

If you purchased Gogo Inflight Internet service, you may be entitled to benefits from a class action settlement.

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

- A settlement has been reached in a class action lawsuit about inflight Internet service purchased from Gogo LLC (“Gogo”).
- The lawsuit claims that Gogo enrolled customers in a plan that charged their credit cards monthly without obtaining proper authorization from or providing proper disclosure to the customers.
- Under the terms of the Settlement, you may be eligible for certain benefits if you qualify.
- Your rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a benefit from this settlement. You must <u>timely</u> submit a valid Claim Form. You can submit a Claim Form by printing it out, completing it and sending it by mail to the address specified, or by completing and submitting the Claim Form electronically at www.gogoclassactionsettlement.com .	Deadline to Submit a Claim Form: September 6, 2016
ASK TO BE EXCLUDED	Receive <u>no</u> benefits from this lawsuit and retain your right to pursue Gogo. If you exclude yourself from this lawsuit, you will not be eligible to receive benefits from this settlement, but you will maintain the right to pursue Gogo for the same or similar legal claims.	Deadline to Exclude Yourself: March 4, 2016
COMMENT OR OBJECT	Write to the Court about why you like or don't like the settlement. You may write to the Court indicating why you like or dislike the settlement. You must remain a member of the lawsuit (you cannot ask to be excluded) in order to object to the settlement.	Deadline to Comment or Object: March 4, 2016
DO NOTHING	Get <u>no</u> benefit. Remain bound by this settlement. By doing nothing, you will not recover anything from the class action settlement. You will also be bound by the class action settlement and give up any rights to pursue Gogo separately about the same or similar legal claims.	

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed nationwide settlement of this class action lawsuit against Gogo, and about your possible eligibility for benefits and your other options, before the Court decides whether to give “final approval” to the Settlement. If the Court approves the Settlement, and after any appeals are resolved, benefits will be distributed to everyone who qualifies. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for the benefits, and how to receive the benefits.

United States District Court Judge Jack B. Weinstein in the United States District Court for the Eastern District of New York is overseeing this class action. The case is known as *Adam Berkson, et al. v. Gogo LLC and Gogo Inc.*, Case No. 1:14-cv-01199-JBW-LB. The individuals who sued are called the “Plaintiffs,” and the parties they sued are called the “Defendants.”

2. What is this lawsuit about?

The lawsuit generally claims that Gogo improperly enrolled customers in a plan and recurrently charged their credit cards without obtaining proper authorization from or providing proper disclosure to the customers. Specifically, the lawsuit claims that customers purchased in-flight Internet service from Gogo believing they would only be charged for one month of service, but that Gogo continued to charge customers monthly for the service even though customers did not use the service after the month in which it was purchased and did not know they would be charged monthly for the service. Gogo has denied all of these claims and maintains that they did not act wrongfully or unlawfully.

3. Why is this a class action?

In a class action, one or more people called “Named Plaintiffs” (in this case Adam Berkson, Kerry Welsh and Kathy LePenske) sue on behalf of individuals who have similar claims. All of these individuals are a “Class” or “Class Members.” A court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Gogo. Instead, both sides agreed to settle in order to avoid the cost of a trial, and the Class Members who qualify will get benefits under the Settlement. The Named Plaintiffs and their attorneys believe that the Settlement is best for all Class Members. The Settlement does not mean that Gogo admits any wrongdoing.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits from this Settlement, you first have to determine if you are a Class Member.

5. How do I know if I am a Class Member?

The Class includes an Initial Class and a Supplemental Class. The Initial Class includes:

- all Gogo Customers who, between April 1, 2010 and December 31, 2012, subscribed to a Gogo Monthly Pass and only used the Gogo Service during the first month of their subscription.
- Excluded from the Class are Defendants, any entity in which Defendants have a controlling interest, any officers or directors of Defendants and the legal representatives, heirs, successors and assigns of Defendants.

The Supplemental Class includes:

- all Gogo Customers who, between January 1, 2013 and March 31, 2015, subscribed to a Gogo Monthly Pass but only used the Gogo Service during the first month of their subscription.
- Excluded from the Supplemental Class are Defendants, any entity in which Defendants have a controlling interest, any officers or directors of Defendants, and the legal representatives, heirs, successors, and assigns of Defendants.

6. What if I am still not sure if I am included?

If you are not certain whether you are included in the Class, you may call the Settlement Administrator at the toll free number 1-844-449-3579 with questions.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. Who will receive benefits from this Settlement?

Individuals who are Class Members will receive benefits upon providing a valid Claim Form and providing certifications regarding their knowledge and use of the Gogo services. In other words, all Class Members are eligible to get paid if they complete and submit a valid Claim Form and swear that they purchased a Gogo monthly pass, did not know the charge was recurring, paid for the recurring charges and were not refunded or otherwise reimbursed those charges. Class Members are not required to submit a proof of purchase or any other physical or documentary evidence.

8. What benefits could I receive?

The Settlement will provide passes to Eligible Class Members which permit the holder to access Gogo inflight Internet Service. The number of passes distributed to each Eligible Class Member will depend on when the Gogo Service was purchased and for how many months the customer's credit card was charged for the service. There are two tiers of Class Members.

Tier One is called the "Initial Class" or "Initial Class Members." Initial Class Members include all Gogo Customers who, between April 1, 2010 and December 31, 2012, subscribed to a Gogo Monthly Pass and only used the Gogo Service during the first month of their Subscription period.

Tier Two is called the "Supplemental Class" or "Supplemental Class Members". Supplemental Class Members include all Gogo Customers who, between January 1, 2013 and March 31, 2015, subscribed to a Monthly Pass but only used the Gogo Service during the first month of their subscription.

NOTE: Some Class Members may be Eligible for relief as both an Initial Class Member and a Supplemental Class Member.

The benefits Eligible Class Members will receive are as follows: If you are an Initial Class Member and paid for:

- 1 to 4 months of unused Gogo Service, you will receive 1 One-Day Pass.
- 5 to 8 months of unused Gogo Service, you will receive 4 One-Day Passes
- 9 or more months of unused Gogo Service, you will receive 6 One-Day Passes.

If you are a Supplemental Class Member and paid for any months of unused Gogo Service, you will receive 1 One-Hour Pass.

If you do not exclude yourself from the Class (as explained in Questions 12, 13 and 14) and are an Eligible Class Member (explained in Question 5), the only benefits you could ever recover from Gogo on any claim released in this Settlement are described in the above paragraphs. If you believe you are entitled to or want to seek a recovery larger than that described above, you must exclude yourself from the Class through the procedure described in Question 12 below.

9. How do I qualify for the benefits?

In order to be eligible to receive compensation under the Settlement, you must be a Class Member and you must:

1. Fully complete and submit to the Claims Administrator a Claim Form which can be located at www.gogoclassactionsettlement.com;
2. Certify under penalty of perjury that you purchased a Monthly Pass during the Initial Class Period or Supplemental Class Period and used the Gogo Service only during the first month of the subscription period;
3. Certify under penalty of perjury that you were unaware of the recurring monthly charges for the Monthly Pass;

4. Certify under penalty of perjury that you personally paid the recurring Monthly Pass charge(s) and were not reimbursed those charges by a third party or refunded those charges by Gogo.

All Claims and Certifications are subject to verification by the Claims Administrator.

10. When would I receive the benefits?

Benefits will be emailed to eligible Class Members after the Court grants “final approval” of the Settlement, and any appeals are resolved. If the Court approves the Settlement after a Settlement Fairness Hearing on April 5, 2016 (see the section “The Court’s Settlement Fairness Hearing” below), there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient during this process.

In addition, you can check the website or call the toll free number listed below in order to get a status update on the final approval of the Settlement, the claims administration process, and when the benefits will be made available.

11. What am I giving up to get a benefit or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Class, which means that you can’t sue, continue to sue, or be part of any other legal proceeding against Gogo about the same legal issues this case involved. It also means that all of the Court’s orders in this case will apply to you and legally bind you. More information is available in the Settlement Agreement in section 6.1.

If you have any questions, please visit the website at www.gogoclassactionsettlement.com to review the Settlement Agreement or call 1-844-449-3579.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and you want to keep the right to pursue Gogo about the issues in this case or the settled claims, then you must take steps to remove yourself from the Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Class. If you want to preserve a right to pursue an independent legal remedy against Gogo, you must exclude yourself from this Settlement by following the procedures described below.

12. How do I get out of the proposed Settlement?

If you are a Class Member and you want to exclude yourself from the Settlement, you must send a letter or postcard by mail stating that you want to be excluded from the Settlement in *Adam Berkson, et al. v. Gogo LLC and Gogo Inc.*, Case No. 1:14-cv-01199-JBW-LB. You must also include: (1) your full name and postal address, and the username and email address associated with the Gogo account; (2) a statement that you do not want to participate in the Settlement; and (3) your signature. Your request for exclusion must be postmarked by **March 4, 2016 and addressed to:**

Exclusions
Gogo Claims Administrator
c/o Analytics
P.O. Box 2004
Chanhassen, MN 55317-2004

Please understand that only you can request exclusion from the Class. Requests for exclusion that are on behalf of a group or class of persons are invalid and ineffective.

13. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. As explained in Question 10, unless you exclude yourself, you give up any right to pursue Gogo, individually or as part of a class, for the claims that this Settlement resolves. You must exclude yourself from *this* Class in order to pursue Gogo over the claims resolved by this Settlement. Remember, the exclusion deadline is **March 4, 2016**.

14. If I exclude myself, can I get any benefit from the proposed Settlement?

No. If you exclude yourself, you cannot get any benefit from the proposed Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court appointed Reese LLP to represent you and other Class Members as “Class Counsel.” You do not have to personally pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense. If you have questions about the Settlement or anything contained in this notice, you can visit the website or call the toll-free number.

16. How will the lawyers be paid and will there be incentive payments for Named Plaintiffs?

Class Counsel has not received any fees for the lawyer and professional time it has devoted to this matter nor has it received any reimbursement for any of the out-of-pocket expenses it has incurred. Class Counsel will file a petition for an award of attorneys’ fees and costs. The Court will determine the amount of the award, but the total amount cannot exceed \$750,000. Additionally, Class Counsel will ask the Court to award each of the three Named Plaintiffs a \$5,000 service award in recognition of their time and efforts on behalf of the Class.

OBJECTING TO THE SETTLEMENT

If you are a Class Member, you can tell the Court if you don’t agree with the Settlement or some part of it.

17. How do I tell the Court that I do not like the proposed Settlement?

If you don’t want the Court to approve the Settlement or want the Court to modify a portion of the Settlement, you must file a written objection in the case with the Eastern District of New York and send a physical copy to Class Counsel and Gogo’s Counsel as noted below. Your objection must include: (1) a heading containing the name and case number of the Action (*Adam Berkson, et al. v. Gogo LLC and Gogo Inc.*, Case No. 1:14-cv-01199-JBW-LB); (2) your name, email address, postal address, and telephone number that were used in conjunction with the your Gogo account;

(3) a detailed statement of each objection and the factual and legal basis for each objection, and the relief that the you are requesting; (4) a list of and copies of all documents or other exhibits which you may seek to use at the Settlement Final Approval and Fairness Hearing (“Fairness Hearing”) described in questions 19-21 below; and (5) a statement of whether you intend to appear, either in person or through counsel, at the Fairness Hearing, and if through counsel, a statement identifying the counsel’s name, postal address, phone number, email address, and the state bar(s) to which the counsel is admitted.

The objection must be mailed or hand delivered to the following addresses on or before March 4, 2016:

Court Filing Address:

Clerk of the Court
(Case No. 14-CV-1199)
U. S. District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Plaintiffs’ Counsel:

Michael Reese
George Granade
Reese LLP
100 West 93rd Street, 16th Floor
New York, NY 10025

Defendants’ Counsel:

Anthony J. Laura
Epstein Becker Green
250 Park Avenue
New York, NY 10177

You do not need to go to the Fairness Hearing to have your written objection considered by the Court. At the Fairness Hearing, any Settlement Class Member who has not previously submitted a request for exclusion from the Settlement Class may appear and be heard, to the extent allowed by the Court, to state any objection to the Settlement or Plaintiffs' Counsel's motion for reimbursement of expenses. Any such objector may appear in person or arrange, at that objector's expense, for a lawyer to represent the objector at the Fairness Hearing.

18. What is the difference between objecting and excluding?

Objecting is simply informing the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is informing the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you do not exclude yourself from the Class, and object to the Settlement, you will still be a member of the Class. If you object, you will not have another opportunity to exclude yourself and you will be bound by any judgment entered by the Court.

THE COURT'S SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend and you may ask to speak, but you don't have to.

19. When and where will the Court decide whether to approve the proposed Settlement?

The Court has scheduled a Settlement Final Approval Hearing at 11:00 a.m., on April 5, 2016, in Courtroom 10-B South, United States District Court for the Eastern District of New York, United States Courthouse, 225 Cadman Plaza East, Brooklyn, New York 11201. At the Fairness Hearing the Court will consider whether the Settlement is fair, reasonable and adequate. At the Fairness Hearing, the Court also will consider the applications of Class Counsel for attorneys' fees and costs. The Court will take into consideration any written objections submitted in accordance with the instructions. The Court also will listen to Class Members or lawyers for Class Members who appear and speak at the hearing. After the hearing, the Court will decide whether to approve the settlement and attorneys' fees. We do not know how long the Court will take to make these decisions.

You should be aware that the Court may change the date and time of the Fairness Hearing. Thus, if you want to come to the hearing or have your lawyer attend, you should check with Class Counsel to be sure that the date and/or time have not changed.

20. Do I have to come to the hearing?

No. If you are a member of the Class, Class Counsel will represent you and will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it, but Class Counsel will not argue your objection on your behalf. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

If you object to the Settlement, you may appear and, subject to permission by the Court, speak at the Fairness Hearing. Persons who intend to object to the Settlement and who desire to call witnesses to testify or to introduce exhibits into evidence at the Fairness Hearing must submit a written objection as provided in the response to question 17, and must provide the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Fairness Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, even if you otherwise would be an Eligible Class Member, you will receive none of the benefits as described in Question 8.

GETTING MORE INFORMATION

23. Are there more details about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.gogoclassactionsettlement.com. You may call the toll-free number listed below or visit the website or write to the Claims Administrator at:

Gogo Claims Administrator
c/o Analytics
P.O. Box 2004
Chanhassen, MN 55317-2004