

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: 226  
MARY-PHILIPPA BARRETT  
13 CASKIE DRIVE  
SKELMORLIE NORTH AYRSHIRE  
SCOTLAND, PA 175AW  
UNITED KINGDOM

**YOUR CLAIM IS SCHEDULED AS:**

Schedule/Claim ID s30  
Amount/Classification  
\$0.00 Priority  
\$18,788.62 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**

12/15

RECEIVED

APR 04 2016

BMC GROUP

Official Form 410

**Proof of Claim**

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?

STEVEN John 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?

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

Where should notices to the creditor be sent?

STEVEN BARRETT

Name

13 CASKIE DRIVE

Number Street

SKELMORLIE N. AYRSHIRE PA175AW

City State ZIP Code

Scotland . U.K.

Contact phone +44 1475272337

Contact email steve.barrett@gmail.com

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

Name

Number Street

City State ZIP Code

Contact phone

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**

00078

**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? \$ 368,818.04

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  
shortfall salary (difference between what we were paid versus  
what we should have been paid according to 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

☐ 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). \$ 368,818.04

☐ 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

SL Barrett  
Signature

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

Name STEVEN John BARRETT  
First name Middle name Last name

Title MR.

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

Address 13 CASKIE DRIVE  
Number Street  
SKELMORLIE North Ayrshire, Scotland PA17 5AW  
City W.K. State ZIP Code

Contact phone 011+44 1475 272337 Email Steve.barrett@gmail.com



37861562000226

MARY-PHILIPPA BARRETT  
13 CASKIE DRIVE  
SKELMORLIE NORTH AYRSHIRE  
SCOTLAND, PA 175AW  
UNITED KINGDOM

B7 (Official Form 7) (04/13)

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
X 11/04/2014	\$985.84	-	NONE
✓ 11/18/2014	\$5,512.50	3675.52	NONE
X 11/21/2014	\$2,757.57	-	NONE
✓ 11/28/2014	\$5,512.50	3675.52	NONE
✓ 12/12/2014 - Last payments REV'D	\$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	2328.54	NONE
X 11/04/2014	\$3,000.00	-	NONE
✓ 11/8/2014	\$3,500.00	2508.75	NONE
X 11/21/2014	\$2,739.72	-	NONE
✓ 11/28/2014	\$3,500.00	2508.75	NONE
✓ 12/18/2014 - Last payment REV'D	\$3,000.00	2172.25	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

### Steven John Barrett Disputed Salary Payments

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

10/31/2014 claimed payment of \$2,757.56, payment received \$2,000

11/04/2014 claimed payment \$985.84, payment received \$0

11/18/2014 claimed payment \$5,512.50, payment received \$3,675.52

11/21/2014 claimed payment \$2,757.57, payment received \$0

11/28/2014 claimed payment \$5,512.50, payment received \$3,675.52

12/12/2014 claimed payment \$4,725.00, payment received \$3,214.91

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

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

Former Chief Commercial Officer 12/18/2014

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

Former Chief Marketing Officer 12/18/2014

Eleni Vareli  
P.O. Box 1681  
New York, NY 10150

Former Chief Operating Officer 7/13/2015

Nikolaos Koklonis  
79 Pleasant Ridge Road  
Harrison, NY 10528

Former Chief Executive Officer 7/13/2015

Jason Chen  
233 Wilshire Blvd., Suite 400  
Santa Monica, CA 90401

Former Co-Chief Executive  
Officer and Director 6/7/2015

Frank Ferro  
5 Cornell Ct  
Tinton Falls, NJ 07724

Former Chief Financial Officer 7/8/2015

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>

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## Re: Non Compete Waivers Barretts

1 message

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**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

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(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 diligence  
(@ 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**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>STEVEN J BARRETT</b>		2 Social security number (SSN) <b>XXX-XX-2054</b>	3 Date of birth (If SSN is not available)
4 Street address (including apartment no.) <b>40 WEST 55TH STREET APT NO 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 STEVEN J BARRETT	XXX-XX-2054		<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 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"/>	<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"/>	<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"/>	<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"/>	<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"/>	<input type="checkbox"/>

**Priority Claim for Steven John Barrett, Chief Commercial officer Airfasttickets Inc**

Priority Claim is for unpaid salary, six month 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	<b>\$63,333.33</b>
9.32 unpaid vacation days 1 May-27 Aug 2015	<b>\$4,825.90</b>
Unpaid 6 months Notice as per employment contract	<b>\$94,500.00</b>
<b>Total Priority Claim</b>	<b>\$162,659.23</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: = 28 days per year, 2.33 days per month. 1 Vacation day=1/365th of a year =\$517.80

	<b>2015 Month</b>	<b>Contracted Salary Gross</b>	<b>Salary Received</b>	<b>Shortfall</b>
	15-May	\$7,916.67	\$0	\$7,916.67
	28-May	\$7,916.67	\$0	\$7,916.67
	15-Jun	\$7,916.67	\$0	\$7,916.67
	28-Jun	\$7,916.67	\$0	\$7,916.67
	15-Jul	\$7,916.67	\$0	\$7,916.67
	28-Jul	\$7,916.67	\$0	\$7,916.67
	15-Aug	\$7,916.67	\$0	\$7,916.67
Termination date 27 Aug	28-Aug	\$7,916.67	\$0	\$7,916.67
	<b>Salary Shortfall Total</b>	<b>\$63,333.33</b>		<b>\$63,333.33</b>





November 16, 2012

Steve Barrett  
c/o Airfasttickets, Inc.

**Subject: Transfer of Employment**

Dear Steve:

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 Commercial Officer of the Company, which position currently reports to Nikolaos Koklonis, President and CEO 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 \$189,000.00 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 eight (28) 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 \$189,000.00 will be paid at a semi-monthly rate of \$7,875.00 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.

### **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.

### **Condition of Employment**

In the course of your employment with the Company, you will be subject to and required to comply with all Company policies, applicable laws and regulations. As a condition of employment, you will be required to sign and comply with an Invention and Non-Disclosure Agreement (which, among other things, prohibits unauthorized use or disclosure of Company proprietary information) and a Non-Competition and Non-Solicitation Agreement, copies of which are attached hereto as Exhibit A and Exhibit B, respectively, sign and return a satisfactory I-9 Immigration form providing sufficient documentation establishing your employment eligibility in the United States, and provide satisfactory proof of your identity as required by United States law. By signing below, you represent that your performance of services to the Company will not violate any duty which you may have to any other person or entity (such as a present or former employer), including obligations concerning providing services (whether or not competitive) to others, confidentiality of proprietary information and assignment of inventions, ideas, patents or copyrights, and you agree that you will not do anything in the performance of services hereunder that would violate any such duty.



Please sign and date this letter, and return it to me by November 26, 2012 if you wish to accept employment at the Company under the terms described above. We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

AIRFASTTICKETS, INC.

By: \_\_\_\_\_

Name: Nikolaos Koklonis

Title: President and CEO

Address: 875 Third Ave, New York, NY 10022

Accepted by:

Sh Barak

Nov 26, 2012  
Date



**Non Priority Claim for Steven John Barrett, Chief Commercial 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 Claims status.

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

<b><u>Non Priority Claim</u></b>	
<b>\$117,490.03</b>	2014/15 Non Priority Salary Shortfall
<b>\$8,802.60</b>	17 days unused vacation until 31Dec 2014
<b>\$4,825.90</b>	9.32 unused vacation days 1 Jan -30 Apr 2015 (prior to 1 May 2015 so non priority)
<b>\$75,040.28</b>	Total Other Amounts Due
<b>\$206,158.81</b>	<b>Total Non Priority Claim</b>

Breakdown of Non Priority Claim can be found below

- Vacation calculated as follows: 28 days per year, 2.33 days per month. 1 Vacation day=1/365th of a year =\$517.80
- 15 August 2014 was the start of reduction in salary to help the company with cash flow until investment received.

<b>2014 Month</b>	<b>Contracted Salary Gross</b>	<b>Salary Received</b>	<b>Shortfall</b>
15-Jan	\$7,916.67	\$7,875.00	\$0
28-Jan	\$7,916.67	\$7,875.00	\$0
15-Feb	\$7,916.67	\$7,875.00	\$0
28-Feb	\$7,916.67	\$7,875.00	\$0
15-Mar	\$7,916.67	\$7,875.00	\$0
28-Mar	\$7,916.67	\$7,875.00	\$0
15-Apr	\$7,916.67	\$7,875.00	\$0
28-Apr	\$7,916.67	\$7,875.00	\$0
15-May	\$7,916.67	\$7,875.00	\$0
28-May	\$7,916.67	\$7,875.00	\$0
15-Jun	\$7,916.67	\$7,875.00	\$0
28-Jun	\$7,916.67	\$7,875.00	\$0
15-Jul	\$7,916.67	\$7,875.00	\$0
28-Jul	\$7,916.67	\$7,875.00	\$0
<b>15-Aug</b>	<b>\$7,916.67</b>	<b>\$0.00</b>	<b>\$7,916.67</b>
28-Aug	\$7,916.67	\$985.83	\$6,930.84
15-Sep	\$7,916.67	\$4,725.00	\$3,191.67
28-Sep	\$7,916.67	\$791.58	\$7,125.09
15-Oct	\$7,916.67	\$0.00	\$7,916.67
28-Oct	\$7,916.67	\$2,757.56	\$5,159.11
15-Nov	\$7,916.67	\$5,512.50	\$2,404.17



28-Nov	\$7,916.67	\$5,512.50	\$2,404.17
15-Dec	\$7,916.67	\$4,725.00	\$3,191.67
28-Dec	\$7,916.67	\$0.00	\$7,916.67
<b>Totals</b>	\$190,000.00	\$135,259.97	<b>\$54,156.70</b>
<b>Salary shortfall</b>	<b>\$54,156.70</b>		

<b>2015 Month</b>	<b>Contracted Salary Gross</b>	<b>Salary Received</b>	<b>Shortfall</b>
15-Jan	\$7,916.67	0	\$7,916.67
28-Jan	\$7,916.67	0	\$7,916.67
15-Feb	\$7,916.67	0	\$7,916.67
28-Feb	\$7,916.67	0	\$7,916.67
15-Mar	\$7,916.67	0	\$7,916.67
28-Mar	\$7,916.67	0	\$7,916.67
15-Apr	\$7,916.67	0	\$7,916.67
28-Apr	\$7,916.67	0	\$7,916.67
<b>Totals</b>	\$63,333.33		<b>\$63,333.33</b>
<b>Salary shortfall</b>	<b>\$63,333.33</b>		

#### Other Amounts explained below

\$8,000 due to 2014 tax year, the owner asked me to go to Europe to negotiate some contracts. Knowing it would take me over the limited days allowed out of the USA and therefore tax implications, the owner agreed once again to cover the associated Tax bill but never paid it 1x night

\$209.01 due to having to stay 1x night in a hotel in Manhattan before driving to my parents in Iowa so we could remain working for Airfasttickets in the USA until investment was secured, we were promised this was imminent. We had to move to Iowa because our apartment lease was up and we couldn't renew it based on salary being paid by Airfasttickets at the time. This arrangement was agreed to by the owner Nikos Koklonis.

\$5,158.50. Our flights back to the UK 15 Nov when the owner, Nikos Koklonis told us the investment was taking longer than expected and although expected soon, could not confirm a date. The return to the UK and agreement to work for Airfasttickets in the UK until investment was secure and a decision on where to locate the new office was done with the owner, Nikos Koklonis approval.

\$1,672.77. Relocation of our belongings back to the UK. Originally Airfasttickets had paid for our belongings to be moved from the UK to NYC

\$60,000. I was promised a \$10,000 for signing each of the following Consolidators - Affordable, Major, Club Travel, Faremine, Gulliver and Cruise Direct. I never received it.

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: Steven John Barrett, Chief Commercial 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 Steven John Barrett in relation to his claim against AirFastTickets Inc as above and now enclose Claim Form 410 on his behalf.

Please note that Mr 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 Mr Barrett are attached to this claim and the discrepancies fall within the calculations annexed.
2. The Liquidator has based figures on the premise that Mr Barrett's employment with the company was terminated in December 2014. **This date is incorrect**. Mr Barrett continued to be under contract and to work for the company until his 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

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

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 Mr Barrett was to work on the due diligence for the investors.

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

Mr 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 \$162,659.23. 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 him, 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 \$206,158.81.

Please acknowledge timeous receipt of Mr 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