

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

M & M HART LIVING TRUST,
Individually and on Behalf of All
Others Similarly Situated; RANDI
WILLIAMS,

Plaintiffs,

v.

GLOBAL EAGLE
ENTERTAINMENT, INC., DAVID M.
DAVIS, and THOMAS E.
SEVERSON, JR.

Defendants.

Case No. 2:17-cv-01479-PA-MRW

PROOF OF CLAIM AND RELEASE FORM

THIS FORM MUST BE POSTMARKED BY JANUARY 18, 2019

IF YOU PURCHASED OR OTHERWISE ACQUIRED GLOBAL EAGLE ENTERTAINMENT, INC. (“GLOBAL EAGLE” OR THE “COMPANY”) COMMON STOCK BETWEEN MAY 9, 2016 AND MARCH 16, 2017, INCLUSIVE, YOU MAY BE A MEMBER OF THE SETTLEMENT CLASS ENTITLED TO RECOVERY. YOU MUST COMPLETE THIS FORM TO RECEIVE PAYMENT AS PART OF THE CLASS ACTION SETTLEMENT.

I. GENERAL INSTRUCTIONS

A. To recover as a member of the Settlement Class based on your claims in the action entitled *M & M Hart Living Trust et al. v. Global Eagle Entertainment et al.*, No. 17-CV-01479 (C.D. Cal.) (the “Litigation”), you must complete and, on page 18 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed Proof of Claim and Release (as set forth in paragraph C below), your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Litigation.

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

C. **YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JANUARY 18, 2019**, ADDRESSED TO THE CLAIMS ADMINISTRATOR AS FOLLOWS: GLOBAL EAGLE SECURITIES LITIGATION, C/O STRATEGIC CLAIMS SERVICES, 600 N. JACKSON STREET, SUITE 205, MEDIA, PA 19063.

You will bear all risks of delay or non-delivery of your claim. If you are NOT a member of the Settlement Class (as defined in the “Notice of Proposed Class Action Settlement”), DO NOT submit a Proof of Claim and Release Form.

D. If you are a member of the Class, you are bound by the terms of any judgment entered in the litigation, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.**

II. CLAIMANT IDENTIFICATION INSTRUCTIONS

A. The “Settlement Class” is defined as all persons or entities, including, without limitation, their beneficiaries, that purchased or otherwise acquired Global Eagle common stock during the Class Period, excluding (i) Global Eagle and any of its affiliates during the Class Period (including PAR Investment

Partners, L.P. and ABRY Partners and their affiliates and managed investment funds); (ii) the Individual Defendants and any entity in which any Individual Defendant has a controlling interest; (iii) any officers or directors of Global Eagle during or after the Class Period; (iv) any Persons who or which exclude themselves by submitting a request for exclusion that is accepted by the Court; and (v) any members of the immediate families of and the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of any such excluded party in their capacity as such. The Class shall be certified for purposes of this Settlement only. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the Notice of Proposed Class Action Settlement. If you fall under this definition, follow the below instructions.

B. If you purchased Global Eagle common stock and held the certificate(s) in your name, you are the beneficial owner as well as the record owner. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third party is the record owner.

C. Use Section IV of this form entitled “Claimant Identification” to identify each owner of record (“nominee”), if different from the beneficial owner of Global Eagle common stock which forms the basis of this claim.

D. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNERS, OR THE LEGAL REPRESENTATIVE OF SUCH OWNERS, OF THE GLOBAL EAGLE COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

E. A separate claim must be filed for each type of account or ownership (i.e., individual account, IRA account, joint account, custodial account, etc.). Joint tenants or UGMA custodians should file a single claim.

F. All joint owners must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them. Documentation establishing their authority must accompany this claim and their titles or capacities must be stated.

G. The Social Security or Taxpayer Identification number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. TRANSACTION SCHEDULE INSTRUCTIONS

A. Use Section V of this form entitled “Schedule of Transactions in Global Eagle Common Stock” to supply all required details of your transaction(s) in Global Eagle common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name and Social Security or Taxpayer Identification number on each additional sheet.

B. List each transaction in the Settlement Class Period separately and in chronological order, by trade date (not the “settlement” date), beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

C. The price per share, paid or received, should be exclusive of all commissions, taxes, fees and other charges.

D. **Copies of broker confirmation slips or monthly statements of your transactions in Global Eagle common stock must be attached to your claim.** If such documents are not in your possession, please obtain equivalent contemporaneous documents from your broker or financial advisor. A complete list of acceptable supporting documentation can be found at the Claims Administrator’s website: www.strategicclaims.net. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

E. If your trading activity during the Settlement Class Period exceeds 50 transactions, you must provide, in electronic file, all purchase and sale information required in the Schedule of Transactions. For a copy of instructions and parameters concerning such a submission, contact the Claims Administrator by toll-free phone at (866) 274-4004, or via the website at www.strategicclaims.net.

IV. CLAIMANT IDENTIFICATION

Please Type or Print

Beneficial Owner's Name <i>(as it appears on your brokerage statement)</i>		
Joint Beneficial Owner's name <i>(as it appears on your brokerage statement)</i>		
Record Owner's Name and Address (if different from beneficial owner listed above)		
Street Address		
City	State	Zip Code
Foreign Province	Foreign Country	
Area Code & Telephone Number (day)	Area Code & Telephone Number (evening)	
Social Security Number	OR	Taxpayer Identification Number

Specify one of the following:

- Individual/Sole Proprietor
 Joint Ownership
 Corporation
 UGMA Custodian
 IRA
 Partnership
 Pension Plan
 Estate
 Trust
 IRA
 Other:_____

V. SCHEDULE OF TRANSACTIONS IN GLOBAL EAGLE COMMON STOCK

A. State the total number of shares of Global Eagle common stock owned at the close of trading on May 8, 2016, *(if none, enter "0"; if other than zero, must be documented)*:

B. Separately list each and **every purchase** of Global Eagle common stock during the period May 9, 2016 **through** March 16, 2017, and provide the following information *(must be documented)*:

Trade Date (list chronologically) Month/Day/Year	Number of Shares Purchased	Price per Share (excluding commissions, taxes and fees)

C. Separately list each and **every sale** of Global Eagle common stock during the period May 9, 2016 through March 16, 2017, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Sold	Price per Share (excluding commissions, taxes and fees)

D. State the total number of shares of Global Eagle common stock owned at the close of trading on March 16, 2017, (*if none, enter "0"; if other than zero, must be documented*):

E. Please check applicable box:

- I certify that the submitting party is **not** an ERISA plan
- I/We certify that the submitting party is an ERISA plan and has complied with the applicable ERISA exemption

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

YOU MUST READ THE RELEASE AND SIGN ON PAGE 18

VI. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I/We submit this Proof of Claim and Release Form under the terms of the Stipulation of Settlement described in the Notice. I/We hereby acknowledge that I/we submit to the jurisdiction of the United States District Court for the Central District of California with respect to my/our claim as a Settlement Class Member(s) (as defined in the Notice), for purposes of enforcing the release set forth in any judgments or orders which may be entered in the Litigation. I/We agree to furnish additional information to Lead Counsel to support this claim if required to do so. I/We have not submitted any other claim covering the same purchases or sales of Global Eagle common stock during the Settlement Class Period and know of no other person having done so on my/our behalf.

VII. RELEASE

A. I/We hereby warrant and represent that I/we have read the Notice, Proof of Claim, and the Stipulation of Settlement (the "Stipulation") and understand that, pursuant to ¶ 4.2 of the Stipulation and through operation of the final judgment to be entered by the Court, I/we shall have fully and finally relinquished all Released Claims against the Released Parties as set forth in ¶ 4.2 of the Stipulation and the defined terms set forth therein. I/We further acknowledge and agree that I am/we are bound by and subject to the terms of any judgment that may be entered in the Litigation, including without limitation, the release of claims against the Released Parties as set forth in ¶ 4.2 of the Stipulation and the defined terms set forth therein.

B. "Released Claims" means any and all Claims, including Unknown Claims, that have been, could have been, or in the future can or might be asserted in any federal, state or foreign court, tribunal,

forum or proceeding by on or behalf of any of the Releasing Parties against any one or more of the Released Parties, whether any such Released Parties were named, served with process, or appeared in the Action, which directly or indirectly arise out of or relate to (i) the Action and (ii) any claims in connection with, based upon, arising out of, or relating to the Settlement (but excluding any claims to enforce the terms of the Settlement).

C. "Unknown Claims" shall mean all Claims of every nature and description which any Settlement Class member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to opt-out or object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Plaintiffs shall expressly waive, and each of the Settlement Class members shall be deemed to have waived, and by operation of the Final Judgment shall have waived, the provisions, rights and benefits of California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Plaintiffs shall expressly waive and each of the Settlement Class members shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state, territory, foreign country or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. The Plaintiffs and/or one or more Settlement Class members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Plaintiffs shall expressly fully, finally and forever settle and release, and each Settlement Class member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of fiduciary duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Plaintiffs acknowledge, and the Settlement Class members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

D. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

E. I/We hereby warrant and represent that I/we have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

F. I/We hereby warrant and represent that I/we have included information about all of my/our transactions in Global Eagle common stock which occurred during the Settlement Class Period.

VIII. CERTIFICATION

UNDER THE PENALTY OF PERJURY, I/WE CERTIFY THAT:

A. The number shown on this form is my/our correct Social Security or Taxpayer Identification number.

B. I/We certify that I am/we are NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out the word "NOT" in the sentence above.

C. I/We declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned and any supporting documents attached hereto are true, correct and complete to the best of my/our knowledge, information and belief, and that this Proof of Claim and Release Form was executed this _____ day of _____, in _____, _____.
(State/Country) (Month/Year) (City)

Signature of Claimant

Signature of person signing on behalf of Claimant

(Print your name here)

(Print your name here)

Signature of Joint Claimant, if any

Capacity of person signing on behalf of Claimant, if other than an individual, (e.g., Executor, President, Custodian, etc.)

(Print your name here)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Remember to sign the above release and certification.
2. Remember to attach only **copies** of acceptable supporting documentation, a complete list of which can be found on the Claims Administrator's website.
3. Do not send originals of securities certificates.
4. Keep copies of the completed claim form and documentation for your own records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent. **You will bear all risks of delay or non-delivery of your claim.**
6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at: www.strategicclaims.net.