

Fill in this information to identify the case:

Debtor name: **AirFastTickets, Inc.**

United States Bankruptcy Court for the: **Southern District of New York**

Case number (If known): **15-11951 (SHL)**

ID: 237  
STEVEN J BARRETT  
13 CASKIE DRIVE  
SKELMORLIE NORTH AYRSHIRE  
SCOTLAND, PA 175 AW  
UNITED KINGDOM

**YOUR CLAIM IS SCHEDULED AS:**

Schedule/Claim ID s32  
Amount/Classification  
\$0.00 Priority  
\$37,202.36 Unsecured

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

**THIS SPACE IS FOR COURT USE ONLY**

RECEIVED

APR 04 2016

BMC GROUP

Official Form 410

**Proof of Claim**

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, except for administrative expenses under 11 U.S.C. § 503(b)(9).

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that is actually received on or before 7:00 pm, prevailing Eastern Time on April 6, 2016 for Non-Governmental Claimants OR on or before April 25, 2016 for Governmental Units.

**Part 1: Identify the Claim**

1. Who is the current creditor?

Mary-Philippa BARRETT  
Name of the current creditor (the person or entity to paid for this claim)  
Other name the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Mary-Philippa BARRETT  
Name

Name

13 CASKIE DRIVE  
Number Street

Number Street

SKELMORLIE NORTH AYRSHIRE PARSAN  
City State ZIP Code  
SCOTLAND - U.K.

City State ZIP Code

Contact phone \_\_\_\_\_

Contact phone \_\_\_\_\_

Contact email \_\_\_\_\_

Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. Does this claim amend one already filed?

☐ No

☒ Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on 01/08/2016  
MM/DD/YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? \_\_\_\_\_

**AirFastTickets, Inc. POC**

**Part 2: Give information about the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 178,581.80 Does this amount include interest or other charges?  
☐ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

unpaid salary, unpaid vacation, unpaid contractual notice, short pay  
salary - difference between what I was paid versus what I should  
have been paid according to my contract

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_

Amount of the claim that is secured: \$ \_\_\_\_\_

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_ %

- ☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☐ Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$2,775\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☒ Wages, salaries, or commissions (up to \$12,475\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 178,581.80

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/01/2016  
MM/DD/YYYY

Signature

M. J. Barrett

Print the name of the person who is completing and signing this claim:

Name

Mary-Philippa

First name Middle name

BARRETT  
Last name

Title

MRS

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

13 CASKIE DRIVE  
Number Street

SKELMORIE, North Ayrshire, Scotland  
City U.K.

State

PA17SAW  
ZIP Code

Contact phone

011 441475272337

Email phippa@barrett.com



37861562000237

STEVEN J BARRETT  
13 CASKIE DRIVE  
SKELMORLIE NORTH AYRSHIRE  
SCOTLAND, PA 175 AW  
UNITED KINGDOM

B7 (Official Form 7) (04/13)

5

Breen Ltd.  
149 Georgi S. Rakovski St.,  
Fl 3, Ap. 9  
Sofia, 1000  
BULGARIA

3/16/2015	\$10,838.00	NONE
3/16/2015	\$214,840.00	NONE

Katopodis Thodoris  
Payroll and Services for Greek Entity (Affiliate)

4/07/2015	\$200,000.00	NONE
4/07/2015	\$100,000.00	NONE
4/08/2015	\$70,000.00	NONE
4/08/2015	\$200,000.00	NONE
4/09/2015	\$100,000.00	NONE
4/13/2015	\$90,000.00	NONE
4/16/2015	\$170,000.00	NONE
5/12/2015	\$300,000.00	NONE

Fast Group A.E.  
Affiliate  
Skouze St. 6  
Piraeus, Attica 18530  
GREECE

11/28/2014	\$80,000.00	NONE
11/24/2014	\$62,185.00	NONE
11/19/2014	\$80,000.00	NONE
11/10/2014	\$180,351.00	NONE
1/01/2015	\$5,023.30	NONE
3/01/2015	\$100,000.00	NONE
3/01/2015	\$60,000.00	NONE

Steven J. Barrett  
Former Chief Commercial Officer  
13 Caskie Drive  
Skelmorlie, North Ayrshire PA  
175 AW, Scotland,  
UNITED KINGDOM

✓ 10/31/2014	\$2,757.56	2000	NONE
✗ 11/04/2014	\$985.84	-	NONE
✓ 11/18/2014	\$5,512.50	3675.52	NONE
✗ 11/21/2014	\$2,757.57	-	NONE
✓ 11/28/2014	\$5,512.50	3675.52	NONE
✓ 12/12/2014 - Last payment RCVD	\$4,725.00	3214.01	NONE

Mary-Philippa Barrett  
Former Chief Marketing Officer  
13 Caskie Drive  
Skelmorlie, North Ayrshire PA  
175 AW, Scotland  
UNITED KINGDOM

✓ 10/31/2014	\$3,230.64	2325.54	NONE
✗ 11/04/2014	\$3,000.00	-	NONE
✓ 11/18/2014	\$3,500.00	2508.75	NONE
✗ 11/21/2014	\$2,739.72	-	NONE
✓ 11/28/2014	\$3,500.00	2508.75	NONE
✓ 12/18/2014 - Last payment RCVD	\$3,000.00	2174.25	NONE

Frank Ferro  
Former Chief Financial Officer  
5 Cornell Ct  
Tinton Falls, NJ 07724

10/31/2014	\$6,630.63	NONE
11/18/2014	\$10,416.67	NONE
11/21/2014	\$6,670.63	NONE
11/28/2014	\$10,416.67	NONE
12/18/2014	\$10,416.67	NONE
12/31/2014	\$10,416.67	NONE
1/26/2015	\$10,416.67	NONE
2/04/2015	\$10,416.67	NONE

**Mary-Philippa Barrett Disputed Salary Payments**

According to the Bankruptcy Court main Document, Page 5 OF 16 (attached) Mary-Philippa Barrett received payments from Airfasttickets on both the 4th of November 2014 and the 21st of November 2014. No such payments were ever received from Airfasttickets on or around those dates.

10/31/2014 claimed payment of \$3,230.64, payment received \$2,328.54

11/04/2014 claimed payment \$3,000, payment received \$0

11/18/2014 claimed payment \$3,500, payment received \$2,508.75

11/21/2014 claimed payment \$2,39.72, payment received \$0

11/28/2014 claimed payment \$3,500, payment received \$2,508.75

12/12/2014 claimed payment \$3,000, payment received \$2,174.25

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
<b>Steven J. Barrett</b> 13 Caskie Drive Skelmorlie, North Ayrshire PA 175 AW, Scotland UNITED KINGDOM	<b>Former Chief Commercial Officer</b>	<b>12/18/2014</b>
<b>Mary-Philippa Barrett</b> 13 Caskie Drive Skelmorlie, North Ayrshire PA 175 AW, Scotland UNITED KINGDOM	<b>Former Chief Marketing Officer</b>	<b>12/18/2014</b>
<b>Eleni Vareli</b> P.O. Box 1681 New York, NY 10150	<b>Former Chief Operating Officer</b>	<b>7/13/2015</b>
<b>Nikolaos Koklonis</b> 79 Pleasant Ridge Road Harrison, NY 10528	<b>Former Chief Executive Officer</b>	<b>7/13/2015</b>
<b>Jason Chen</b> 233 Wilshire Blvd., Suite 400 Santa Monica, CA 90401	<b>Former Co-Chief Executive Officer and Director</b>	<b>6/7/2015</b>
<b>Frank Ferro</b> 5 Cornell Ct Tinton Falls, NJ 07724	<b>Former Chief Financial Officer</b>	<b>7/8/2015</b>

**23. Withdrawals from a partnership or distributions by a corporation**

None ☒ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
---	-----------------------------------	--

**24. Tax Consolidation Group.**

None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)



Phippa Barrett <phippa1@gmail.com>

---

## Re: Non Compete Waivers Barretts

1 message

---

Adam Meislik <ameislik@glassratner.com>

25 August 2015 at 19:48

To: "phippa1@gmail.com" <phippa1@gmail.com>

Cc: steve barrett <steve.barrett0@gmail.com>

I didn't receive the executed copy of your non-competes.

Please consider this email as your official termination.

Adam Meislik

Senior Managing Director

GlassRatner Advisory & Capital Group LLC

19800 MacArthur Blvd., Suite 820 | Irvine, CA 92612

T (949) 407-6627 | C (949) 281-6458 | F (949) 743-0333

[Website](#) | [Bio](#) | [vCard](#) | [ameislik@glassratner.com](mailto:ameislik@glassratner.com)

Member of BTG Global Advisory

NOTICE: This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately, and delete this message and all copies and backups thereof. Thank you.

(Sent from my mobile phone)

On Tue, Aug 25, 2015 at 11:44 AM, [phippa1@gmail.com](mailto:phippa1@gmail.com) <[phippa1@gmail.com](mailto:phippa1@gmail.com)> wrote:

Hi Adam

Thanks, the signing of the non compete will enable us to provide Jason with suggestions as to how we might help him with his new venture.

Please come back to us as soon as the Bankruptcy is confirmed so we can register our claim in the formal process.

In the meantime will bankruptcy confirmation also mean that you will write to us at that point to terminate our employment?

Regards

Phippa and Steve



**Subject:** Steve and Phippas Projects

**Date:** Thursday, 15 January 2015 10:18:14 Greenwich Mean Time

**From:** Phippa Barrett

**To:** Kristina Maximenko (HR Manager)

**CC:** Nikolaos Koklonis, Steve Barrett

Hi Kristina

Steve and I had a call with Niko today.

The question of me being unpaid leave until March was a misunderstanding.

Niko confirmed that we are working on the due diligence for the investors.

As a result, the question you needed for payroll approval has been answered.

We were not paid for the last 2 weeks in Dec and there is no money in the bank today for the first 2 weeks in January but we believe the funds to cover this are on their way so now the question has been answered, you can approve the payments

Still employed and working  
on the investors due Dilligence  
(@ 15 Jan 2015

Subject: RE: Barretts Status

Date: Tuesday, 30 June 2015 12:59:02 British Summer Time

From: Kristina Maximenko (HR Manager)

To: Phippa Barrett

CC: Steve Barrett

Hi Phippa,

I wish I had answers for you, but as you know, Niko has been unresponsive and I am not a decision maker here.

As for the paperwork, the only paperwork that is provided to US employees is a year-end earnings statement. If you had no earnings in a calendar year, you will not receive any paperwork. That statement is sent in February for a previous year. I believe you received yours for 2014. If you have no earnings in 2015, you will not have any paperwork for this year. Unfortunately, that's all I can advise you on.

Kristina

-----Original Message-----

From: Phippa Barrett

Sent: Monday, June 29, 2015 10:38 AM

To: Kristina Maximenko

Cc: Steve Barrett

Subject: Barretts Status

Hi Kristina

We can't go on like this, we really need to know what's happening. At the very least we need paperwork for tax purposes here in the UK and the U.S. Because we have returns to be completed and we can't afford any high tax bill and we don't want to get into trouble with US or UK tax authorities. Can you please try bring get us to a place where we can either be paid or terminated

Regards

Phippa

Sent from my iPhone

Proof that our contracts  
were still in place, as far  
as we and HR were  
concerned @ 30 June 2015

**Health Coverage**☐ VOID  
☐ CORRECTED

OMB. No. 1545-2252

**2015**► Information about Form 1095-B and its separate instructions is at [www.irs.gov/form1095b](http://www.irs.gov/form1095b).**Part I Responsible Individual**

1 Name of responsible individual <b>MARY-PHILIPPA BARRETT</b>	2 Social security number (SSN) <b>XXX-XX-7096</b>	3 Date of birth (If SSN is not available)
4 Street address (including apartment no.) <b>40 W 55TH ST APT 9A</b>	5 City or town <b>NEW YORK</b>	
6 State or province <b>NY</b>	7 Country and ZIP or foreign postal code <b>US 10019</b>	
8 Enter letter identifying Origin of the Policy (see instructions for codes): . . . . . ► <b>B</b>		9 Small Business Health Options Program (SHOP) Marketplace identifier, if applicable

**Part II Employer Sponsored Coverage** (see instructions)

10 Employer name <b>AIRFASTTICKETS INC</b>	11 Employer identification number (EIN) <b>XX-XXX1505</b>
12 Street address (including room or suite no.) <b>875 THIRD AVE 3RD FL</b>	13 City or town <b>NEW YORK</b>
14 State or province <b>NY</b>	15 Country and ZIP or foreign postal code <b>US 10022</b>

**Part III Issuer or Other Coverage Provider** (see instructions)

16 Name <b>Aetna Life Insurance Company</b>	17 Employer identification number (EIN) <b>06-6033492</b>	18 Contact telephone number <b>866-529-2517</b>	
19 Street address (including room or suite no.) <b>PO Box 981206</b>	20 City or town <b>El Paso</b>	21 State or province <b>TX</b>	22 Country and ZIP or foreign postal code <b>US 79998</b>

**Part IV Covered Individuals** (Enter the information for each covered individual(s).)

(a) Name of covered individual(s)	(b) SSN	(c) DOB (If SSN is not available)	(d) Covered all 12 months	(e) Months of coverage											
				Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
23 <b>MARY-PHILIPPA BARRETT</b>	<b>XXX-XX-7096</b>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Priority Claim for MaryPhilipa Barrett, Chief Marketing Officer Airfasttickets Inc**

Priority Claim is for unpaid salary, Six months notice, as per my employment contract and unpaid vacation for the period 1 May – 27 August (contract termination date), being within the 180 days prior to the 27 Oct 2015 bankruptcy filing date.

Please note that termination of my contract was sent by email by Adam Meislik, Bankruptcy Attorney on 27 Aug 2015.

Salary Shortfall	40,000
9.32 unpaid vacation days 1 Mar--27 Aug 2015	3,064
Unpaid 6 month salary notice as per employment contract	60,000
<b>Total Priority Claim</b>	<b>103,064</b>

**Breakdown of Priority Claim can be found below**

- Employment contract, with 6 month salary notice period clause highlighted, is included in the claim packet.
- Vacation calculated as follows: = 25 days per year, 2.33 days per month. 1 Vacation day=1/365th of a year =\$328.76

	2015 Month	Contracted Salary Gross	Salary Received	Shortfall
	15-May	\$5,000.00	0	\$5,000.00
	28-May	\$5,000.00	0	\$5,000.00
	15-Jun	\$5,000.00	0	\$5,000.00
	28-Jun	\$5,000.00	0	\$5,000.00
	15-Jul	\$5,000.00	0	\$5,000.00
	28-Jul	\$5,000.00	0	\$5,000.00
	15-Aug	\$5,000.00	0	\$5,000.00
Termination date 27 Aug	28-Aug	\$5,000.00	0	\$5,000.00
	<b>Salary Shortfall Total</b>	<b>\$40,000.00</b>		<b>\$40,000.00</b>



### Non Priority Claim for MaryPhilippa Barrett, Chief Marketing Officer Airfasttickets Inc

Non Priority Claim is for unpaid salary and/or difference between salary due and salary paid, unpaid vacation plus other expenses from 15 Aug 2014 – 28 Apr 2015 as it is outside of the “180 days prior to the 27 Oct 2015 bankruptcy filing date” for Priority Claim status.

Please also note that termination of my contract was sent by email by Adam Meislik, Bankruptcy Attorney on 27 Aug 2015.

#### Non Priority Claim

<b>\$67,851.72</b>	2014/15 Non Priority Salary Shortfall
<b>\$4,602.04</b>	14 days unused vacation until 31Dec 2014
<b>3,064.04</b>	9.32 unused vacation days 1 Jan -30 Apr 2015 (prior to 1 May 2015 so non priority)
<b>\$75,517.80</b>	<b>Total Non Priority Claim</b>

#### Breakdown of Non Priority Claim can be found below Claim breakdown

- 15 August 2014 was the start of reduction in salary to help the company with cash flow until investment received.
- Vacation calculated as follows: 25 days per year, 2.33 days per month. 1 Vacation day =  $1/365$ th of a year = \$328.76.

2014 Month	Contracted Salary Gross	Salary Received	Shortfall
15-Jan	\$5,000.00	\$5,000.00	\$0.00
28-Jan	\$5,000.00	\$5,000.00	\$0.00
15-Feb	\$5,000.00	\$5,000.00	\$0.00
28-Feb	\$5,000.00	\$5,000.00	\$0.00
15-Mar	\$5,000.00	\$5,000.00	\$0.00
28-Mar	\$5,000.00	\$5,000.00	\$0.00
15-Apr	\$5,000.00	\$5,000.00	\$0.00
28-Apr	\$5,000.00	\$5,000.00	\$0.00
15-May	\$5,000.00	\$5,000.00	\$0.00
28-May	\$5,000.00	\$5,000.00	\$0.00
15-Jun	\$5,000.00	\$5,000.00	\$0.00
28-Jun	\$5,000.00	\$5,000.00	\$0.00
15-Jul	\$5,000.00	\$5,000.00	\$0.00
28-Jul	\$5,000.00	\$5,000.00	\$0.00
<b>15-Aug</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>
28-Aug	\$5,000.00	\$985.83	\$4,014.17
15-Sep	\$5,000.00	\$3,000.00	\$2,000.00
28-Sep	\$5,000.00	\$2,174.25	\$2,825.75
15-Oct	\$5,000.00	\$2,757.56	\$2,242.44
28-Oct	\$5,000.00	\$3,230.64	\$1,769.36

15-Nov	\$5,000.00	\$3,500.00	\$1,500.00
28-Nov	\$5,000.00	\$3,500.00	\$1,500.00
15-Dec	\$5,000.00	\$3,000.00	\$2,000.00
28-Dec	\$5,000.00	\$0.00	\$5,000.00
<b>Totals</b>	\$120,000.00	\$92,148.28	<b>\$27,851.72</b>
<b>Salary Shortfall</b>	<b>\$27,851.72</b>		

<b>2015 Month</b>	<b>Contracted Salary Gross</b>	<b>Salary Received</b>	<b>Shortfall</b>
15-Jan	\$5,000.00	0	\$5,000.00
28-Jan	\$5,000.00	0	\$5,000.00
15-Feb	\$5,000.00	0	\$5,000.00
28-Feb	\$5,000.00	0	\$5,000.00
15-Mar	\$5,000.00	0	\$5,000.00
28-Mar	\$5,000.00	0	\$5,000.00
15-Apr	\$5,000.00	0	\$5,000.00
28-Apr	\$5,000.00	0	\$5,000.00
<b>Totals</b>	\$40,000.00	0	<b>\$40,000.00</b>
<b>Salary Shortfall</b>	<b>\$40,000.00</b>		



November 16, 2012

Ms. Mary-Philippa Barrett  
c/o Airfasttickets, Inc.

**Subject: Transfer of Employment**

Dear Phippa:

On behalf of Airfasttickets, Inc. (the "Company") with offices at 875 Third Avenue, New York, NY 10022, I am pleased to confirm the transfer of your employment from Fast Group, Ltd to Airfasttickets, Inc. effective on November 16, 2012. You will serve as a Chief Marketing Officer of the Company, which position currently reports to Steve Barrett, Chief Commercial Officer of Airfasttickets, Inc. The Company requires that, as a full-time employee, you will devote your full business time, attention, skill, and efforts to the tasks and duties of your position.

During your employment with the Company you will be eligible for the following payments and benefits (subject to required tax withholding and other authorized deductions):

- An annualized base salary of \$120,000.00 which salary will be payable in accordance with the Company's standard payroll policies;
- You may be eligible to earn an annual performance bonus at the discretion of Airfasttickets, Inc.;
- Participation in employee benefit plans that the Company may establish for similarly situated employees from time to time, subject to the terms of such plans;
- Vacation at a rate of twenty five (25) days per annum, subject to the Company's vacation policy as amended from time to time;
- A Company laptop and an iphone, which you may use for business purposes while employed by the Company;

**Compensation**

Your annualized salary of \$120,000.00 will be paid at a semi-monthly rate of \$5,000.00 in accordance with customary payroll practices and procedures, subject to applicable law. This salary covers all hours worked by exempt employees. You will receive your semi-monthly pay on the 15th and the last day of each month.



### **Relocation**

The Company has agreed to provide you with a relocation allowance of \$10,000.00 to assist you in meeting the cost of your relocation to New York. This allowance will be paid to you following your commencement of employment with Airfasttickets, Inc.

The payment of this relocation amount will be taxable and subject to withholding at the supplemental income rate. However, per US Internal Revenue Service regulation, you may be able to deduct your reasonable moving expenses on your personal income tax return if you are able to meet the requirements as defined by the IRS.

### **Employment "At Will" and Notice Period**

Your employment is "at will". Either you or the Employer may terminate your employment, with or without cause at any time, subject to the notice provisions set forth herein.

You agree to provide the Employer with six (6) months' notice of your voluntary resignation. The Employer agrees to provide you with six (6) months' notice of your termination when feasible except in the case of a termination for Cause. The period between such notice and termination of employment will be referred to as the 'Notice Period'. Such notice provision shall not alter your at-will status.

If the Employer terminates your employment without Cause or you resign by giving notice in accordance with the terms herein, the Employer may in its sole discretion, alter your duties or place you on a paid leave of absence during the Notice Period.

You may not provide services to any other employer or act as a consultant or otherwise assist any person or entity in connection with their business during your employment or during the Notice Period, regardless of whether you are working or on a paid leave of absence during such period, unless otherwise approved by management. You must continue to act in accordance with your employment obligations during any Notice Period.

### **Termination for Cause**

For the purposes of this Agreement only, termination for 'Cause' shall mean: (i) an action taken by a regulatory body or a self-regulatory organization against you that substantially prohibits or suspends you from performing or substantially impairs the performance of your duties of employment; (ii) your negligent performance or failure to perform your duties of employment or inadequate performance in your employment (other than any such failure resulting from incapacity due to physical or mental illness); (iii) your breach of any of your obligations set forth in this Agreement, including but not limited to your obligations under the covenants and conflict of interest provisions contained in this Agreement, or of any of the Policies or Airfasttickets, Inc. procedures (written or unwritten); (iv) your breach of fiduciary duty of loyalty to Airfasttickets, Inc; (v) your violation of federal or state securities law, or any other law, rule or regulation; (vi) your conviction of or plea of guilty or nolo contendere to a job-related felony or any other job-related criminal offense; (vii) your wilful refusal to follow the proper direction of the Board or any individual that you directly report to; and (viii) your commission of an act that constitutes fraud, embezzlement or dishonesty.



(f) Severability. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(g) Waivers. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of New York (or, if appropriate, a federal court located within the State of New York), and the Company and the Employee each consents to the jurisdiction of such a court. The Company and the Employee each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

(i) Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Employee and the Company. The Employee agrees that any change or changes in his/her duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

(j) Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

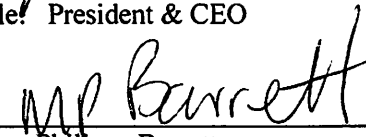
WITNESS our hands and seals:

Date: \_\_\_\_\_

Date: 26 Nov 2012

AIRFASTTICKETS, INC.

By:   
Name: Nikolaos Koklonis  
Title: President & CEO

  
Mary-Philippa Barrett

S P R A N G  
T E R R A S  
s o l i c i t o r s

BMC Group Inc  
3732 West 120th street  
Hawthorne  
CA 90150  
USA

Our Ref: EMT/LS/BARRS03-02

29 March 2016

Dear Sirs

**Our Client: MaryPhilippa Barrett, former Chief Marketing Officer, residing at  
13 Caskie Drive, Skelmorlie, North Ayrshire, Scotland, PA17 5AW, UK  
Debtor : AirFastTickets Inc  
United States Bankruptcy Court of the Southern District of New York  
Case No : 15/11951 (SHL)**

We represent the above MaryPhilippa Barrett in relation to her claim against AirFastTickets Inc as above and now enclose Claim Form 410 on his behalf.

Please note that Mrs Barrett has previously lodged a Claim Form 410 in this matter, however as this prior Form 410 has not been accepted in its entirety by the Court and contains inaccurate information, please treat the earlier Form 410 **as superseded with immediate effect** and replaced by this attached Form 410 with its annexations.

We believe that the following are material issues which **must** be taken into account when assessing our client's claim:

1. The figures relating to salary paid to our client as published and scheduled thus far by the Liquidator are **disputed**. The figures published are inaccurate. The actual sums received by Mrs Barrett are attached to this claim and the discrepancies fall within the calculations annexed.
2. The Liquidator has based figures on the premise that Mrs Barrett's employment with the company was terminated in December 2014. **This date is incorrect.** Mrs Barrett

Directors: Alan K Sprang LL.B. (Hons) N.P. Euan M Terras LL.B. (Hons) N.P.  
Tel: 01292 288300 Fax 01292 288400 mail@sprangterras.co.uk LP: 20 - AYR  
64 Kyle Street, Ayr KA7 1RZ  
www.sprangterras.co.uk

continued to be under contract and to work for the company until her employment with the company was terminated on 27 August 2015.

The Notice of Termination was provided by Adam Meislik, of GlassRatner & Capital Group, court appointed receiver on behalf of AirFastTickets Inc. We would request that this termination date of 27 August 2015 is accepted and is held not to be in dispute.

On the 15th of January 2015 it was confirmed with Nikos Koklonis, owner and Kristina Maximenko, Global HR Manager, that Mrs Barrett was to work on the due diligence for the investors.

3. The amounts being claimed by Mrs Barrett are due to her in terms of her Contract of Employment. The company is therefore legally bound to pay Mrs Barrett the sums which are contractually due to her.

Mrs Barrett's claim consists of the following:-

#### **Priority Claim**

Our client's Priority Claim is in respect of unpaid salary and 6 months notice payment as per the terms of our client's Employment Contract. Our client's Priority Claim further includes unpaid vacation from the period 1 May 2015 to 27 August 2015 at which point our client's employment with AirFastTickets was terminated.

Our client's total Priority Claim is \$103,064. A breakdown of this calculation is annexed.


#### **Non Priority Claim**

Our client's Non Priority Claim consists of unpaid salary and discrepancies between the salary due to our client and the salary actually paid to her, together with other unpaid vacation and expenses from the period 15 August 2014 to 28 April 2015.

Our client's total Non Priority Claim is \$75,517.80

Please acknowledge timeous receipt of Mrs Barrett's Claim. We look forward to hearing from you in due course.

Yours faithfully



Euan M Terras  
Director

Encls.

**Proof of Claims Supporting/Documentary Evidence included with the 410 Claim Form 31 March 2016**

1. Letter from the Barrett's attorney
2. 410 Claim Form
3. Evidence for point 1 of attorney letter
  - a. Page 5 of 16 from Bankruptcy main document which inaccurately states salary payments paid.
  - b. List with dates of salary payments received
4. Evidence for point 2 of attorney letter
  - a. Page 15 of 16 from Bankruptcy main document which inaccurately states contract termination date of 12/18/2014 when in fact it was 08/25/15
  - b. Email from Adam Meislik, Senior Managing Director, GlassRatner Advisory & Capital Group LLC, 19800 MacArthur Blvd., Suite 820, Irvine, CA 92612 dated 25 August 2015
  - c. Emails between Kristina Maximento, Airfasttickets HR Manager , dated 15 January 2015 and 30 June 2015
  - d. Form 1095-B (Health Coverage) showing Barrett's health cover in place until June 2015
5. Evidence for point 3 of attorney letter
  - a. Priority claim calculation
  - b. Employment contract with agreed salary, agreed vacation days and agreed 6 months salary due on termination
  - c. Non priority claim calculation