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5

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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 )  
12 ) CLASS ACTION

13 This Document Relates To: ) **[PROPOSED] ORDER GRANTING**  
14 ALL ACTIONS. ) **PRELIMINARY APPROVAL OF**  
15 ) **PROPOSED SETTLEMENT, GRANTING**  
16 ) **CONDITIONAL CLASS**  
17 ) **CERTIFICATION, AND**  
18 ) **PROVIDING FOR NOTICE TO THE**  
19 ) **CLASS**

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

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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19 7. The Court approves, as to form and content, the Notice of Pendency and Proposed  
20 Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of  
21 Claim”), and the Summary Notice of Proposed Settlement of Class Action (the “Summary  
22 Notice”) for publication, annexed as Exhibits 1-3 hereto, and finds that the mailing and distribution  
23 of the Notice and publishing of the Summary Notice in the manner and form set forth in this Order  
24 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 8. 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.

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

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

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

26 (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 (30) 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.  
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9 10. 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 11. 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 and fifty (150) calendar days after entry  
3 of this Order. Such deadline may be further extended by Court Order. Each Proof of Claim shall  
4 be deemed to have been submitted when postmarked (if properly addressed and mailed by first  
5 class mail, postage prepaid) provided such Proof of Claim is actually received prior to the motion  
6 for an 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 12. 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 13. 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           14.     Lead Counsel shall promptly provide Defendants' Counsel copies of all requests  
3 for exclusion.

4           15.     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.  
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10           16.     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.  
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16           17.     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           18.     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 19. 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 20. 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           21.     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.  
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15           22.     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

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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.<sup>1</sup>

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	
<b>SUBMIT A CLAIM FORM</b>	The only way to be eligible to receive a payment from the Settlement. <b>Proof of Claim forms must be postmarked or submitted online on or before _____, 2020.</b>
<b>EXCLUDE YOURSELF</b>	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. <b>Exclusions must be postmarked on or before _____, 2020.</b>
<b>OBJECT</b>	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. <b>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.</b>
<b>GO TO THE HEARING ON _____, 2020</b>	Ask to speak in Court about the fairness of the Settlement. <b>Requests to speak must be received by the Court and counsel on or before _____, 2020.</b>
<b>DO NOTHING</b>	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 <sup>1</sup> 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.

10 **Statement of Potential Outcome of Case**

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

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

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

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.<sup>2</sup> 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

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<sup>2</sup> 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](http://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](http://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:

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

- 23 • The Settling Parties shall expressly waive and each Releasing Plaintiff Party  
24 and Released Defendant Party shall be deemed to have, and by operation of  
25 the Judgment shall have, expressly waived any and all provisions, rights,  
26 and benefits conferred by any law of any state or territory of the United  
27 States, or principle of common law, which is similar, comparable, or  
28 equivalent to California Civil Code §1542. The Releasing Plaintiff Parties  
and Released Defendant Parties 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 the Released Claims or Released Defendants’ Claims, but (a) the  
Releasing Plaintiff Parties shall expressly fully, finally, and forever waive,  
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  
Orders entered by the Court and to the other settlement related papers filed in the Litigation,  
13 which are posted on the Settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), and which  
14 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](http://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  
Court for its approval by Lead Plaintiff after consultation with his damages expert. The  
18 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  
19 will be posted on the settlement website.

20 The objective of the Plan of Allocation is to equitably distribute the Net Settlement  
Fund to those Class Members who suffered economic losses as a proximate result of the  
21 alleged wrongdoing. The Claims Administrator shall determine each Authorized  
Claimant's share of the Net Settlement Fund based upon the recognized loss formulas (the  
22 "Recognized Loss") described below. The calculation of Recognized Loss depends upon  
23 several factors, including, when shares of Allied common stock were purchased during the  
Class Period and for what price; whether those shares were sold, and if sold, when and for  
24 what price. The Recognized Loss calculations made pursuant to the Plan of Allocation are  
not intended to be estimates of, nor indicative of, the amounts that Class Members might  
25 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  
26 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  
27 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.

<b>Table 1</b>		
<b>Artificial Inflation in Allied Common Stock</b>		
<b>From</b>	<b>To</b>	<b>Per-Share Price Inflation</b>
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**

<b>Sale Date</b>	<b>90-Day Lookback Value</b>	<b>Sale Date</b>	<b>90-Day Lookback Value</b>	<b>Sale Date</b>	<b>90-Day Lookback Value</b>
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  
2 MARTIN A. MUCKLEROY  
3 Nevada Bar No. 009634  
4 6077 South 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 UNITED STATES DISTRICT COURT  
12 DISTRICT OF NEVADA

13 In re ALLIED NEVADA GOLD CORP., ) Case No. 3:14-cv-00175-LRH-WGC  
14 SECURITIES LITIGATION )  
15 \_\_\_\_\_ ) CLASS ACTION  
16 This Document Relates To: )  
17 PROOF OF CLAIM AND RELEASE  
18 ALL ACTIONS. )  
19 EXHIBIT A-2  
20 \_\_\_\_\_ )

21 **I. GENERAL INSTRUCTIONS**

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

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

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

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)

24 \_\_\_\_\_  
25 (Sign your name here)

26 \_\_\_\_\_  
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

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: ) 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”)<sup>1</sup> for \$14,000,000 in cash

28 <sup>1</sup> The Stipulation can be viewed and/or obtained at [www.\\_\\_\\_\\_\\_.com](http://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: \_\_\_\_\_  
5

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

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