

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**If you purchased or otherwise acquired Global Eagle Entertainment, Inc. (“Global Eagle”) common stock between May 9, 2016 and March 16, 2017, you could receive a payment from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- The purpose of this Notice is to inform you of a proposed settlement of this class action and the scheduling of a settlement fairness hearing with respect to the proposed settlement and the motion of the Lead Plaintiff and Lead Counsel for an award of attorneys’ fees and expenses. Further information is provided below. Documents related to the proposed settlement are available at [www.strategicclaims.net](http://www.strategicclaims.net).
- The proposed Settlement, if approved by the Court, will provide \$1,100,000 to pay claims from all persons or entities, including, without limitation, their beneficiaries, that purchased or otherwise acquired Global Eagle common stock between May 9, 2016 and March 16, 2017 (inclusive) (“Settlement Class Period”). If purchasers of all the estimated 22.1 million damaged Global Eagle shares submit claims, this will result in a recovery of approximately \$0.05 per share, *before* the deduction of attorneys’ fees, costs, and expenses, as approved by the Court.
- The Settlement resolves a U.S. lawsuit over whether Global Eagle disseminated materially false and misleading statements and omissions with regards to the internal controls over financial reporting and disclosures. Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Plaintiffs and believes that they have meritorious defenses to those claims and contentions. The Settlement shall in no event be construed as, or deemed to be evidence of, an admission or concession by any of the Defendants or Released Parties with respect to any claim of any fault or liability or wrongdoing or damage to the Lead Plaintiff, the Settlement Class Members, or any Person.
- Court-appointed lawyers for investors have litigated this matter on a contingent basis and advanced all expenses incurred on behalf of the Class. These lawyers will ask the Court for \$275,000 in attorneys’ fees (25% of the Settlement) and reimbursement for expenses of up to \$35,000 for their work litigating the case and negotiating the Settlement. If approved by the Court, these amounts will be deducted from the \$1,100,000 settlement (totaling \$0.014 per share assuming claims are submitted on behalf of 22.1 million shares).
- After deducting for any attorneys’ fees and expenses, the award to Plaintiffs, and administration costs, the estimated average recovery from the Settlement assuming claims are made on behalf of 22.1 million shares is \$0.036 per share (assuming claims are submitted on behalf of 22.1 million shares).
- The Court has not yet approved the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **Your legal rights are affected whether you act or don’t act. Read this Notice carefully.**

<b><u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u></b>	
<b>SUBMIT A CLAIM FORM NO LATER THAN JANUARY 18, 2019</b>	The only way to get a payment if you have a Recognized Claim.
<b>EXCLUDE YOURSELF NO LATER THAN JANUARY 18, 2019</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Released Parties about the Released Claims.
<b>OBJECT NO LATER THAN FEBRUARY 11, 2019</b>	Write to the Court about why you do not like the Settlement. You may, but are not required to, appear at the Final Approval Hearing.
<b>GO TO A HEARING</b>	You may ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

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**BASIC INFORMATION**

**1. Why did I get this notice package?**

You or someone in your family may have purchased or otherwise acquired shares of Global Eagle common stock between May 9, 2016 and March 16, 2017, inclusive. The Court directed that this Notice be sent to potential Settlement Class Members because they have a right to know about a proposed settlement of a class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and any appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

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

Plaintiffs allege that Defendants Global Eagle, David M. Davis, and Thomas E. Severson Jr. (“Defendants”) violated Sections 10(b) and Section 20(a) of the Exchange Act of 1934. According to Plaintiffs, Defendants violated these statutes by making false or misleading statements concerning Global Eagle’s acquisition of Emerging Markets Communications (“EMC”), the accounting for that acquisition and the status of Global Eagle’s integration with EMC, despite deficiencies in the Company’s internal controls over financial reporting which limited Defendants from knowing whether these statements were true. When this information became public, Plaintiffs allege that Global Eagle’s share price fell and shareholders were damaged. The Litigation seeks money damages against Defendants. Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Plaintiffs in the Litigation. Defendants continue to assert that they did not violate Sections 10(b) and Section 20(a) of the Exchange Act of 1934, that they did not engage in any conduct that could give rise to any liability to Plaintiffs or the Settlement Class, that none of the alleged statements of omissions caused damages to Plaintiffs or the Settlement Class, and that none of the alleged misstatements or omissions were material.

**3. Why is this a class action?**

In a class action, one or more people called Class Representatives (in this case, Lead Plaintiff M & M Hart Living Trust and Plaintiff Randi William), sue on behalf of people who have similar claims. All persons with similar claims are members of the Settlement Class, who together constitute the class. Bringing a case, such as this one, as a class action allows the collective adjudication of many similar claims that might

be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class. Judge Percy Anderson of the Central District of California is overseeing this class action.

4. Why is there a settlement?

Both sides agree to the Settlement. Lead Counsel, who have extensive experience in securities and complex shareholder class-action litigation, believe that the Settlement provides the Settlement Class with significant and certain benefits now and eliminates the risk of no recovery following what would be years of further uncertain litigation, including resolution of the pending appeal from the district court's dismissal of Plaintiffs' claims, further motions to dismiss, the disposition of a class certification motion, motions for summary judgment, and if summary judgment is not granted to Defendants, a contested trial and likely appeals, with the possibility of no recovery at all.

Plaintiffs and Defendants vigorously disagree on both liability and the amount of money that could have been won if Plaintiffs prevailed at trial. The parties disagree about: (1) the amount of alleged damages, if any, that could be recovered at trial; (2) the other causes of the loss in the value of the stock at the end of the Class Period; (3) the proper measure of alleged damages; (4) the extent that various facts alleged by the Plaintiffs were materially false and misleading; and (5) whether the facts alleged were material, false, misleading or otherwise actionable under the securities laws.

Plaintiffs, in proposing that the Court approve the \$1,100,000.00 (one million one hundred thousand dollar) settlement as fair, reasonable and adequate to the Settlement Class, has considered, among other factors, Plaintiffs' ability to prevail on the contested factual and legal issues. There was a significant risk that the dismissal of Plaintiffs' claims could have been affirmed on appeal, or, even if reversed, dismissed or limited prior to or at trial, or on appeal from a jury verdict.

Plaintiff will file with the Court on or before January 28, 2019 a formal motion for approval of the proposed Settlement further discussing the reasons justifying the settlement.

Defendants have denied and continue to deny each and all of the claims and contentions alleged by Plaintiffs and believe that they have meritorious defenses to those claims and contentions. The Settlement shall in no event be construed as, or deemed to be evidence of, an admission or concession by any of the Defendants or Released Parties with respect to any claim of any fault or liability or wrongdoing or damage to the Plaintiffs, the Settlement Class Members, or any Person.

**WHO IS PART OF THE SETTLEMENT?**

5. How do I know if I am part of the Settlement?

The Court directed that, for the purposes of the proposed Settlement, everyone who fits this description is a member of the Settlement Class: all persons or entities, including, without limitation, their beneficiaries, that purchased or otherwise acquired Global Eagle common stock between May 9, 2016 and March 16, 2017 (inclusive).

6. Are there exceptions to being included?

Excluded from the Settlement Class are (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. Also

excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to this Notice.

If one of the mutual funds in which you are invested purchased or otherwise acquired Global Eagle common stock during the Settlement Class Period, that does not make you a member of the Settlement Class. You are a member of the Settlement Class only if you directly purchased or otherwise acquired Global Eagle common stock during the Settlement Class Period. Contact your broker to see if you purchased or otherwise acquired Global Eagle common stock during the Settlement Class Period.

If you **sold** but did not purchase Global Eagle common stock during the Settlement Class Period, you are not a member of the Settlement Class. You are a member of the Settlement Class only if you **purchased or otherwise acquired** your shares during the Settlement Class Period.

**7. What if I am still not sure if I am included?**

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator by writing to Global Eagle Securities Litigation, c/o Strategic Claims Service, 600 N. Jackson Street, Suite 205, Media, PA 19063; faxing to (610) 565-7985; or emailing to info@strategicclaims.net for more information.

**WHAT ARE THE SETTLEMENT BENEFITS?**

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

Defendants have agreed to create a \$1.1 million fund to be distributed, after the payment of claims administration and notice costs and Lead Counsel’s attorneys’ fees and expenses as awarded by the Court, to all members of the Settlement Class who send in a valid and timely Proof of Claim and Release Form (“Proof of Claim”).

In return, the Parties will agree to dismiss the Litigation and Plaintiffs and all members of the Settlement Class who do not opt out agree to release, relinquish and discharge all Released Claims (including Unknown Claims) against the Defendants and their respective Related Persons, whether or not these members of the Settlement Class execute and deliver the Proof of Claim.

**9. How will the Settlement be allocated among class members?**

The proposed settlement provides for a Settlement Fund of \$1,100,000 in cash. After payment of any attorneys’ fees and reimbursement of costs and expenses, and administrative fees (“Net Settlement Fund”), the Settlement Fund will be distributed to the Settlement Class according to the plan of allocation.

The objective of the plan of allocation is to equitably distribute the settlement proceeds to those Class members who suffered economic losses as a proximate result of the alleged wrongdoing. The plan of allocation generally measures the amount of loss that a Class member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to members of the Settlement Class who submit valid Proofs of Claim (the “Authorized Claimants”). The plan of allocation is not a formal damage analysis. The calculations made pursuant to the plan of allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the plan of allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the plan of allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the

Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

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

For each share of Global Eagle common stock *purchased or otherwise acquired during the Class Period*, the amount of the claim will be:

Date Purchased	Date Sold				
		May 9, 2016 to Nov. 8, 2016	Nov. 9, 2016 to Feb. 20, 2017	Feb. 21, 2017 to Mar. 16, 2017	Mar. 17, 2017 to present
May 9, 2016 to Nov. 8, 2016		\$0/share	\$1.02/share	\$2.76/share	\$3.35/share
Nov. 9, 2016 to Feb. 20, 2017		N/A	\$0/share	\$1.74/share	\$2.33/share
Feb. 21, 2017 to Mar. 16, 2017		N/A	N/A	\$0/share	\$0.59/share
Mar. 17, 2017 to present		N/A	N/A	N/A	\$0/share

The amounts listed in the above table represent the per-share declines in the price of Global Eagle common stock that occurred on November 8, 2016, February 20, 2017, and March 16, 2017. The plan of allocation compensates Authorized Claimants for these declines only because these declines were statistically significant relative to the overall market on those particular days. Authorized Claimants will have a Recognized Loss only if they purchased shares prior to these dates and held these shares when the per-share declines occurred.

**10. How much will my payment be?**

If you are entitled to a payment, your share of the Settlement Fund will depend on the number of Authorized Claimants. Payments will be calculated on a *pro rata* basis, meaning that the Settlement Fund (less all administrative costs, including the costs of notice, attorneys' fees and expenses) will be divided among the Authorized Claimants and distributed accordingly after the deadline for submission of Proof of Claim forms has passed.

Claims which result in payment of less than \$10 will be deemed to be *de minimis* and will not be issued. No claims will be calculated for any purchase of Global Eagle securities to cover a short sale.

To the extent that any amount of the Settlement Fund remains after the Claims Administrator has caused distributions to be made to all Authorized Claimants, whether by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in the Settlement Fund six months after the initial distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distributions, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such redistribution if Lead Counsel, in consultation with the Claims Administrator, determines that additional redistributions, after deduction of any additional fees and expenses that would be incurred with respect to such redistribution, would be cost-effective. At such time as it is determined

that the redistribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance in the Net Settlement Fund shall be contributed to non-sectarian, not-for-profit 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

### **HOW CAN YOU RECEIVE A PAYMENT?**

#### **11. How can I get a payment?**

To qualify for a payment, you must send in a Proof of Claim form. A Proof of Claim form accompanies this Notice. You may also download a Proof of Claim form from the Claims Administrator's website, [www.strategicclaims.net](http://www.strategicclaims.net). Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it **postmarked no later than January 18, 2019** to the Claims Administrator at the address provided in Question 7. Any Class member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any distribution from the Settlement Fund (unless by order of the Court the deadline to submit a Proof of Claim is extended or such Class member's Proof of Claim is accepted), but otherwise shall be bound by all of the terms of the Stipulation of Settlement ("Stipulation") and the Settlement, including the releases in the Stipulation, and will be permanently barred and enjoined from bringing any action against any and all Defendants and Released Parties concerning any and all of Plaintiffs' Released Claims.

#### **12. When would I get my payment?**

The Court will hold a hearing on March 4, 2019, to decide whether to approve the Settlement. If the Settlement is approved, the Claims Administrator will complete the administration process and determine how much each Authorized Claimant is entitled to receive. Lead Counsel will then seek permission from the Court to distribute the Settlement Fund on a *pro rata* basis to Authorized Claimants. This may take several months.

#### **13. What am I giving up to get a payment?**

Unless you exclude yourself, you will remain a member of the Settlement Class, and that means that, upon the "Effective Date," you will release all "Released Claims" against the "Released Parties."

The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal and when all conditions of the Stipulation have been met.

"Related Persons" of a Person or entity means any of that Person or entity's past, present or future directors, officers, employees, parents, partners, members, principals, agents, owners, fiduciaries, shareholders, related or affiliated entities, subsidiaries, divisions, accountants, auditors, attorneys, associates, consultants, advisors, insurers, co-insurers, reinsurers, trustees, estates, beneficiaries, administrators, foundations, underwriters, banks or bankers, personal or legal representatives, divisions, joint ventures, spouses, domestic partners, family members, heirs, estates, executors, devisees, legatees or any other person or entity acting or purporting to act for or on behalf of that Person or entity, and each of their respective predecessors, successors and assigns, and any trusts for which any of them are trustees, settlors, or beneficiaries.

"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).

“Released Parties” means (A) Global Eagle, its past, present and future, direct or indirect, parent entities, associates, affiliates (including PAR Investment Partners, L.P. and ABRY Partners and their affiliates and managed investment funds), and subsidiaries, each and all of their respective past, present, and future directors, officers, partners, stockholders, predecessors, successors and employees, and in their capacity as such, each and all of their underwriters, advisors, attorneys, auditors, consultants, trustees, insurers, co-insurers, reinsurers, representatives, and assigns; (B) the Individual Defendants, and their respective present, past and future spouses, parents, siblings, children, grandparents, and grandchildren, the present, past and future spouses of their respective parents, siblings and children, and the present, past and future parents and siblings of their respective spouses, including step and adoptive relationships; (C) any and all persons, firms, trusts, corporations, and other entities in which any of the Defendants or any past, present, and future directors or officers of Global Eagle has a financial interest or was a sponsor, founder, settler or creator of the entity, and, in their capacity as such, any and all officers, directors, employees, trustees, beneficiaries, settlers, creators, attorneys, consultants, agents, or representatives of any such person, firm, trust, corporation or other entity; and (D) in their capacity as such, the legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

“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.

If you remain a member of the Settlement Class, all of the Court’s orders will apply to you and legally bind you.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants on your own about the Released Claims, then you must take steps to exclude yourself—or as it is sometimes referred to, you must “opt out” of the Settlement Class.

14. How do I exclude myself from the proposed Settlement?

To exclude yourself from the Settlement Class, you must send a letter by mail stating that you “request exclusion from the Settlement Class in *M & M Hart Living Trust et al. v. Global Eagle Entertainment et al.*, No. 17-CV-01479 (C.D. Cal.)” Your letter must state the date(s), price(s) and number(s) of shares of all your purchases, acquisitions and sales of Global Eagle shares during the Settlement Class Period. In addition, be sure to include your name, address, daytime telephone number and your signature. You must mail your exclusion request **postmarked no later than January 18, 2019** to the Claims Administrator at: Global Eagle Securities Litigation, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 205, Media, PA 19063.

**You cannot exclude yourself by telephone, by fax or by e-mail.** If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue Global Eagle and the other Released Parties about the Released Claims in the future.

15. If I do not exclude myself, can I sue Global Eagle, Defendants or the other Released Parties later for the Released Claims?

No. Unless you exclude yourself, you give up any rights to sue Defendants and the other Released Parties, or to enforce any existing judgments against any of the Released Parties, for any and all Released Claims. If you have a pending lawsuit against Defendants or the other Released Parties, speak to your lawyer in that case immediately, to determine if you have to exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **January 18, 2019**.

16. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, do not send in a Proof of Claim form to ask for any money. But, you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and the other Released Parties.

## THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court appointed the law firms of Levi & Korsinsky, LLP and Bronstein, Gewirtz & Grossman, LLC as Co-Lead Counsel to represent all class members. These lawyers are called Lead Counsel. You will **not** be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Lead Counsel are moving the Court to award attorneys’ fees from the Settlement Fund in an amount not to exceed twenty-five percent (25%) of the Settlement Fund and for reimbursement of their expenses of approximately \$35,000, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. Lead Counsel, without further notice to the Settlement Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the

Settlement proceeds to the members of the Settlement Class and any proceedings subsequent to the Final Approval Hearing.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel has not been paid for its services for conducting this litigation on behalf of Plaintiffs and the Class nor for its substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for its work in achieving the Settlement Fund. The Court may, however, award less than this amount. In that case, the difference will remain with the Settlement Fund.

### **OBJECTING TO THE SETTLEMENT**

#### **19. How do I tell the Court that I do not like the proposed Settlement?**

If you are a member of the Settlement Class, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, or the application by Lead Counsel for an award of fees and reimbursement of expenses. You may write to the Court setting out your objections. You may give reasons why you think the Court should not approve any or all of the settlement terms or arrangements and submit any documentation you believe is appropriate. The Court will only consider your views if you file a proper objection within the deadline identified and according to the following procedures.

To object, you must send a signed letter or other court submission stating that you object to the proposed Settlement in *M & M Hart Living Trust et al. v. Global Eagle Entertainment et al.*, No. 17-CV-01479 (C.D. Cal.). You must include your name, address, telephone number, and your signature, identify the date(s), price(s) and number(s) of shares of all purchases and sales of the Global Eagle shares you made during the Settlement Class Period, and state the reasons why you object to the Settlement. Your objection must be filed with the Court and served on all the following counsel so that **it is actually received, not merely postmarked, on or before February 11, 2019:**

<b>COURT:</b> Clerk of the Court United States District Court Central District of California 255 East Temple Street, Suite 180 Los Angeles, CA 90012	<b>PLAINTIFFS' LEAD COUNSEL:</b> Adam M. Apton, Esq. LEVI & KORSINSKY, LLP 1101 30th Street NW, Suite 115 Washington, D.C. 20007	<b>COUNSEL FOR THE DEFENDANTS:</b> Stephen P. Blake, Esq. SIMPSON THACHER & BARTLETT LLP 2475 Hanover Street Palo Alto, CA 94304
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### **THE COURT'S SETTLEMENT HEARING**

#### **20. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the proposed Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because the case no longer affects you.

#### **21. When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold a Final Approval Hearing at 1:30 p.m. on March 4, 2019, at the United States District Court for the Central District of California, First Street Courthouse, 350 W. 1st Street, Courtroom 9A, 9th Floor, Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. At the Final Approval Hearing, the Court also will consider the proposed

Plan of Allocation for the proceeds of the Settlement and the application of Lead Counsel for attorneys' fees, and reimbursement of expenses. The Court will take into consideration any written objections. The Court may change the date and time of the Final Approval Hearing. Please check with Lead Counsel before coming to be sure that the date and/or time has not changed.

22. 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 filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but attendance is not mandatory. Members of the Settlement Class do not need to appear at the hearing or take any other action to indicate their approval.

23. May I speak at the hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection (see Question 19 above) a statement stating that it is your "Notice of Intention to Appear in *M & M Hart Living Trust et al. v. Global Eagle Entertainment et al.*, No. 17-CV-01479 (C.D. Cal.)." Members of the Settlement Class who intend to object to the Settlement, the Plan of Allocation, or Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses, and desire to present evidence at the Final Approval Hearing must include in their written objections the identity of any witnesses they propose to call to testify and any exhibits they intend to offer into evidence at the Final Approval Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Final Approval Hearing by the deadline identified.

**IF YOU DO NOTHING**

24. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement and, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Defendants or the Released Parties about the claims being released in the Settlement. All members of the Class who do not submit valid and timely Proof of Claim forms shall be forever barred from receiving any payments from the Settlement, but will in all other respects be subject to and bound by the provisions of the Stipulation and any Order and Final Judgment entered.

**GETTING MORE INFORMATION**

25. Are there more details about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are in a Stipulation dated as of October 4, 2018. You may obtain a copy of the Stipulation by writing to Adam M. Apton, Esq., Levi & Korsinsky, LLP, 1101 30th Street, N.W., Suite 115, Washington, D.C. 20007 or on Lead Counsel's website at [www.zlk.com](http://www.zlk.com). You also can contact the Claims Administrator by mail at Global Eagle Securities Litigation, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 205, Media, PA 19063; by toll free phone at (866) 274-4004; or by visiting the website [www.strategicclaims.net](http://www.strategicclaims.net) to obtain information and forms. The pleadings and other court filings are available for inspection at the Office of the Clerk of the United States District Court for the Central District of California, Ronald Reagan Federal Building and U.S. Courthouse, 255 East Temple Street, Suite 180, Los Angeles, California 90012, during regular business hours.

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

## **SPECIAL NOTICE TO NOMINEES**

If you hold Global Eagle common stock pursuant to a transaction that took place within the United States within the Class Period, as nominee for a beneficial owner, then you must either: (1) send a copy of the Notice and Proof of Claim by first-class mail to all such persons or entities within thirty (30) days of receipt of this Notice: or (2) provide a list of the names and addresses of such persons or entities to the Claims Administrator at Global Eagle Securities Litigation, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 205, Media, PA 19063 within ten (10) days of receipt of this Notice.

If you choose to mail this Notice and the Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim, and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim, upon submission of appropriate documentation to the Claims Administrator.

Dated: November 5, 2018

**BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**