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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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|---|---------------------------------|
| In re: SPIRIT AVIATION HOLDINGS, INC., <i>et al.</i> , Debtors. ¹ | Case No. 25-11897 (SHL) |
| JONATHAN DIONNE, ALEXA GARCIA, KENNETH J. MANGIONE, NICOLE ALI, BILLY MOSS, and ERICK SALAZAR, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, – against – SPIRIT AVIATION HOLDINGS, INC., Defendant. | Adversary Pro. No. _____ |

CLASS ACTION COMPLAINT

¹ The Debtors' names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (7023); Spirit Finance Cayman 1 Ltd. (7020); Spirit Finance Cayman 2 Ltd. (7362); Spirit IP Cayman Ltd. (4732); and Spirit Loyalty Cayman Ltd. (4752). The Debtors' mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

Plaintiffs Jonathan Dionne, Alexa Garcia, Kenneth J. Mangione, Nicole Ali, Billy Moss, and Erick Salazar (collectively, “Plaintiffs”), on behalf of themselves and on behalf of all others similarly situated (“Similarly Situated Employees”), bring this Class Action Complaint against Defendant Spirit Aviation Holdings, Inc. (“Spirit,” “Defendant” or the “Company”), and allege as follows:

NATURE OF THE ACTION

1. This is a class action on behalf of Plaintiffs and Similarly Situated Employees Defendant Spirit to recover damages equaling sixty (60) days’ pay and ERISA benefits due for violations of the Worker Adjustment and Retraining Notification Act of 1988 (the “WARN Act”), 29 U.S.C. §§ 2101-2109, *et seq.*

2. Until its abrupt cessation of operations on May 2, 2026, Spirit was a major American airline carrier that served the United States, Latin America, and the Caribbean, offering discount, no-frills fares. Spirit started flying in 1992.

3. On May 2, 2026, Plaintiffs and Similarly Situated Employees received an email sent from David Davis, Chief Executive Officer of Spirit (“Davis”), stating that Spirit had decided to cease operations immediately. Approximately 17,000 employees were suddenly without jobs or benefits and still owed pay for their accrued sick leave and vacation time. True and correct copies of those emails are annexed hereto as Exhibit A.

4. Spirit failed to provide Plaintiffs and Similarly Situated Employees with at least sixty (60) days’ advance written notice of termination, in violation of the WARN Act. Accordingly, Plaintiffs and Similarly Situated Employees are entitled to recover a judgment equal to their wages and ERISA benefits for sixty (60) days.

JURISDICTION AND VENUE

5. This adversary proceeding arises in and relates to Spirit's cases pending before this Court under Chapter 11 of the Bankruptcy Code, and is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B), (F), and (H).

6. The Court has jurisdiction over Plaintiffs' claims under the WARN Act pursuant to 28 U.S.C. § 157, 1331, 1334, 1367, and 29 U.S.C. § 2104(a)(5).

7. This is a core proceeding pursuant to § 157(b)(2)(A), (B) and (O). Pursuant to Rule 7012(b) of the Federal Rules of Bankruptcy Procedure, Plaintiffs consent to the entry of final orders or judgment by the bankruptcy court.

8. Venue is proper with respect to the Plaintiffs' claims under the WARN Act, pursuant to 28 U.S.C. § 1391 and 29 U.S.C. § 2104.

THE PARTIES

9. Plaintiff Alexa A. Garcia ("Garcia"), a citizen of Florida, was employed by Spirit as a DOT Compliance Specialist. Plaintiff's employment was terminated on May 2, 2026, without any prior notice.

10. Plaintiff Jonathan Dionne ("Dionne"), a citizen of Florida, was employed by Spirit as a Software Engineer. Dionne's employment was terminated on May 2, 2026, without any prior notice.

11. Plaintiff Kenneth J. Mangione ("Mangione"), a citizen of Florida, was employed by Spirit as a Senior Maintenance Planner until his employment was terminated on May 2, 2026, without any prior notice.

12. Plaintiff Nicole Ali (“Ali), a citizen of Florida, was employed by Spirit as a Flight Attendant from August 2017 until her employment was terminated on May 2, 2026, without any prior notice.

13. Plaintiff Billy Moss (“Moss”), a citizen of South Carolina, was employed by Spirit as a Heavy Maintenance Project Manager until his employment was terminated on May 2, 2026, without any prior notice.

14. Plaintiff Erick Salazar (“Salazar”), a citizen of Florida, was employed by Defendant as a Senior Software Engineer until his employment was terminated on May 2, 2026, without any prior notice.

15. In addition, approximately 17,000 Similarly Situated Employees were employed by Spirit until May 2, 2026, when they were suddenly terminated without any prior notice.

16. Defendant Spirit is a publicly traded airline that, until its closure, serviced the United States, Latin America, and the Caribbean. Spirit was known as a no-frills discount airline. Defendant Spirit initiated consolidated chapter 11 bankruptcy proceedings on August 29, 2025. Defendant’s primary address is 1731 Radiant Drive, Dania Beach, FL 33004.

17. On or about May 4, 2026, Spirit filed a Motion in this Court seeking permission to pay retention bonuses to certain employees who remain with Spirit during the wind-down process. Spirit requested permission to pay \$10.7 million in retention bonuses to these non-executive employees. However, Spirit has failed to disclose the amounts it expects to pay the three unnamed senior executives, believed to be Davis, Fred Cromer, Executive Vice-President and Chief Financial Officer of Spirit (“Cromer”), and John Bendoraitis, Executive Vice-President and Chief Operating Officer of Spirit (“Bendoraitis”), who will participate in what is called the “Wind-Down KEIP.” It is reasonable to infer from this failure to identify any sum of money or the expected

recipients of those sums that the amount is in the millions of dollars for each of these senior executives.

FACTUAL BACKGROUND

18. Plaintiffs and Similarly Situated Employees were employed by Spirit prior to its sudden cessation of operations on or about May 2, 2026.

19. Defendant Spirit commenced the instant bankruptcy matter by filing a voluntary petition under Chapter 11 of the Bankruptcy Code on or about August 29, 2025 (“the Petition Date”). Defendant continued operations after the Petition Date.

20. Despite numerous assurances by senior management, including Davis, that Spirit would continue as a going concern, Davis announced on May 2, 2026, via mass email to Spirit employees that the Company would cease all operations immediately (the “Announcement”).

21. As recently as April 16, 2026, Spirit had advised its employees that it planned on continuing operations and that they should ignore the rumors that Spirit was near a termination point. Plaintiffs and other Similarly Situated Employees were reassured by Spirit and its senior executives, including Davis, through this statement of confidence. Spirit continued to disseminate positive misleading statements to employees and others, assuring them that normal operations would continue in the hours immediately prior to the Announcement.

22. Plaintiffs and Similarly Situated Employees were shocked when they received the Announcement, which stated that May 2, 2026 would be their last day and provided a link to website to provide information about “termination, pay, benefits and a detailed Q&A” and another link to a website that purported to provide “more details about the wind down and separation process, as well as information about collecting any personal items from Spirit locations.” Additionally, the Announcement advised employees that their Spirit email accounts would be

deactivated at 11:00 pm that night. The announcement stated that employees would be paid “for hours worked through May 2, 2026.” However, to date, employees have not received their final paychecks, accrued vacation time, or unused sick time.

23. Upon information and belief, Spirit terminated Plaintiffs’ employment along with the employment of nearly all of Spirit’s other Similarly Situated Employees. These terminations constitute a mass layoff and/or plant closing as defined by the WARN Act, for which employees were entitled to receive sixty (60) days’ advance written notice that should have been delivered to the workers (and others required by law) on or around the week of March 4, 2026.

24. Upon information and belief, Defendant did not provide a compliant WARN Act notice to Plaintiffs or Similarly Situated Employees prior to May 2, 2026.

25. Defendant’s discharge of Plaintiffs and Similarly Situated Employees was without cause.

26. Following failed efforts to reorganize, on or about May 2, 2026, Spirit pivoted to a wind-down, shut down operations, and proposed retention and bonus programs to maintain a skeleton workforce and compensate remaining employees during liquidation. Spirit requested authority to pay up to \$10.7 million in retention bonuses to non-management employees. Spirit also sought approval of a revised, one-time retention bonus plan specifically for three unidentified senior executives (the “Wind-Down KEIP”).

27. Prior to the proposed Wind-Down KEIP, Spirit paid substantial retention bonuses to senior executives of the Company in 2025, including approximately \$2.9 million to Davis, \$1.2 million to Cromer, and \$1.1 million to Bendoraitis.

28. The Wind-Down KEIP does not identify the three senior executives who are the intended recipients of the bonus plan. Moreover, it does not specify the amounts of the bonuses to

be paid to the unidentified senior executives or provide any information on the potential magnitude of the payouts. Given the lack of information about the Wind-Down KEIP bonuses, it is reasonable to infer that these payments will be substantial, potentially in the millions of dollars per person.

CLASS ACTION ALLEGATIONS

29. Plaintiffs bring this action on their own behalf and, pursuant to 29 U.S.C. § 2104(a)(5) and Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure made applicable herein by Rules 7023 (a) and (b) (3) of the Federal Rules of Bankruptcy Procedure and, for themselves and on behalf of Similarly Situated Employees who worked for Spirit and who are owed damages due to violations of the WARN Act.

30. Plaintiffs and Similarly Situated Employees constitute a class within the meaning of Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure made applicable herein by Rules 7023 (a) and (b) (3) of the Federal Rules of Bankruptcy Procedure. The class is defined as:

All former employees of Defendant who were terminated as part of—or as the reasonably foreseeable result of—the mass layoff ordered by Defendant on or about May 2, 2026, and were harmed thereby (the “Class”).

31. Upon information and belief, Spirit terminated the employment of more than 100 Similarly Situated Employees, along with terminating Plaintiffs’ employment.

32. The WARN Act requires Spirit to give Plaintiffs and those similarly situated members of the WARN Class at least sixty (60) days’ advance written notice prior to their terminations.

33. Upon information and belief, prior to their termination, Spirit did not provide written notice in compliance with the requirements of the WARN Act to Plaintiffs or to members of the Class.

34. Upon information and belief, Spirit has failed to pay Plaintiffs and members of the Class their respective wages, salary, commissions, bonuses, accrued holiday pay, and accrued vacation pay for sixty (60) days following their respective terminations and failed to make retirement contributions and provide them with health insurance coverage and other employee benefits.

35. **Numerosity.** The members of the Class are so numerous that joinder of all members is impracticable, as there are approximately 17,000 persons who are included within the Class definition. The disposition of their claims in a class action will provide substantial benefits to the parties and the Court.

36. **Typicality.** Each Plaintiff's claims are typical of the claims of the members of the Class.

37. **Commonality.** Questions of fact and law are common to the members of the Class, and these predominate over any such questions affecting only individual members.

38. Questions of law and fact are indeed common to the members of the Class here, and these predominate over any questions solely affecting individual members of the Class. These include, but are not limited to:

- (a) Whether the Class Members were employees of Defendant who worked at or reported to any covered facility/location;
- (b) Whether Defendant was an "employer" as defined by the WARN Act;
- (c) Whether Defendant, as an employer, terminated the employment of the members of the Class without cause on their part and without giving them 60 (sixty) days of advance written notice;
- (d) Whether Defendant's failure to provide 60 (sixty) days' notice should render it liable to the Class Members for 60 (sixty) days' pay and benefits;

- (e) Whether Defendant may rely on the WARN Acts' "unforeseeable business circumstances" defense, the "faltering company" defense, or some other defense;
- (f) Whether Defendant may be entitled to any reduction in its liability for exercising "good faith" in its conduct of these terminations and failure to give proper notice;
- (g) Whether the defense of impossibility excuses Defendant's contractual obligations to Class Members.

39. Plaintiffs will fairly and adequately protect the interests of the respective Class.

40. Plaintiffs have retained counsel competent and experienced in complex employment litigation.

41. In this instance, proceeding via class action is superior to other available methods to fairly and efficiently adjudicate this controversy. Most individual Plaintiffs/members of the Class may lack the money or other necessary resources to prosecute a lawsuit in federal court against a large corporation in a thorough and timely manner. This is certainly the case here.

42. On information and belief, the identity of the Class members is contained in the books and records of Defendant.

43. On information and belief, a recent residence address of each of the Class members is contained in the books and records of Defendant.

44. On information and belief, the rate of pay and benefits that were being paid by Defendant to each Class member at the time of his/her termination are contained in the books and records of Defendant.

45. The measure of damages sought is common to all members of the Class. As a result of Defendant's violation of the WARN Act, the Plaintiffs and the other members of the Class have been damaged in amounts equal to the sum of: (a) their respective lost wages, salaries, commissions, bonuses, accrued holiday pay, accrued vacation pay, 401 (k) contributions for sixty

(60) calendar days; (b) the health and medical insurance and other fringe benefits that they would have received or had the benefit of receiving, for a period of sixty (60) calendar days after the dates of their respective terminations; and (c) medical expenses incurred during such period by such persons that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period.

46. Plaintiffs have no interests that conflict with those of the Class.

CLAIM FOR RELIEF

**Violation of the WARN Act, 29 U.S.C. §§ 2101, *et. seq.*
(Against Defendant Spirit)**

47. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs as if fully set forth herein.

48. At all relevant times, Spirit employed 100 or more employees (exclusive of part-time workers). Alternatively, it employed 100 or more employees who (in the aggregate) worked 4,000 or more hours per week, excluding overtime hours, within the United States as defined by the WARN Act.

49. Spirit, as a single employer, ordered the “mass layoff” and/or “plant closing” of one or more of its facilities as those terms are defined by 29 U.S.C. § 2101(a).

50. At all relevant times, Spirit was an “employer,” as that term is defined in 29 U.S.C. § 2101(a)(1) and 20 C.F.R. § 639(a), and continued to operate as a business until Defendants decided to order a mass layoff.

51. Plaintiffs and the members of the Class who were terminated by Spirit as a result of Spirit’s ordering the mass layoff and/or plant closing on or about May 2, 2026, were “affected employees” as defined by 29 U.S.C. § 2101(a)(5) of the WARN Act.

52. Plaintiffs and the members of the Class are “aggrieved employees” of the Spirit as that term is defined by 29 U.S.C. § 2104(a)(7).

53. The mass layoff and/or plant closing at Spirit’s facilities resulted in “employment losses,” as that term is defined by the WARN Act for at least fifty (50) of Spirit’s employees, as well as 33% of Spirit’s workforce at its facilities, excluding “part-time employees,” as that term is defined by the WARN Act. 29 U.S.C. § 2101.

54. Section 2102 of WARN and 20 C.F.R. §§ 639.1 - 639.10, *et. seq.*, requires Spirit to provide to employees at least sixty (60) days prior written notice of the termination or, in certain narrow circumstances, notice as soon as practicable.

55. Spirit failed to provide at least sixty (60) days’ prior notice before terminating the members of the Class, and it failed to provide a notice or notices setting forth the basis for this reduced notice, as required by the WARN Act.

56. Spirit failed to pay Plaintiffs and each of the members of the Class their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for sixty (60) working days following their respective terminations, and failed to make retirement benefit contributions, provide other employee benefits under ERISA, and pay their medical expenses for sixty (60) calendar days from and after the dates of their respective terminations.

57. As a result of Spirit’s failure to pay the wages, benefits and other monies as asserted above, the members of the Class were damaged in an amount equal to the sum of the members of the Class unpaid wages, PTO, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits that would have been paid for a period of sixty (60) calendar days after the date of their terminations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and Class Members demand judgment against the Defendant as follows:

- (a) Certification that, pursuant to Rules 23 (a) and (b) of the Federal Rules of Civil Procedure as made applicable herein by Rules 7023(a) and (b) of the Federal Rules of Bankruptcy Procedure and the WARN Act, 29 U.S.C. §2104(a)(5), Plaintiffs and the Class members constitute a single class;
- (b) An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and retirement contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act;
- (c) An amount equal to the sum of accrued but unpaid vacation as of the termination date of Plaintiffs and the Class members;
- (d) Interest as allowed by law on the amounts owed per the preceding paragraphs;
- (e) Appointment of Plaintiffs as the Class Representative and payment of reasonable compensation for their services as such;
- (f) Appointment of the undersigned attorneys as Class Counsel;
- (g) An allowed administrative priority claim against Spirit under 11 U.S.C. § 503 for the reasonable attorneys' fees and the costs and disbursements the Plaintiffs incur in prosecuting this action, as authorized by the WARN Act, 29 U.S.C. §2104(a)(6);
and

(h) Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

Dated: May 12, 2026

/s/ _____
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Email: alapat@edelson-law.com

Counsel to Plaintiffs and the Proposed Class

Exhibit A



By Email

Association of Flight Attendants, International ALPA
Amy Drinkhouse, MEC
518 C Street NE,
Washington, DC 20002

This letter is notice that Spirit Airlines (the “Company”) will be conducting a reduction in force affecting employees you represent at the following locations:

- Hartsfield-Jackson Atlanta International Airport (ATL)
6000 North Terminal Parkway, Atlanta, GA 30320
- Baltimore Washington International Thurgood Marshall Airport (BWI)
7050 Friendship Rd, Baltimore, MD 21240
- Dallas/Fort Worth International Airport (DFW)
3200 E Airfield Dr, Dallas, TX 75261
- Detroit Metropolitan Wayne County Airport (DTW)
2500 World Gateway Place, Detroit, MI 48242
- Newark Liberty International Airport (EWR)
10 Toler Pl, Newark, NJ 07114
- Fort Lauderdale-Hollywood International Airport (FLL)
100 Terminal Dr, Fort Lauderdale, FL 33315
- George Bush Intercontinental Airport (IAH)
2800 N Terminal Rd, Houston, TX 77032
- Harry Reid International Airport (LAS)
5757 Wayne Newton Boulevard, Las Vegas, NV 89119
- LaGuardia Airport (LGA)
9400 Ditmars Blvd · East Elmhurst, NY 11369
- Orlando International Airport (MCO)
1 Jeff Fuqua Blvd, Orlando, FL 32827
- Miami International Airport (MIA)
2100 NW 42nd Ave, Miami, FL 33142
- Chicago O’Hare Airport (ORD)
10000 W O’Hare Ave, Chicago, IL 60666
- MCO Inflight & Operations Center (OOC)
10084 AirTran Blvd Orlando, FL 32827
- Spirit Support Center
1731 Radiant Drive Dania Beach, FL 33004

Attached is a schedule of the following information: the job titles of the affected positions among the workers who you represent and the names of the workers currently holding those jobs. This layoff will begin on May 2, 2026 or the 14-day period commencing on that date. The layoff will be permanent, and the Company’s operations at the locations will permanently cease.



We regret that we are not able to give you more notice of your layoff. We were not able to do so because the Company was actively seeking capital to avoid these layoffs and closures and notice would have precluded the Company from obtaining the capital needed. Specifically, during its chapter 11 cases, the Company has been funded by debtor in possession (DIP) financing, and sought additional funding from those lenders and from multiple other third parties. During this extended attempt to raise additional financing, which included an agreement having been reached in March with its DIP lenders to fund the Company's emergence from chapter 11 and the filing of a chapter 11 plan, issuing WARN Act notices would have materially and adversely impacted Spirit's ability to raise additional capital, including either (i) incremental funding from the DIP lenders under the Restructuring Support Agreement that had been agreed to on March 13, 2026 or (ii) approximately \$500mm in funding from, and that was the subject of very advanced discussions with, the United States Government. We are notifying you of the decision to cease operations and terminate most of our valued workforce as soon as it was practicable to do so, after having heard the final positions of the DIP lenders and the United States Government. The need to cease operations and abandon our efforts to reorganize was a result of the recent dramatic and sustained deterioration in business conditions -- primarily the material and sustained run up in fuel prices -- resulting from geopolitical events of the last few weeks. In the face of these unforeseeable developments, we sought relief from our lenders and from the United States Government, and were in intense discussions with both on new financing until very recently when we were advised that additional funding for operations would not be provided. This recent development left us with insufficient liquidity to continue operations. These conditions -- including war in the middle east and a massive run up in fuel prices that will cost US airlines billions of dollars this year -- were not foreseeable by the Company, and developed with a speed and severity that precluded the Company from giving earlier notice as we fought to save Spirit.

The information provided in this notice is based on the best information available to the Company at this time. If you have questions or require further information, please contact Suzanne Solon at Suzanne.Solon@Spirit.com. If there is any change in this information, we will update you as soon as practicable.

If you represent employees working in New Jersey, we are enclosing a notice prepared using the form specified by the New Jersey Department of Labor in accordance with a state law called the Millville Dallas Airmotive Plant Job Loss Notification Act.

If you represent employees working in New York, we are also giving you the following information consistent with New York law:

We have attached a schedule of the names and addresses of each affected employee you represent.

You are also hereby notified that, as a result of their employment loss, individuals represented by you may be eligible to receive job retraining, re-employment services, or other assistance with obtaining new employment upon termination. These individuals may also be eligible for unemployment insurance benefits after their last day of employment. Whenever possible, the New York State Department of Labor will contact the employer to arrange to



provide additional information regarding these benefits and services to these individuals through workshops, interviews, and other activities that will be scheduled prior to the time their employment ends. If their jobs have already ended, they can also access re-employment information and apply for unemployment insurance benefits on the Department's website or they may use the contact information provided on the website or visit one of the Department's local offices to obtain further information and assistance.

We are also separately providing notice to the workers you represent. Those notices are being delivered today by Email. We gave appropriate notices of this layoff and closure, on May 2, 2026 to the New York Commissioner of Labor, the local workforce development board, the chief elected official of the applicable unit or units of local government, the school district or districts in which the layoffs will occur, and each locality which provides police, firefighting, emergency medical or ambulance services or other emergency services to the site of employment where the event is occurring.

The undersigned attests to the truthfulness of all information provided in this letter.

Sincerely,

Suzanne Solon
Vice President, Human Resources



May 2, 2026

BY U.S. Mail

Re: Notice of Layoff

Dear Team Member,

This letter is notice that Spirit Airlines (the "Company") will be permanently closing all of its operational locations, including the following:

- Hartsfield-Jackson Atlanta International Airport (ATL)
6000 North Terminal Parkway, Atlanta, GA 30320
- Baltimore Washington International Thurgood Marshall Airport (BWI)
7050 Friendship Rd, Baltimore, MD 21240
- Dallas/Fort Worth International Airport (DFW)
3200 E Airfield Dr, Dallas, TX 75261
- Detroit Metropolitan Wayne County Airport (DTW)
2500 World Gateway Place, Detroit, MI 48242
- Newark Liberty International Airport (EWR)
10 Toler Pl, Newark, NJ 07114
- Fort Lauderdale-Hollywood International Airport (FLL)
100 Terminal Dr, Fort Lauderdale, FL 33315
- George Bush Intercontinental Airport (IAH)
2800 N Terminal Rd, Houston, TX 77032
- Harry Reid International Airport (LAS)
5757 Wayne Newton Boulevard, Las Vegas, NV 89119
- LaGuardia Airport (LGA)
9400 Ditmars Blvd · East Elmhurst, NY 11369
- Orlando International Airport (MCO)
1 Jeff Fuqua Blvd, Orlando, FL 32827
- Miami International Airport (MIA)
2100 NW 42nd Ave, Miami, FL 33142
- Chicago O'Hare Airport (ORD)
10000 W O'Hare Ave, Chicago, IL 60666
- MCO Inflight & Operations Center (OOC)
10084 AirTran Blvd Orlando, FL 32827
- Spirit Support Center
1731 Radiant Drive Dania Beach, FL 33004

As a result, you and other employees who work at these locations will be laid off on May 2, 2026, or the 14-day period beginning on that date.



This layoff will be permanent, and the Company's operations at the locations will permanently cease. Bumping rights (that is, the right to avoid termination by displacing another employee), if any, for union employees will be governed by the applicable collective bargaining agreement. Non-union employees do not have bumping rights.

We regret that we are not able to give you more notice of your layoff. We were not able to do so because the Company was actively seeking capital to avoid these layoffs and closures and notice would have precluded the Company from obtaining the capital needed. Specifically, during its chapter 11 cases, the Company has been funded by debtor in possession (DIP) financing, and sought additional funding from those lenders and from multiple other third parties. During this extended attempt to raise additional financing, which included an agreement having been reached in March with its DIP lenders to fund the Company's emergence from chapter 11 and the filing of a chapter 11 plan, issuing WARN Act notices would have materially and adversely impacted Spirit's ability to raise additional capital, including either (i) incremental funding from the DIP lenders under the Restructuring Support Agreement that had been agreed to on March 13, 2026 or (ii) approximately \$500mm in funding from, and that was the subject of very advanced discussions with, the United States Government. We are notifying you of the decision to cease operations and terminate most of our valued workforce as soon as it was practicable to do so, after having heard the final positions of the DIP lenders and the United States Government. The need to cease operations and abandon our efforts to reorganize was a result of the recent dramatic and sustained deterioration in business conditions – primarily the material and sustained run up in fuel prices -- resulting from geopolitical events of the last few weeks. In the face of these unforeseeable developments, we sought relief from our lenders and from the United States Government, and were in intense discussions with both on new financing until very recently when were advised that additional funding for operations would not be provided. This recent development left us with insufficient liquidity to continue operations. These conditions – including war in the middle east and a massive run up in fuel prices that will cost US airlines billions of dollars this year -- were not foreseeable by the Company, and developed with a speed and severity that precluded the Company from giving earlier notice as we fought to save Spirit.

The information provided in this notice is based on the best information available to the Company at this time. This notice is not a promise of continued or future employment. If your employment is currently terminable at will, this notice does not affect that status.

If you have questions or require further information, please contact Suzanne Solon at Suzanne.Solon@Spirit.com. If there is any change in this information, we will update you as soon as practicable.



If you work in New Jersey, we are enclosing a notice prepared using the form specified by the New Jersey Department of Labor in accordance with a state law called the Millville Dallas Airmotive Plant Job Loss Notification Act.

If you work in New York, we are also giving you the following information consistent with New York law: You may be eligible to receive severance benefits. If you are eligible for severance benefits, additional information about those benefits, including whether you must enter into a separation agreement with a release of claims, will be provided to you separately. Severance benefits, to the extent you qualify for them, would be provided after your last day of employment. You are also hereby notified that, as a result of your employment loss, you may be eligible to receive job retraining, re-employment services, or other assistance with obtaining new employment from the New York State Department of Labor or its workforce partners upon your termination. You may also be eligible for unemployment insurance benefits after your last day of employment. Whenever possible, the New York State Department of Labor will contact your employer to arrange to provide additional information regarding these benefits and services to you through workshops, interviews, and other activities that will be scheduled prior to the time your employment ends. If your job has already ended, you can also access reemployment information and apply for unemployment insurance benefits on the Department's website or you may use the contact information provided on the website or visit one of the Department's local offices for further information and assistance. The undersigned attests to the truthfulness of all information provided in this letter.

Sincerely,

Suzanne Solon
Vice President, Human Resources

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Spirit Airlines Facing WARN Lawsuit on the Heels of May 2026 Shutdown](#)
