proposed Plan of Allocation and/or Lead Plaintiff's Counsel's fee and expense
9 application. You can write to the Court setting out your comment or objection. The Court
10 will consider your views. To comment or object, you must send a signed letter saying that
11 you wish to comment on or object to the proposed Settlement in the *Allied Nevada Gold*
12 *Securities Settlement*. Include your name, address, telephone number, and your signature,
13 identify the date(s), price(s), and number of shares of Allied common stock you purchased
14 and sold in the United States or on a securities exchange in the United States during the
15 Class Period, and state with specificity your comments or the reasons why you object to
the proposed Settlement, Plan of Allocation and/or fee and expense application, including
any legal support for such objection. Any objection must state whether it applies only to
the objector, to a specific subset of the Class, or to the entire Class. You must also include
copies of documents demonstrating such purchase(s) and/or sale(s). Your comments or
objection must be filed with the Court and mailed or delivered to each of the following
addresses such that it is **received no later than _____, 2020:**

16 COURT	16 LEAD COUNSEL	16 DEFENDANTS'
17 CLERK OF THE COURT	17 BROWER PIVEN	17 SULLIVAN &
18 UNITED STATES DISTRICT	18 A Professional Corporation.	18 CROMWELL
18 COURT	18 CHARLES R. PIVEN	18 ROBERT A. SACKS
19 DISTRICT OF NEVADA	19 3704 North Charles Street	19 1888 Century Park East,
19 Bruce R. Thompson Federal	19 #1301	19 Suite 2100
20 Courthouse	20 Baltimore, MD 21218	20 Los Angeles, CA 90067
21 400 S. Virginia Street		
21 Reno, NV 89501		

22 **17. What is the difference between objecting and excluding?**

23 Objecting is simply telling the Court that you do not like something about the
24 Settlement. You can object **only** if you stay in the Class.

25 Excluding yourself is telling the Court that you do not want to be paid and do not
26 want to release any claims you think you may have against Defendants and their Related
27 Parties. If you exclude yourself, you cannot object to the Settlement because it does not
28 affect you.

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THE COURT’S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Settlement Hearing at _____.m., on _____, 2020, in the Courtroom of the Honorable _____, at the United States District Court for the District of Nevada, Bruce R. Thompson Federal Courthouse, 400 S. Virginia Street, Reno, NV 89501. At the hearing the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Lead Plaintiff’s Counsel and Lead Plaintiff. After the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website www._____.com beforehand to be sure that the date and/or time has not changed.

19. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come 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 mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

20. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, and/or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* question 16 above) a statement saying that it is your “Notice of Intention to Appear in the *Allied Nevada Gold Securities Settlement*.” Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys’ fees and expenses to be awarded to Lead Plaintiff’s Counsel or Lead Plaintiff and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Your notice of intention to appear must be *received no later than* _____, 2020, and addressed to the Clerk of Court, Lead Counsel, and Defendants’ Counsel, at the addresses listed above in question 16.

1 You cannot speak at the hearing if you exclude yourself from the Class.

2 **IF YOU DO NOTHING**

3 **21. What happens if I do nothing?**

4 If you do nothing, you will not receive any money from this Settlement. In addition,
5 unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit,
6 or be part of any other lawsuit against Defendants and the Released Defendant Parties about
the Released Claims in this case.

7 **GETTING MORE INFORMATION**

8 **22. How do I get more information?**

9 For even more detailed information concerning the matters involved in this
10 Litigation, you can obtain answers to common questions regarding the proposed Settlement
11 by contacting the Claims Administrator toll-free at 1-_____. Reference is also
12 made to the Settlement Agreement, to the pleadings in support of the Settlement, to the
13 Orders entered by the Court and to the other settlement related papers filed in the Litigation,
14 which are posted on the Settlement website at www._____.com, and which
may be inspected at the Office of the Clerk of the United States District Court for the
District of Nevada, during regular business hours. For a fee, all papers filed in this
Litigation are available at www.pacer.gov.

15 **PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG**
16 **CLASS MEMBERS**

17 The Plan of Allocation set forth herein is the plan that is being proposed to the
18 Court for its approval by Lead Plaintiff after consultation with his damages expert. The
19 Court may approve this plan as proposed or it may modify the Plan of Allocation without
further notice to the Class. Any orders regarding any modification of the Plan of Allocation
will be posted on the settlement website.

20 The objective of the Plan of Allocation is to equitably distribute the Net Settlement
21 Fund to those Class Members who suffered economic losses as a proximate result of the
22 alleged wrongdoing. The Claims Administrator shall determine each Authorized
23 Claimant's share of the Net Settlement Fund based upon the recognized loss formulas (the
24 "Recognized Loss") described below. The calculation of Recognized Loss depends upon
25 several factors, including, when shares of Allied common stock were purchased during the
26 Class Period and for what price; whether those shares were sold, and if sold, when and for
27 what price. The Recognized Loss calculations made pursuant to the Plan of Allocation are
28 not intended to be estimates of, nor indicative of, the amounts that Class Members might
have been able to recover after a trial. Nor are the Recognized Loss calculations pursuant
to the Plan of Allocation intended to be estimates of the amounts that will be paid to
Authorized Claimants pursuant to the Settlement. The computations under the Plan of
Allocation are only a method to weigh the claims of Authorized Claimants against one
another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

1 In developing the Plan of Allocation, Lead Plaintiff consulted with his damages
 2 expert who had reviewed publicly available information regarding Allied and performed
 3 statistical analyses of the price movements of Allied common stock and the price
 4 performance of relevant market and peer indices during the Class Period. The damages
 5 expert isolated the losses in Allied common stock that the expert determined were caused
 6 by the alleged violations of the federal securities laws, eliminating losses the expert
 7 believed were attributable to market factors, industry factors, and Company-specific
 8 factors unrelated to the alleged violations of law. The Plan of Allocation, however, is not
 9 a formal analysis of damages. The Plan of Allocation has been developed by Lead Counsel
 10 after consulting with their expert; Defendants and their counsel have had no involvement
 11 in and have no responsibility for the Plan of Allocation.

8 Federal securities laws allow investors to recover for losses caused by disclosures
 9 which corrected a defendant’s previous misleading statements or omissions. Thus, in order
 10 to have been damaged by the alleged violations of the federal securities laws, Allied shares
 11 purchased during the Class Period must have been held during a period of time in which
 12 the price of the shares declined due to the disclosure of information which corrected an
 13 allegedly misleading statement or omission. Lead Counsel, in consultation with their
 14 damages expert, has determined that such price declines occurred on April 30, 2013,
 15 August 6, 2013, and August 7, 2013 (the “Corrective Disclosure Dates”). Accordingly, if
 16 a share of Allied common stock was sold before April 30, 2013 (the earliest Corrective
 17 Disclosure Date), the Recognized Loss for that share is \$0.00, and any loss suffered is not
 18 compensable under the federal securities laws. Likewise, if a share of Allied common stock
 19 was both purchased and subsequently sold between two consecutive Corrective Disclosure
 20 Dates, the Recognized Loss for that share is \$0.00.

16 Based on Lead Plaintiff’s allegations, the Recognized Loss calculation assumes that
 17 Defendants’ false and misleading statements and omissions caused the price of Allied
 18 common stock to be artificially inflated throughout the Class Period. The computation of
 19 the estimated alleged artificial inflation in the price of Allied common stock during the
 20 Class Period is based on the stock price change, net of what Lead Plaintiff’s expert has
 21 determined to be market- and industry-wide factors, in reaction to the alleged Corrective
 22 Disclosures. The estimated alleged artificial inflation in the price of Allied common stock
 23 during the Class Period is reflected in Table 1 below.

Table 1		
Artificial Inflation in Allied Common Stock		
From	To	Per-Share Price Inflation
January 18, 2013	April 29, 2013	\$2.74
April 30, 2013	August 5, 2013	\$1.75
August 6, 2013	August 6, 2013	\$0.60
August 7, 2013	Thereafter	\$0.00

26 The “90-day look back” provision of the Private Securities Litigation Reform Act
 27 of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Loss for Allied
 28 common stock. The limitations on the calculation of the Recognized Loss imposed by the

1 PSLRA are applied such that losses on shares purchased during the Class Period and held
2 as of the close of the 90-day period subsequent to the Class Period (the “90-Day Lookback
3 Period”) cannot exceed the difference between the purchase price paid for such shares and
4 the average price of Allied common stock during the 90-Day Lookback Period. The
5 Recognized Loss on Allied common stock purchased during the Class Period and sold
6 during the 90-Day Lookback Period cannot exceed the difference between the purchase
7 price paid for such shares and the rolling average price of Allied common stock during the
8 portion of the 90-Day Lookback Period elapsed as of the date of sale.

6 **Substantiation of Claims**

7 A Recognized Loss will be calculated as set forth below for each purchase or
8 acquisition of Allied shares that is listed in the accompanying Claim Form and for which
9 adequate documentation is provided. Lead Counsel or the Claims Administrator may request
10 additional documentation to support a claim. The failure to provide the requested
11 information or otherwise satisfy Lead Plaintiff and the Claims Administrator regarding the
12 *bona fides* of a claim will result in the rejection, in whole or in part, of any such claim.

11 **Calculation of Recognized Losses**

12 In the calculation of Recognized Losses, all purchases and sales shall exclude any
13 fees, taxes and commissions incurred in connection with such purchases and sales. Any
14 transactions in Allied common stock executed outside of regular trading hours for the U.S.
15 financial markets shall be deemed to have occurred during the next regular trading session.
16 Purchases or acquisitions and sales of Allied shares shall be deemed to have occurred on
17 the “trade” date as opposed to the “settlement” date. The receipt or grant by gift, inheritance
18 or operation of law of Allied shares during the Class Period shall not be deemed a purchase,
19 acquisition or sale of these shares for the calculation of a Claimant’s Recognized Loss, nor
20 shall the receipt or grant be deemed an assignment of any claim relating to the
21 purchase/acquisition of such shares unless (i) the donor or decedent purchased or otherwise
22 acquired such Allied shares during the Class Period; (ii) the instrument of gift or
23 assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim
24 Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone
25 else with respect to such Allied shares.

21 **Recognized Loss Formulas**

22 For each share of Allied common stock purchased or otherwise acquired by a Class
23 Member during the Class Period (*i.e.*, January 18, 2013 through August 5, 2013, inclusive),
24 the Recognized Loss per share shall be calculated as follows:

- 24 I. For each share of Allied common stock purchased during the period January
25 18, 2013 through April 29, 2013, inclusive,
 - 26 a. that was sold prior to April 30, 2013, the Recognized Loss per share is
27 \$0.00.

- 1 b. that was sold during the period April 30, 2013 through August 5, 2013,
2 inclusive, the Recognized Loss per share is *the lesser of*
3 i. \$0.99; or
4 ii. the purchase price *minus* the sale price.
- 5 c. that was sold on August 6, 2013, the Recognized Loss per share is *the*
6 *lesser of*
7 i. \$2.14; or
8 ii. the purchase price *minus* the sale price; or
9 iii. the purchase price minus \$4.37 (*i.e.*, the “90-Day Lookback
10 Value” for August 6, 2013 as appears in Table 2 below).
- 11 d. that was sold during the period August 7, 2013 through November 1,
12 2013, inclusive (*i.e.*, sold during the 90-Day Lookback Period), the
13 Recognized Loss per share is *the lesser of*
14 i. \$2.74; or
15 ii. the purchase price *minus* the sale price; or
16 iii. the purchase price minus the “90-Day Lookback Value” on the
17 date of sale as appears in Table 2 below.
- 18 e. that was still held as of the close of trading on November 1, 2013 (*i.e.*,
19 held through the 90-Day Lookback Period), the Recognized Loss per
20 share is *the lesser of*
21 i. \$2.74; or
22 ii. the purchase price minus the average closing price for Allied
23 common stock during the 90-Day Lookback Period, which is
24 \$4.42.

25 II. For each share of Allied common stock purchased during the period April 30,
26 2013 through August 5, 2013, inclusive,

- 27 a. that was sold prior to August 6, 2013, the Recognized Loss per share is
28 \$0.00.
- 29 b. that was sold on August 6, 2013, the Recognized Loss per share is *the*
30 *lesser of*
31 i. \$1.15; or

- 1 ii. the purchase price *minus* the sale price; or
- 2 iii. the purchase price minus \$4.37 (*i.e.*, the “90-Day Lookback
- 3 Value” for August 6, 2013 as appears in Table 2 below).
- 4 c. that was sold during the period August 7, 2013 through November 1,
- 5 2013, inclusive (*i.e.*, sold during the 90-Day Lookback Period), the
- 6 Recognized Loss per share is *the lesser of*
- 7 i. \$1.75; or
- 8 ii. the purchase price *minus* the sale price; or
- 9 iii. the purchase price minus the “90-Day Lookback Value” on the
- 10 date of sale as appears in Table 2 below.
- 11 d. that was still held as of the close of trading on November 1, 2013 (*i.e.*,
- 12 held through the 90-Day Lookback Period), the Recognized Loss per
- 13 share is *the lesser of*
- 14 i. \$1.75; or
- 15 ii. the purchase price minus the average closing price for Allied
- 16 common stock during the 90-Day Lookback Period, which is
- 17 \$4.42.

Table 2
90-Day Lookback Values

Sale Date	90-Day Lookback Value	Sale Date	90-Day Lookback Value	Sale Date	90-Day Lookback Value
8/6/2013	\$4.37	9/5/2013	\$4.42	10/4/2013	\$4.48
8/7/2013	\$4.05	9/6/2013	\$4.45	10/7/2013	\$4.49
8/8/2013	\$3.97	9/9/2013	\$4.47	10/8/2013	\$4.49
8/9/2013	\$3.90	9/10/2013	\$4.49	10/9/2013	\$4.48
8/12/2013	\$3.94	9/11/2013	\$4.51	10/10/2013	\$4.48
8/13/2013	\$3.94	9/12/2013	\$4.52	10/11/2013	\$4.47
8/14/2013	\$4.00	9/13/2013	\$4.52	10/14/2013	\$4.46
8/15/2013	\$4.09	9/16/2013	\$4.52	10/15/2013	\$4.46
8/16/2013	\$4.13	9/17/2013	\$4.52	10/16/2013	\$4.45
8/19/2013	\$4.15	9/18/2013	\$4.54	10/17/2013	\$4.44
8/20/2013	\$4.19	9/19/2013	\$4.55	10/18/2013	\$4.44
8/21/2013	\$4.20	9/20/2013	\$4.55	10/21/2013	\$4.43

1	8/22/2013	\$4.21	9/23/2013	\$4.56	10/22/2013	\$4.43
2	8/23/2013	\$4.24	9/24/2013	\$4.55	10/23/2013	\$4.43
3	8/26/2013	\$4.29	9/25/2013	\$4.55	10/24/2013	\$4.43
4	8/27/2013	\$4.33	9/26/2013	\$4.55	10/25/2013	\$4.43
5	8/28/2013	\$4.35	9/27/2013	\$4.54	10/28/2013	\$4.43
6	8/29/2013	\$4.37	9/30/2013	\$4.53	10/29/2013	\$4.43
7	8/30/2013	\$4.38	10/1/2013	\$4.52	10/30/2013	\$4.43
8	9/3/2013	\$4.39	10/2/2013	\$4.51	10/31/2013	\$4.42
9	9/4/2013	\$4.41	10/3/2013	\$4.49	11/1/2013	\$4.42

8 **An Authorized Claimant's total Recognized Loss is the sum total of his, her or**
9 **its per share Recognized Loss for each Allied a share purchased during the Class**
10 **Period.**

11 For purposes of determining whether a Claimant has a Recognized Loss, sales of
12 Allied shares will be matched to prior share purchases on a first-in-first-out ("FIFO") basis.
13 Specifically, sales will be matched in chronological order, by trade date, first against Allied
14 common stock held as of the close of trading on January 17, 2013 (the last day before the
15 Class Period begins) and then against the purchases of Allied common stock during the
16 Class Period. To the extent that a calculation of a Recognized Loss per share results in zero
17 or a negative number, that number shall be set to zero.

18 If the sum total of Recognized Losses of all Authorized Claimants who are entitled
19 to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund,
20 each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement
21 Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Loss divided by
22 the total of Recognized Losses of all Authorized Claimants, multiplied by the total amount
23 in the Net Settlement Fund.

24 If the Net Settlement Fund exceeds the sum total amount of the Recognized Losses
25 of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund,
26 the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized
27 Claimants entitled to receive payment.

28 The Net Settlement Fund will be allocated among all Authorized Claimants whose
prorated payment is \$5.00 or greater. If the prorated payment to any Authorized Claimant
calculates to less than \$5.00, it will not be included in the calculation (*i.e.*, the Recognized
Loss will be deemed to be zero) and no distribution will be made to that Authorized
Claimant. Any prorated amounts of less than \$5.00 will be included in the pool distributed
to those whose prorated payments are \$5.00 or greater.

Payment pursuant to the Plan of Allocation, or such other plan of allocation as may
be approved by the Court, shall be conclusive against all Authorized Claimants. No person
shall have any claim against Lead Plaintiff, Lead Plaintiff's Counsel, Lead Plaintiff's
damages expert, or the Claims Administrator or other agent designated by Lead Counsel
arising from distributions made substantially in accordance with the Stipulation, the plan

1 of allocation approved by the Court, or further orders of the Court. Defendants,
2 Defendants' Counsel, and all other Released Defendant Parties shall under no
3 circumstances have any responsibility or liability whatsoever to any member of the Class
4 or other Person for the investment or distribution of the Settlement Fund or the Net
5 Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or
6 payment of any Claim Form or nonperformance of the Claims Administrator; the payment
7 or withholding of taxes; any losses incurred in connection therewith; or any judgments or
8 determinations made by Lead Plaintiff, Lead Plaintiff's Counsel or Lead Plaintiff's
9 damages expert.

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

11 If you purchased Allied common stock during the Class Period for the beneficial
12 interest of an individual or organization other than yourself, the Court has directed that,
13 WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either (a)
14 provide to the Claims Administrator the name and last known address of each person or
15 organization for whom or which you purchased such securities during such time period, or
16 (b) request additional copies of this Notice and the Proof of Claim form, which will be
17 provided to you free of charge, and within seven (7) days mail the Notice and Proof of
18 Claim form directly to the beneficial owners of the securities referred to herein. If you
19 choose to follow alternative procedure (b), upon such mailing, you must send a statement
20 to the Claims Administrator confirming that the mailing was made as directed and retain
21 the names and addresses for any future mailings to Class Members. You are entitled to
22 reimbursement from the Settlement Fund of your reasonable expenses actually incurred in
23 connection with the foregoing, including reimbursement of postage expense and the cost
24 of ascertaining the names and addresses of beneficial owners. Your reasonable expenses
25 will be paid upon request and submission of appropriate supporting documentation. All
26 communications concerning the foregoing should be addressed to the Claims
27 Administrator:

28 *Allied Nevada Gold Securities Settlement*
Claims Administrator
c/o Epiq Class Action and Claims Solutions, Inc.
P.O. Box _____

www._____.com

DATED: _____

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

1 MUCKLEROY LUNT, LLC
MARTIN A. MUCKLEROY
2 Nevada Bar No. 009634
6077 South Fort Apache Road, Suite 140
3 Las Vegas, Nevada 89148
Telephone: (702) 907-0097
4 Facsimile: (702) 938-4065
martin@muckleroylunt.com
5

6 *Counsel for Lead Plaintiff Andrey Slomnitsky*
and Liaison Counsel for the Class
7

8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA

10 In re ALLIED NEVADA GOLD CORP.,) Case No. 3:14-cv-00175-LRH-WGC
SECURITIES LITIGATION)
11 _____) CLASS ACTION
12 This Document Relates To:) PROOF OF CLAIM AND RELEASE
13 ALL ACTIONS.) EXHIBIT A-2
14 _____)

15
16 **I. GENERAL INSTRUCTIONS**

17 1. To recover as a Member of the Class based on your claims in the action entitled *In*
18 *re Allied Nevada Gold Corp. Securities Litigation*, Case No. 3:14-cv-00175-LRH-WGC (the
19 “Litigation”), you must complete and, on page ___ hereof, sign this Proof of Claim and Release
20 form (“Proof of Claim”). If you fail to submit a timely and properly addressed (as set forth in
21 paragraph 3 below) Proof of Claim, your claim may be rejected and you may not receive any
22 recovery from the Net Settlement Fund created in connection with the proposed Settlement.
23

24 2. Submission of this Proof of Claim, however, does not assure that you will share in
25 the proceeds of the Settlement of the Litigation.

26 3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND**
27 **SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS**
28

1 **REQUESTED HEREIN, NO LATER THAN _____, 2020, ADDRESSED AS FOLLOWS:**

2 *Allied Nevada Gold Securities Settlement*
3 Claims Administrator
4 c/o Epiq Class Action and Claims Solutions, Inc.
5 P.O. Box _____

6 Online Submissions: _____

7 If you are NOT a Member of the Class, as defined in the Notice of Pendency and Proposed
8 Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim.

9 4. If you are a Member of the Class and you did not timely request exclusion, you will
10 be bound by the terms of any judgment entered in the Litigation, including the releases provided
11 therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

12 **II. CLAIMANT IDENTIFICATION**

13 If you purchased Allied Nevada Gold Corp. (“Allied”) common stock and held the
14 certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If,
15 however, you purchased Allied common stock and the certificate(s) were registered in the name
16 of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third
17 party is the record purchaser.

18 Use Part I of this form entitled “Claimant Identification” to identify each purchaser of
19 record (“nominee”), if different from the beneficial purchaser of the Allied common stock that
20 forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL**
21 **PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF THE**
22 **ALLIED COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

23 All joint purchasers must sign this claim. Executors, administrators, guardians,
24 conservators, and trustees or others acting in a representative capacity on behalf of a Class Member
25 must complete and sign this claim on behalf of persons represented by them, and submit evidence
26 of their current authority to act on behalf of that Class Member, including that your titles or
27

1 capacities must be stated. The Social Security (or taxpayer identification) number and telephone
2 number of the beneficial owner may be used in verifying the claim. Failure to provide the
3 foregoing information could delay verification of your claim or result in rejection of the claim.

4 **III. CLAIM FORM**

5 Use Part II of this form entitled “Schedule of Transactions in Allied Common Stock” to
6 supply all required details of your transaction(s) in Allied common stock. If you need more space
7 or additional schedules, attach separate sheets giving all of the required information in
8 substantially the same form. Sign and print or type your name on each additional sheet.

9
10 On the schedules, provide all of the requested information with respect to *all* of your
11 purchases and *all* of your sales of Allied common stock in the United States or on a securities
12 exchange in the United States which took place during the period January 18, 2013 through and
13 including November 1, 2013, whether such transactions resulted in a profit or a loss. You must
14 also provide all of the requested information with respect to *all* of the shares of Allied common
15 stock you held at the close of trading on January 17, 2013, April 29, 2013, August 5, 2013, and
16 November 1, 2013. Failure to report all such transactions may result in the rejection of your claim.

17
18 List each transaction separately and in chronological order, by trade date, beginning with
19 the earliest. You must accurately provide the month, day, and year of each transaction you list.

20 The date of covering a “short sale” is deemed to be the date of purchase of Allied common
21 stock. The date of a “short sale” is deemed to be the date of sale of Allied common stock.

22
23 For each transaction, copies of broker confirmations or other documentation of your
24 transactions in Allied common stock should be attached to your claim. Failure to provide this
25 documentation could delay verification of your claim or result in rejection of your claim.

26 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
27 transactions may request, or may be requested, to submit information regarding their transactions
28

1 in electronic files. This is different from the online submission process that is available at
2 _____ . All claimants **must** submit a manually signed paper Proof of Claim
3 whether or not they also submit electronic copies. If you have a large number of transactions and
4 wish to file your claim electronically, you must contact the Claims Administrator at
5 _____ to obtain the required file layout.
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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

In re Allied Nevada Gold Corp. Securities Litigation

No. 3:14-cv-00175-LRH-WGC

PROOF OF CLAIM AND RELEASE

Must Be Postmarked or Received No Later Than:

_____, 2020

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City State or Province

Zip Code or Postal Code Country

Last Four Digits of Claimant's Social Security Number or Taxpayer Identification Number Individual/ Corporation/Other

Area Code Telephone Number (work)

Area Code Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

1 PART II: SCHEDULE OF TRANSACTIONS IN ALLIED COMMON STOCK

2 A. Number of shares of Allied common stock held at the close of trading on January
3 17, 2013: _____

4 B. Purchases of Allied common stock (January 18, 2013 – November 1, 2013,
5 inclusive):

6 Trade Date Month Day Year	Number of Shares Purchased	Price Paid Per Share (excluding taxes, commissions and fees)	Total Purchase Price	Purchased in U.S. or on U.S. Exchange (Y/N)
7				
8 1. _____	1. _____	1. _____	1. _____	1. _____
9 2. _____	2. _____	2. _____	2. _____	2. _____
10 3. _____	3. _____	3. _____	3. _____	3. _____
11				

12 **IMPORTANT:** (i) If any purchase listed covered a “short sale,” please mark
13 Yes. Yes

14 (ii) If you received shares through an acquisition or merger, please
15 identify the date, the share amount, and the company acquired:

16 //

16 MM DD YYYY _____

17 Merger Shares: _____ Company: _____

18 C. Sales of Allied common stock (January 18, 2013 – November 1, 2013, inclusive):

19 Trade Date Month Day Year	Number of Shares Sold	Price Received Per Share (excluding taxes, commission and fees)	Total Sales Price
20 1. _____	1. _____	1. _____	1. _____
21 2. _____	2. _____	2. _____	2. _____
22 3. _____	3. _____	3. _____	3. _____
23			

24 D. Number of shares of Allied common stock held at the close of trading on November
25 1, 2013: _____.

26 If you require additional space, attach extra schedules in the same format as above. Sign
27 and print your name on each additional page.

28

1 **YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN**
2 **THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION**
3 **OF YOUR CLAIM.**

4 **IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

5 On behalf of myself (ourselves) and each of my (our) heirs, agents, executors, trustees,
6 administrators, predecessors, successors and assigns, I (we) submit this Proof of Claim under the
7 terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction
8 of the United States District Court for the District of Nevada with respect to my (our) claim as a
9 Class Member and for purposes of enforcing the release set forth herein. I (We) further
10 acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be
11 entered in the Litigation. I (We) agree to furnish additional information to the Claims
12 Administrator to support this claim (including transactions in other Allied securities) if requested
13 to do so. I (We) have not submitted any other claim covering the same purchases or sales of Allied
14 common stock during the Class Period and know of no other person having done so on my (our)
15 behalf.

16
17
18 **V. RELEASE**

19 1. Upon the Effective Date of the Settlement, I (we) acknowledge full and complete
20 satisfaction of, and fully, finally, and forever settle, release, and discharge from the Released
21 Claims each and all of the “Released Defendant Parties,” defined as each and all of the Defendants
22 and their Related Parties. “Related Parties” means each Defendant’s and former defendant’s
23 respective former, present or future parents, subsidiaries, divisions, controlling persons, associates,
24 related entities and affiliates and each and all of Defendants’, former defendant’s and their
25 respective present and former employees, members, partners, principals, officers, directors,
26 controlling shareholders, agents, attorneys, advisors (including financial or investment advisors),
27
28

1 accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, entities
2 providing fairness opinions, general or limited partners or partnerships, limited liability
3 companies, members, joint ventures and insurers and reinsurers of each of them; and the
4 predecessors, successors, assigns, estates, immediate family members, spouses, heirs, executors,
5 trusts, trustees, administrators, agents, legal or personal representatives, assigns, and assignees of
6 each of them, in their capacity as such.
7

8 2. “Released Claims” means any and all claims, debts, demands, losses, rights and
9 causes of action of every nature and description, including, but not limited to, any claims for
10 damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or
11 liability whatsoever, whether known claims or Unknown Claims, and whether arising under
12 federal, state, common, or foreign law, by Lead Plaintiff, any Class Member or their successors,
13 assigns, executors, administrators, representatives, attorneys and agents, in their capacities as such,
14 whether brought directly or indirectly against any of the Released Defendant Parties, that have
15 been or could have been asserted in the Litigation or could in the future be asserted in any forum,
16 whether foreign or domestic, which arise out of, are based upon or are related in any way to (a) any
17 of the allegations, transactions, events, disclosures, statements, acts or omissions that were asserted
18 or could have been asserted by Lead Plaintiff or Class Members in this Litigation; or (b) any
19 transaction in Allied common stock by Class Members during the Class Period. “Released
20 Claims” does not include claims to enforce the Settlement. “Released Claims” includes “Unknown
21 Claims” as defined herein. For avoidance of doubt, “Released Claims” does not include claims
22 asserted in the action entitled *LBP Holdings Ltd. v. Hycroft Mining Corp., et al.*, Court File No.
23 CV-14-50851300-CP, pending in the Ontario Superior Court of Justice, insofar as those claims are
24 based upon and limited to the purchase of Allied common stock during the Class Period outside
25 of the United States and not on a United States securities exchange.

26 3. “Released Defendants’ Claims” means any and all claims and causes of action of
27 every nature and description whatsoever, including both known claims and Unknown Claims, that
28

1 arise out of or relate in any way to the institution, prosecution, or settlement of the claims against
2 Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.

3 4. “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” means each and every
4 plaintiff, Class Member, Lead Plaintiff and each of their respective past or present trustees,
5 officers, directors, partners, employees, contractors, auditors, principals, agents, predecessors,
6 successors, assigns, representatives, affiliates, insurers, parents, subsidiaries, general or limited
7 partners or partnerships, and limited liability companies; and the spouses, members of the
8 immediate families, representatives, and heirs of any Releasing Plaintiff Party who is an
9 individual, as well as any trust of which any Releasing Plaintiff Party is the settlor or which is for
10 the benefit of any of their immediate family members. Releasing Plaintiff Parties do not include
11 any Person who timely and validly seeks exclusion from the Class.

12 5. “Unknown Claims” “Unknown Claims” means (a) any and all Released Claims
13 which the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the
14 time of the release of the Released Defendant Parties, which, if known by him, her, or it, might
15 have affected his, her, or its settlement with and release of the Released Defendant Parties, or
16 might have affected his, her, or its decision(s) with respect to the Settlement, including, but not
17 limited to, whether or not to object to this Settlement or seek exclusion from the Class; and (b) any
18 and all Released Defendants’ Claims that the Released Defendant Parties do not know or suspect
19 to exist in his, her, or its favor at the time of the release of the Lead Plaintiff, the Class and Lead
20 Plaintiff’s Counsel, which, if known by him, her, or it, might have affected his, her, or its settlement
21 and release of Lead Plaintiff, the Class and Lead Plaintiff’s Counsel. With respect to (a) any and
22 all Released Claims against the Released Defendant Parties, and (b) any and all Released
23 Defendants’ Claims against Lead Plaintiff, the Class and Lead Plaintiff’s Counsel, the Settling
24 Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive
25 and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by
26 operation of the Judgment shall have expressly waived, the provisions, rights, and benefits of
27 California Civil Code §1542, which provides:

28

1 **A general release does not extend to claims that the creditor or releasing party**
2 **does not know or suspect to exist in his or her favor at the time of executing**
3 **the release and that, if known by him or her would have materially affected**
4 **his or her settlement with the debtor or released party.**

4 The Settling Parties shall expressly waive and each Releasing Plaintiff Party and Released
5 Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly
6 waived any and all provisions, rights, and benefits conferred by any law of any state or territory of
7 the United States, or principle of common law, which is similar, comparable, or equivalent to
8 California Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties
9 acknowledge that they may hereafter discover facts in addition to or different from those which
10 he, she, it or their counsel now knows or believes to be true with respect to the subject matter of
11 the Released Claims or Released Defendants' Claims, but (a) the Releasing Plaintiff Parties shall
12 expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release,
13 and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled,
14 discharged, extinguished, and released, and upon the Effective Date, and by operation of the
15 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
16 finally, and forever, any and all Released Claims against the Released Defendant Parties, known
17 or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or
18 hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing
19 or coming into existence in the future, including, but not limited to, conduct which is negligent,
20 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
21 subsequent discovery or existence of such different or additional facts, legal theories, or
22 authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive,
23 compromise, settle, discharge, extinguish and release, and each Released Defendant Party shall be
24 deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon
25 the Effective Date, and by operation of the Judgment shall have waived, compromised, settled,
26 discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendant
27 Claims against the Lead Plaintiff, the Class and Lead Plaintiff's Counsel, known or unknown,

1 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,
2 which now exist, or heretofore have existed, upon any theory of law or equity now existing or
3 coming into existence in the future, including, but not limited to, conduct which is negligent,
4 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
5 subsequent discovery or existence of such different or additional facts, legal theories, or
6 authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released
7 Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the
8 foregoing waiver was separately bargained for and is an essential element of the Settlement of which
9 this release is a part.

10 6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
11 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this
12 release or any other part or portion thereof.

13 7. I (We) hereby warrant and represent that I (we) have included the information
14 requested about all of my (our) transactions in Allied common stock which are the subject of this
15 claim, which occurred during the Class Period, as well as the opening and closing positions in such
16 common stock held by me (us) on the dates requested in this claim form.

18 I declare under penalty of perjury under the laws of the United States of America that all
19 of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

20 Executed this _____ day of _____, in _____,
21 (Month/Year) (City)
22 _____
23 (State/Country)

25 _____
(Sign your name here)

27 _____
(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser or Acquirer, Executor
or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT
AMOUNT OF TIME.**

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your claim form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER
THAN _____, 2020, ADDRESSED AS FOLLOWS:**

Allied Nevada Gold Securities Settlement
Claims Administrator
c/o Epiq Class Action and Claims Solutions, Inc.
P.O. Box _____

www._____.com

1 MUCKLEROY LUNT, LLC
MARTIN A. MUCKLEROY
2 Nevada Bar No. 009634
6077 South Fort Apache Road, Suite 140
3 Las Vegas, Nevada 89148
Telephone: (702) 907-0097
4 Facsimile: (702) 938-4065
martin@muckleroylunt.com
5

*Counsel for Lead Plaintiff Andrey Slomnitsky
and Liaison Counsel for the Class*
6
7

8 UNITED STATES DISTRICT COURT
9 DISTRICT OF NEVADA

10 In re ALLIED NEVADA GOLD CORP.,) Case No. 3:14-cv-00175-LRH-WGC
SECURITIES LITIGATION)

11 _____) CLASS ACTION
_____)

12 This Document Relates To:) SUMMARY NOTICE OF PROPOSED
_____) SETTLEMENT OF CLASS ACTION
13 ALL ACTIONS.)

14 _____) EXHIBIT A-3
_____)

15 **TO: ALL PERSONS WHO PURCHASED ALLIED NEVADA GOLD**
16 **CORPORATION (“ALLIED”) COMMON STOCK IN THE UNITED STATES**
17 **OR ON A SECURITIES EXCHANGE IN THE UNITED STATES DURING**
18 **THE PERIOD BETWEEN JANUARY 18, 2013 AND AUGUST 5, 2013,**
19 **INCLUSIVE (“CLASS” OR “CLASS MEMBERS”)**

20 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
21 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS**
22 **ENTIRETY.**

23 YOU ARE HEREBY NOTIFIED that a hearing will be held on _____,
24 2020, at __:__.m., before _____ at the United States District Court, District
25 of Nevada, Bruce R. Thompson Federal Courthouse, 400 S. Virginia Street, Reno, NV 89501
26 to determine whether: (1) the proposed settlement (the “Settlement”) of the above-captioned
27 action as set forth in the Stipulation of Settlement (“Stipulation”)¹ for \$14,000,000 in cash

28 ¹ The Stipulation can be viewed and/or obtained at www._____.com.

1 should be approved by the Court as fair, reasonable and adequate; (2) the Judgment as
2 provided under the Stipulation should be entered dismissing the Litigation with prejudice;
3 (3) to award Lead Plaintiff’s Counsel attorneys’ fees, costs and expenses out of the
4 Settlement Fund (as defined in the Notice of Pendency and Proposed Settlement of Class
5 Action (“Notice”), which is discussed below) and, if so, in what amount; (4) to pay Lead
6 Plaintiff for his costs and expenses in representing the Class out of the Settlement Fund and,
7 if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as fair,
8 reasonable and adequate.
9

10 **IF YOU PURCHASED ALLIED COMMON STOCK IN THE UNITED STATES**
11 **OR ON A SECURITIES EXCHANGE IN THE UNITED STATES BETWEEN**
12 **JANUARY 18, 2013 AND AUGUST 5, 2013, YOUR RIGHTS MAY BE AFFECTED BY**
13 **THE SETTLEMENT OF THIS LITIGATION.**
14

15 To share in the distribution of the Settlement Fund, you must establish your rights by
16 submitting a Proof of Claim and Release form (“Proof of Claim”) by mail (**postmarked no**
17 **later than _____, 2020**) or electronically (**no later than _____, 2020**). Your
18 failure to submit your Proof of Claim by _____, 2020, will subject your claim to rejection
19 and preclude your receiving any of the recovery in connection with the Settlement of this
20 Litigation. If you are a Member of the Class and do not request exclusion therefrom, you
21 will be bound by the Settlement and any judgment and release entered in the Litigation,
22 including, but not limited to, the Judgment, whether or not you submit a Proof of Claim.
23

24 If you have not received a copy of the Notice, which more completely describes the
25 Settlement and your rights thereunder (including your right to object to the Settlement), and
26 a Proof of Claim, you may obtain these documents, as well as a copy of the Stipulation
27
28

1 (which, among other things, contains definitions for the defined terms used in this Summary
2 Notice) and other settlement documents, online at www._____.com, or by
3 writing to:

4 *Allied Nevada Gold Securities Settlement*
5 c/o Epiq Class Action and Claims Solutions, Inc.
6 P.O. Box _____

7 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

8 Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to

9 Lead Counsel:

10 BROWER PIVEN, A Professional Corporation
11 CHARLES J. PIVEN
12 3704 North Charles Street, #1301
13 Baltimore, MD 21218
14 Telephone: 410-332-0030
15 Facsimile: 410-685-1300
16 Email: piven@browerpiven.com

17 IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT
18 A REQUEST FOR EXCLUSION SUCH THAT IT IS **POSTMARKED BY**
19 _____, **2020**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

20 ALL MEMBERS OF THE CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM
21 THE CLASS WILL BE BOUND BY THE SETTLEMENT EVEN IF THEY DO NOT
22 SUBMIT A TIMELY PROOF OF CLAIM.

23 IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO
24 THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY LEAD
25 PLAINTIFF'S COUNSEL FOR AN AWARD OF ATTORNEYS' FEES NOT TO EXCEED
26 33 1/3% OF THE \$14,000,000 SETTLEMENT AMOUNT AND LITIGATION COSTS
27 AND EXPENSES NOT TO EXCEED \$450,000, AND/OR THE PAYMENT TO LEAD
28 PLAINTIFF FOR HIS COSTS AND EXPENSES NOT TO EXCEED \$10,000. ANY

1 OBJECTIONS MUST BE FILED WITH THE COURT AND SENT TO LEAD COUNSEL
2 AND DEFENDANTS' COUNSEL **BY** _____, **2020**, IN THE MANNER AND
3 FORM EXPLAINED IN THE NOTICE.

4 DATED: _____

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

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1 MUCKLEROY LUNT, LLC
2 MARTIN A. MUCKLEROY
3 Nevada Bar No. 009634
4 6077 S. Fort Apache Road, Suite 140
5 Las Vegas, Nevada 89148
6 Telephone: (702) 907-0097
7 Facsimile: (702) 938-4065
8 martin@muckleroylunt.com

9 *Counsel for Lead Plaintiff Andrey Slomnitsky*
10 *and Liaison Counsel for the Class*

11 [Additional counsel appear on signature page.]

12 UNITED STATES DISTRICT COURT
13 DISTRICT OF NEVADA

14	In re ALLIED NEVADA GOLD CORP.,)	Case No. 3:14-cv-00175-LRH-WGC
15	SECURITIES LITIGATION)	
16	_____)	<u>CLASS ACTION</u>
17	This Document Relates To:)	[PROPOSED] FINAL JUDGMENT AND
18	ALL ACTIONS.)	ORDER OF DISMISSAL WITH PREJUDICE
19	_____)	EXHIBIT B
20	_____)	
21	_____)	
22	_____)	
23	_____)	
24	_____)	
25	_____)	
26	_____)	
27	_____)	
28	_____)	

29 This matter came before the Court for hearing pursuant to the Order Granting Preliminary
30 Approval of Proposed Settlement, Granting Conditional Class Certification, and Providing for
31 Notice to the Class dated _____, 2020 (“Preliminary Approval Order”). The Court
32 having received declarations attesting to the mailing of the Notice and the publication of the
33 Summary Notice in accordance with the Preliminary Approval Order, the application of Lead
34 Plaintiff and the Defendants for approval of the settlement (“Settlement”) set forth in the
35 Stipulation and Agreement of Settlement dated as of January 24, 2020 (“Stipulation”), the
36 proposed Plan of Allocation of the Settlement proceeds, Lead Counsel’s application for an award
37 of attorneys’ fees and litigation expenses for Lead Plaintiff’s Counsel, Lead Plaintiff’s request for

1 an award of reasonable costs and reimbursement of litigation expenses directly relating to his
2 representation of the Class, and interim reimbursement of notice and administration expenses and,
3 following a hearing on _____, 2020 before this Court to consider the applications,
4 all supporting papers and arguments of Lead Plaintiff and the Defendants, and other proceedings
5 held herein, as well as for the reasons stated on the record by the Court at the hearing before the
6 Court, and good cause appearing therefore,
7

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

9 (a) This Judgment incorporates by reference the definitions in the Stipulation, and all
10 terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set
11 forth herein.

12 (b) This Court has jurisdiction over the subject matter of the Litigation and over all
13 parties to the Litigation, including all Members of the Class.

14 (c) Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby
15 affirms its determination in the Preliminary Approval Order and finally certifies, for purposes of
16 settlement only, a Class defined as: all Persons who purchased Allied common stock in the United
17 States or on a securities exchange in the United States during the period between January 18, 2013
18 and August 5, 2013, inclusive (the "Class Period"). Excluded from the Class are: (i) Allied, its
19 predecessors, successors, and subsidiaries; (ii) Defendants; (iii) the officers and directors of Allied
20 during the Class Period; (iv) members of the immediate families of any Defendant; (v) any firm,
21 trust, corporation, or entity in which any Defendant has a controlling interest; and (vi) the heirs,
22 successors, and assigns of any Person excluded from the Class pursuant to Paragraph 1.5 of the
23 Stipulation.

24 (d) Also excluded from the Class is any Person who validly and timely requested
25 exclusion in accordance with the requirements set by the Court as set forth on Exhibit 1 hereto.

26 (e) The Court finds that: (a) the Members of the Class are so numerous that joinder of
27 all Class Members in the Class is impracticable; (b) there are questions of law and fact common
28

1 to the Class that predominate over any individual question; (c) the claims of Lead Plaintiff are
2 typical of the claims of the Class; (d) the Lead Plaintiff and his counsel have fairly and adequately
3 represented and protected the Members of the Class; and (e) a class action is superior to other
4 available methods for the fair and efficient adjudication of the controversy, considering (i) the
5 interests of the Members of the Class individually controlling the prosecution with separate
6 actions; (ii) the extent and nature of any litigation concerning the controversy already commenced
7 by Members of the Class; (iii) the desirability or undesirability of concentrating the litigation of
8 these claims in this particular forum; and (iv) the difficulties likely to be encountered in the
9 management of the class action.

10 (f) The Court confirms the appointments of Lead Plaintiff Andrey Slomnitsky (“Lead
11 Plaintiff”) as the Class Representative and Brower Piven, A Professional Corporation (“Brower
12 Piven”), as Class Counsel.

13 (g) Pursuant to Federal Rule of Civil Procedure 23, the Court hereby approves the
14 Settlement set forth in the Stipulation and finds that:

15 (i) said Stipulation and the Settlement contained therein, are, in all respects,
16 fair, reasonable, and adequate and in the best interest of the Class;

17 (ii) there was no collusion in connection with the Stipulation;

18 (iii) the Stipulation was the product of informed, arm’s-length negotiations
19 among competent, able counsel; and

20 (iv) the record is sufficiently developed and complete to have enabled Lead
21 Plaintiff and Defendants to have adequately evaluated and considered their positions.

22 (h) Accordingly, the Court authorizes and directs implementation and performance of
23 all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except
24 as to any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have
25 validly and timely requested exclusion from the Class, the Court hereby dismisses the Litigation
26 and all claims asserted therein with prejudice. The Settling Parties are to bear their own costs,
27 except as and to the extent provided in the Stipulation and herein.

28

1 (i) Upon the Effective Date, and as provided in the Stipulation, Lead Plaintiff shall,
2 and each of the Class Members shall be deemed to have, and by operation of this Judgment shall
3 have, fully, finally, and forever released, relinquished, and discharged all Released Claims against
4 the Released Defendant Parties (including Unknown Claims), whether or not such Class Member
5 executes and delivers the Proof of Claim and Release form or shares in the Net Settlement Fund.

6 (j) Upon the Effective Date, and as provided in the Stipulation, all Class Members and
7 anyone claiming through or on behalf of any of them, will be forever barred and enjoined from
8 commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in
9 any court of law or equity, arbitration tribunal, or administrative forum, asserting any of the
10 Released Claims against any of the Released Defendant Parties.

11 (k) Upon the Effective Date, and as provided in the Stipulation, each of the Released
12 Defendant Parties shall be deemed to have, and by operation of this Judgment shall have, fully,
13 finally, and forever released, relinquished, and discharged all Released Defendants' Claims
14 (including Unknown Claims) against the Releasing Plaintiff Parties. Claims to enforce the terms
15 of the Stipulation or any order of the Court in the Litigation are not released.

16 (l) The Notice of Pendency and Proposed Settlement of Class Action given to
17 the Class was the best notice practicable under the circumstances, including the individual notice
18 to all Members of the Class who could be identified through reasonable effort, and was
19 disseminated in accordance with the Preliminary Approval Order. Said notice provided the best
20 notice practicable under the circumstances of those proceedings and of the matters set forth therein,
21 including the proposed Settlement set forth in the Stipulation, the Plan of Allocation, Lead
22 Counsel's application for an award of attorneys' fees and/or reimbursement of litigation expenses
23 for Lead Plaintiff's Counsel, and Lead Plaintiff's request for an award for his reasonable time and
24 expenses directly relating to his representation of the Class, to all Persons entitled to such notice,
25 and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, the United
26 States Constitution (including the Due Process Clause), the Private Securities Litigation Reform
27 Act of 1995, 15 U.S.C. §78u-4, as amended, and all other applicable law and rules.

28

1 (m) This Court hereby approves the Plan of Allocation as set forth in the Notice as fair
2 and equitable. The Court directs the Claims Administrator, under the supervision of Lead Counsel,
3 to proceed with the processing of Proofs of Claim and the administration of the Settlement pursuant
4 to the terms of the Plan of Allocation and, upon completion of the claims processing procedure, to
5 present to this Court a proposed final distribution order for the distribution of the Net Settlement
6 Fund to eligible Class Members, as provided in the Stipulation and Plan of Allocation.

7 (n) This Court hereby awards and directs payment as provided in the Stipulation to
8 Lead Counsel of the litigation costs, charges, and expenses of Lead Plaintiff's Counsel in the
9 amount of \$_____, and attorneys' fees equal to ____% of the Settlement Fund,
10 with interest to accrue on such amounts at the same rate and for the same periods as has accrued
11 by the Settlement Fund from the date of this Final Judgment to the date of actual payment of said
12 attorneys' fees and expenses to Lead Counsel as provided in the Stipulation. The Court finds the
13 amount of attorneys' fees awarded herein are fair and reasonable based on: (a) the work performed
14 and costs incurred; (b) the complexity of the case; (c) the risks undertaken and the contingent
15 nature of their employment; (d) the quality of the work performed by Lead Plaintiff's Counsel and
16 their standing and experience in prosecuting similar class action securities litigation; (e) awards to
17 successful plaintiffs' counsel in other, similar litigation; and (f) the substantial benefits achieved
18 for Class Members through the Settlement. The Court also finds that the requested award of
19 expenses is proper as the expenses incurred by Lead Plaintiff's Counsel, including the costs of
20 experts, were reasonable and necessary in the prosecution of this Litigation on behalf of Class
21 Members.

22 (o) The Court approves an award to Lead Plaintiff for \$_____ for his
23 reasonable time and expenses directly relating to his representation of the Class.

24 (p) Lead Counsel may apply, from time to time, for any fees and/or expenses incurred
25 by them solely in connection with the administration of the Settlement and distribution of the Net
26 Settlement Fund to Class Members to the extent any such application combined with the award of
27 attorneys' fees granted in paragraph (n) above does not exceed 33 1/3 percent of the Settlement
28

1 Fund.

2 (q) All payments of attorneys' fees and expenses to Lead Counsel in the Action shall
3 be made from the Settlement Fund, and the Released Defendant Parties shall have no liability or
4 responsibility for the payment of any of Lead Plaintiff's Counsel's attorneys' fees or expenses.
5 All further expenses, if any, incurred in connection with the cost of Notice and administration of
6 the Settlement Fund shall be paid solely from the Settlement Fund upon approval by the Court.

7 (r) Neither the Stipulation nor the Settlement contained therein, nor any act performed
8 or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is, or
9 may be deemed to be, or may be used as an admission of, or evidence of, the validity of any
10 Released Claim, or of any wrongdoing or liability of the Defendants or their respective Related
11 Parties, or (b) is, or may be deemed to be, or may be used as an admission of, or evidence of, any
12 fault or omission of any of the Defendants or their respective Related Parties in any civil, criminal,
13 or administrative proceeding in any court, administrative agency, or other tribunal. The
14 Defendants and/or their respective Related Parties may file the Stipulation and/or this Judgment
15 from this Litigation in any other action that may be brought against them in order to support a
16 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
17 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
18 similar defense or counterclaim.

19 (s) Without affecting the finality of this Judgment in any way, this Court hereby retains
20 continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution
21 of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund;
22 (c) hearing and determining applications for attorneys' fees, expenses, and interest in the
23 Litigation; and (d) all parties herein for the purpose of construing, enforcing, and administering
24 the Stipulation.

25 (t) The Court finds that during the course of the Litigation, the Settling Parties and
26 their respective counsel at all times complied with the requirements of Federal Rule of Civil
27 Procedure 11.

28

1 (u) The Court finds that, pursuant to the Class Action Fairness Act of 2005, the
2 Defendants provided timely and adequate notice of this Settlement to the appropriate state and
3 federal officials.

4 (v) In the event that the Settlement does not become effective in accordance with the
5 terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement
6 Fund is returned to the Defendants or their insurers (less only notice expenses actually incurred in
7 accordance with the Stipulation), then this Judgment shall be rendered null and void to the extent
8 provided by and in accordance with the Stipulation and shall be vacated and, in such event, all
9 orders entered and releases delivered in connection herewith shall be null and void to the extent
10 provided by and in accordance with the Stipulation, and the Settling Parties shall revert to their
11 respective positions in the Litigation as of October 10, 2019, as provided in the Stipulation.

12 (w) Without further order of the Court, the Settling Parties may agree to reasonable
13 extensions of time to carry out any of the provisions of the Stipulation.

14 (x) The Court directs immediate entry of this Judgment by the Clerk of the Court. This
15 Court finds, for purposes of Rule 54(b) of the Federal Rules of Civil Procedure, that there is no
16 just reason for delay.

17 IT IS SO ORDERED.

18 DATED: _____

19 _____
20 The Honorable Larry R. Hicks
21 United States District Judge
22 District of Nevada
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