

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ENCOMPASS AVIATION, LLC,

Plaintiff,

-against-

SURF AIR INC. (F/K/A SURF AIRLINES
INC.),

Defendant.

SURF AIR INC. (F/K/A SURF AIRLINES
INC.),

Counter-claimant,

-against-

ENCOMPASS AVIATION, LLC,

Counter-defendant,

-and-

ROES 1 through 10,

Third-Party Defendants.

Civil Action No. 1:18-cv-05530-CM

**ANSWER OF DEFENDANT SURF
AIR INC.**

-and-

**COUNTERCLAIMS OF SURF AIR
INC. AGAINST
PLAINTIFF/COUNTER-
DEFENDANT ENCOMPASS
AVIATION, LLC**

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

	<u>Page</u>
SUMMARY OF THE CASE.....	1
ANSWER.....	2
NATURE OF THE ACTION	2
PARTIES	3
JURISDICTION AND VENUE	3
FACTUAL ALLEGATIONS	4
FIRST CAUSE OF ACTION (<i>BREACH OF CONTRACT BY SURF AIR</i>).....	6
SECOND CAUSE OF ACTION (<i>DECLARATORY RELIEF AGAINST SURF AIR</i>).....	6
AFFIRMATIVE DEFENSES.....	6
RESERVATION OF ADDITIONAL DEFENSES	9
PRAYER FOR RELIEF	9
COUNTERCLAIMS OF SURF AIR INC.....	9
INTRODUCTION	9
PARTIES	12
JURISDICTION AND VENUE	12
FACTUAL ALLEGATIONS	13
A. Surf Air Develops An Innovative Business Model.....	13
B. Surf Air Partners With Advanced; Expands Offerings.....	14
C. The Surf Air/Encompass Agreements	15
D. Encompass’ Incompetence And Breaches	18
E. Surf Air Discovers The Takeover Scheme	20
F. Surf Air Terminates Its Relationship With Encompass; Transitions Flights	21
G. Encompass Rebrands Itself As “ROAM” And Attempts A Smear Campaign	22
H. Encompass Fails To Return The Aircraft	23
FIRST CLAIM FOR RELIEF FOR BREACH OF CONTRACT (<i>BY SURF AIR AGAINST ENCOMPASS</i>)	24

SECOND CLAIM FOR RELIEF FOR BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (<i>BY SURF AIR AGAINST ENCOMPASS</i>)	26
THIRD CLAIM FOR RELIEF FOR CONVERSION (<i>BY SURF AIR AGAINST ENCOMPASS</i>)	27
FOURTH CLAIM FOR RELIEF FOR UNJUST ENRICHMENT (<i>BY SURF AIR AGAINST ENCOMPASS</i>)	27
FIFTH CLAIM FOR RELIEF FOR DECLARATORY RELIEF (<i>BY SURF AIR AGAINST ENCOMPASS</i>)	28
SIXTH CLAIM FOR RELIEF FOR UNFAIR COMPETITION, CALIFORNIA BUS. & PROF. CODE § 17200 (<i>BY SURF AIR AGAINST ENCOMPASS</i>).....	29
SEVENTH CLAIM FOR RELIEF FOR INTENTIONAL INTERFERENCE WITH CONTRACT (<i>BY SURF AIR AGAINST ENCOMPASS</i>)	30
PRAYER FOR RELIEF	31
DEMAND FOR JURY TRIAL	31

SUMMARY OF THE CASE

This lawsuit is, at bottom, an accounting claim that is not properly venued in this Court. Plaintiff Encompass, an air service operator, subleased planes from Defendant Surf Air, a private travel service that provides its members access to unlimited flights operated by FAA-certified third-party flight operators.

For good cause, Surf Air terminated Encompass and replaced its service with another FAA-licensed operator. Encompass claims Surf Air owes it money. Surf Air claims the opposite. There will be an accounting and a reconciliation of what's owed and not owed—as per the parties' contract—and who owes whom, etc. will be determined in that process.

Surf Air terminated Encompass not only for poor performance but also, importantly, because Encompass went behind Surf Air's back and sought to disrupt Surf Air's relationships with its lender and aircraft lessor.

In furtherance of its scheme, Encompass sought the lender's and lessor's assistance to oust Surf Air's management and take over Surf Air for itself. Encompass thereby broke the trust essential to the parties' relationship and violated the covenant of good faith and fair dealing implied in every contract.

Last, as set forth more fully below, this case is not properly venued in the Southern District of New York. Both parties are located in, and have their principal places of business in, California. All the operations are in California. All the witnesses, financial records, etc. are in California. All the conduct in issue took place in California.

Contrary to the allegations in the complaint, the contracts upon which this action is based do not require venue in New York. One—the License Agreement—provides for California as the exclusive forum. The other contracts in issue in this litigation are either silent or permissive about venue.

Only one contract—the Membership Interest Purchase Agreement—selects New York as the exclusive venue. But that contract is not sued on in either the complaint or this counterclaim; and therefore is not implicated in this litigation.

We believe Encompass filed this lawsuit prematurely and then took it to the press in a tactic to smear Surf Air and extort a quick settlement. This tactic will not work.

ANSWER AND COUNTERCLAIMS

Defendant Surf Air hereby responds to the Complaint as follows:

NATURE OF THE ACTION

1. Defendant denies the allegations set forth in paragraph 1, and respectfully refers the Court to the Counterclaims, which set forth a more accurate recitation of the relationship between Surf Air and Encompass.
2. Defendant admits that it is a membership organization that arranges travel, transportation and concierge services for its all-you-can-fly members, but denies the remaining allegations in paragraph 2.
3. Defendant admits that Surf Air and Encompass entered into a series of transactions on May 15, 2017, but denies the remaining allegations in paragraph 3.
4. Defendant admits that Encompass agreed to operate, exclusively for Surf Air, a schedule of flights on select routes offered by Surf Air, but denies the remaining allegations in paragraph 4.
5. Defendant denies the allegations in paragraph 5.
6. Defendant admits that the Charter Agreement includes the quoted language, but denies the remaining allegations in paragraph 6.
7. Defendant denies the allegations in paragraph 7.
8. Defendant denies the allegations in paragraph 8.
9. Defendant admits that it moved all of the existing flights operated by Encompass prior to the termination of the Charter Agreement to another carrier, Advanced Air (“Advanced”), but denies the remaining allegations in paragraph 9. Advanced is a pre-existing operator for Surf Air, and has been operating flights on behalf of Surf Air for over three years, originally as a backup operator to Surf Air when it operated its own flights and then, after Surf Air transferred its flight operations to Encompass, acting as a backup operator of flights that

were unable to be covered by Encompass under the Charter Agreement. Advanced has also operated flights to Las Vegas for Surf Air, which Encompass was not licensed to do because it only held an intrastate operator certificate.

10. Defendant admits that the Capital Adjustment Agreement includes the quoted language, but denies the remaining allegations in paragraph 10.

11. Defendant denies the allegations in paragraph 11.

12. Defendant denies the allegations in paragraph 12.

13. Defendant admits that it sent Encompass a letter on June 15, 2018, terminating the business relationship between Encompass and Surf Air, but denies the remaining allegations in paragraph 13.

14. The allegations in paragraph 14 are legal conclusions to which no response is necessary. To the extent a response is required, Defendant denies the allegations in paragraph 14.

PARTIES

15. Defendant lacks sufficient knowledge or information to admit or deny the allegations in paragraph 15, and therefore denies those allegations on that basis.

16. Defendant admits that Surf Air is a Delaware corporation with its principal place of business at 1408 Third Street Promenade, Suite 300, Santa Monica, CA 90401. Defendant admits that Surf Air is a membership organization that provides travel, transportation and concierge services for its all-you-can-fly members.

JURISDICTION AND VENUE

17. Defendant lacks sufficient knowledge or information to admit or deny the allegations in paragraph 17, and therefore denies those allegations on that basis.

18. Defendant denies the allegations in paragraph 18 because the claims set forth in the Complaint are not governed by the Amended and Restated Membership Interest Purchase

Agreement (“MIPA”).

19. Defendant denies the allegations in paragraph 19 because the claims set forth in the Complaint are not governed by the MIPA.

20. Defendant denies the allegations in paragraph 20 because the claims set forth in the Complaint are not governed by the MIPA.

21. Defendant denies the allegations in paragraph 21 because the claims set forth in the Complaint are not governed by the MIPA.

22. Defendant denies the allegations in paragraph 22 because the claims set forth in the Complaint are not governed by the MIPA.

FACTUAL ALLEGATIONS

23. Defendant admits the first sentence of paragraph 23. Defendant denies the remaining allegations in paragraph 23.

24. Defendant admits that Surf Air entered into a series of transactions with Encompass, but denies the remaining allegations in paragraph 24.

25. Defendant admits that Surf Air and Encompass entered into the Charter Agreement, Capital Adjustment Agreement, MIPA and Sublease Agreements but denies the remaining allegations in paragraph 25.

26. Defendant denies the allegations in paragraph 26.

27. Defendant denies the allegations in paragraph 27.

28. Defendant denies the allegations in paragraph 28.

29. Defendant denies the allegations in paragraph 29.

30. Defendant denies the allegations in paragraph 30.

31. Defendant denies the allegations in paragraph 31.

32. Defendant denies the allegations in paragraph 32.

33. Defendant denies the allegations in paragraph 33.

34. Defendant denies the allegations in paragraph 34.

35. Defendant denies the allegations in paragraph 35.

36. Defendant denies the allegations in paragraph 36.

37. Defendant denies the allegations in paragraph 37.

38. Defendant denies the allegations in paragraph 38.

39. Defendant denies the allegations in paragraph 39.

40. Defendant denies the allegations in paragraph 40.

41. Defendant admits that the Capital Adjust Agreement includes the quoted language, but denies the remaining allegations in paragraph 41.

42. Defendant admits that it announced the expansion of its preexisting partnership with Advanced but denies the remaining allegations in paragraph 42.

43. Defendant denies the allegations in paragraph 43.

44. Defendant denies the allegations in paragraph 44.

45. Defendant admits that it sent Encompass a letter terminating the business relationship between Surf Air and Encompass but denies the remaining allegations in paragraph 45.

46. Defendant denies the allegations in paragraph 46.

47. Defendant denies the allegations in paragraph 47.

48. Defendant denies the allegations in paragraph 48.

49. Defendant denies the allegations in paragraph 49.

50. Defendant denies the allegations in paragraph 50.

51. Defendant denies the allegations in paragraph 51.

52. Defendant admits that Encompass sent Surf Air a purported cease and desist letter on June 18, 2018, but denies the remaining allegations in paragraph 52.

FIRST CAUSE OF ACTION

(Breach of Contract Against Surf Air)

53. Defendant incorporates by reference each and every response to Plaintiff's allegations in the preceding paragraphs.

54. Defendant denies the allegations in paragraph 54.

55. Defendant denies the allegations in paragraph 55.

56. Defendant denies the allegations in paragraph 56.

57. Defendant denies the allegations in paragraph 57.

SECOND CAUSE OF ACTION

(Declaratory Relief Against Surf Air)

58. Defendant incorporates by reference each and every response to Plaintiff's allegations in the preceding paragraphs.

59. Defendant denies the allegations in paragraph 59.

60. Defendant denies the allegations in paragraph 60.

61. Defendant denies the allegations in paragraph 61.

62. Defendant denies the allegations in paragraph 62.

63. Defendant denies the allegations in paragraph 63.

AFFIRMATIVE DEFENSES

Defendant pleads the following separate and additional defenses to the Complaint. By alleging the separate and additional defenses set forth below, Defendant intends no alteration of the burden of proof and/or burden of going forward with evidence that otherwise exists with respect to any particular issue at law or in equity. All such defenses are pleaded in the alternative, and do not constitute an admission of liability or that Plaintiff is entitled to any relief whatsoever. Without limiting or waiving any defenses, Defendant alleges as follows:

FIRST AFFIRMATIVE DEFENSE

(Premature Lawsuit)

64. Plaintiff filed this premature lawsuit before providing Defendant with a reconciliation of the amounts allegedly due and owing to Plaintiff, as it was obligated to do.

SECOND AFFIRMATIVE DEFENSE

(Failure to State a Claim)

65. The Complaint fails to state facts sufficient to constitute a cause of action upon which relief can be granted.

THIRD AFFIRMATIVE DEFENSE

(Good Faith)

66. Defendant acted at all relevant times in good faith with respect to the matters that are the subject of this action.

FOURTH AFFIRMATIVE DEFENSE

(Estoppel)

67. Plaintiff's claims are barred by the doctrine of estoppel.

FIFTH AFFIRMATIVE DEFENSE

(Consent)

68. The Complaint, in whole or in part, is barred by the doctrine of consent.

SIXTH AFFIRMATIVE DEFENSE

(Waiver)

69. As a result of its own acts and/or omissions, Plaintiff has waived any right which it may have had to recover.

SEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

70. Plaintiff has not come to Court with clean hands, and thus the Complaint is barred, in whole or in part, by the doctrine of unclean hands.

EIGHTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

71. Any recovery by Plaintiff on the Complaint against Defendant would be unfair and would constitute unjust enrichment.

NINTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

72. Plaintiff has failed to mitigate its alleged damages, and therefore is entitled to no relief, or to reduced relief.

TENTH AFFIRMATIVE DEFENSE

(Improper Venue)

73. Plaintiff has sued Defendant for alleged breaches of contract arising out of the Capital Adjustment Agreement and the Charter Agreement. The Capital Adjustment Agreement has no forum selection clause, and the Charter Agreement confers jurisdiction on the “courts of the United States.” The License Agreement—which is in issue in the Counterclaim—provides for venue exclusively in California.

74. Plaintiff alleges that venue is exclusive in New York because of a third agreement, the Membership Interest Purchase Agreement (“MIPA”). But Plaintiff has not alleged any breaches of the MIPA, and the MIPA is not a basis for any relief sought in the Complaint. Accordingly, the MIPA is not implicated in, and does not govern, this dispute.

75. Convenience and the interest of justice favor venue in California: all of the alleged acts enumerated in the Complaint took place in California, the key witnesses are in California, and both Plaintiff and Defendant have their principal places of business in California. Defendant therefore intends to bring a motion to transfer venue to the Central District of California, pursuant to 28 U.S.C. § 1404(a).

RESERVATION OF ADDITIONAL DEFENSES

76. The Complaint does not describe the events or claims therein with sufficient particularity and/or in a sufficiently coherent manner to enable Defendant to determine all of the defenses which may exist to such events and claims. Defendant therefore reserves its rights to add, delete, or modify any and all defenses which may pertain to the Complaint if the precise nature of such events and claims is determined through clarification or amendment of the Complaint, through discovery, through further legal analysis of Defendant's claims and positions in this litigation, or otherwise.

PRAYER FOR RELIEF

Defendant denies that Plaintiff is entitled to any relief requested in the Complaint.

Defendant further prays for relief as follows:

1. That Plaintiff take nothing by way of its Complaint;
2. That judgment be entered in favor of Defendant and against Plaintiff, directing the Complaint to be dismissed with prejudice;
3. That Defendant be awarded its costs of suit herein, including reasonable attorneys' fees, to the extent recoverable under applicable law; and
4. That Defendant be awarded such other and further relief as the Court deems just and proper.

COUNTERCLAIMS OF SURF AIR INC.

Counter-claimant Surf Air Inc. ("Surf Air") hereby asserts the following counterclaims against Plaintiff/Counter-defendant Encompass Aviation, LLC ("Encompass"):

INTRODUCTION

1. Surf Air is the nation's first private air travel club that provides its members with "all you can fly" access to scheduled flights operated by FAA-certified third-party operators, a

business model that has been referred to in the trade press as “among the industry’s most innovative concepts.”

2. Surf Air was founded in 2011, began flight services in 2013, and has since grown into a successful all-you-can-fly private air travel business that operates in California, Texas and Europe. Surf Air has thousands of members who use its service.

3. Although Surf Air initially owned and/or leased and then operated the aircraft itself, it switched to a different operating model in 2017. Surf Air decided to no longer control flight and maintenance operations and instead contract with FAA and DOT certified third-party flight operators to do so. This change in business model allowed Surf Air to focus on offering its customers expanded service offerings and access to new markets, while relying on flight operators to service the routes.

4. To the extent Surf Air owned or leased Surf Air branded aircraft, it would sublease those to the third-party operators. Certain flights would also be serviced by the third-party operators using their own aircraft.

5. Under the new model, Surf Air contracted with Encompass, starting in May 2017, to operate Surf Air flights in California. Surf Air leased planes and, in turn, subleased the planes to Encompass. Surf Air also continued to contract with its preexisting operator, Advanced Air (“Advanced”), to provide flight services in California and also from California to Las Vegas.

6. In May 2017, Surf Air and Encompass entered into a series of contracts to govern their relationship. Surf Air was hopeful that Encompass, like Advanced, would be a reliable and sophisticated flight operator.

7. Unfortunately, Encompass proved to be a subpar operator. Encompass demanded payments far in excess of the proposed contract rates, failed to provide full transparency for financial and operating data, and demonstrated an inability to handle managerial aspects of the business.

8. Surf Air was, and is, committed to providing its customers with the best-in-class service they had been accustomed to since the company's founding. Encompass was incapable of providing this quality of service.

9. As Encompass was unable to consistently service its scheduled routes under the Charter Agreement, Surf Air called upon Advanced to fly routes so that its members would receive the services expected.

10. Numerous times, Surf Air expressed its concerns to Encompass and asked Encompass to improve its service and cure its defaults. As the relationship worsened, in June 2018, Surf Air discovered that Encompass had conjured a plan to oust management and take over Surf Air for itself.

11. Encompass knew that Surf Air had a strong relationship with one of its key financial backers, Partners for Growth ("PFG"), and that Surf Air's loan from PFG was due for extension. PFG had given Surf Air assurances that an extension would be workable, and the parties had exchanged a term sheet documenting final terms.

12. Without saying anything to Surf Air, Encompass contacted PFG and pitched an arrangement whereby Encompass would replace Surf Air's management and operate the company. Out of concern for the business, PFG reached out to Surf Air and told management what Encompass was scheming. In the process, PFG reiterated its commitment to Surf Air.

13. At the same time that Surf Air learned of Encompass' attempt to tamper with Surf Air's contractual relationship with PFG, Surf Air also discovered that Encompass had contacted Stonebriar Commercial Finance ("Stonebriar"), the lessor of Surf Air's planes, and attempted to convince Stonebriar that Surf Air's management team should be ousted.

14. Given this treachery and intentional interference by Encompass with two of Surf Air's key financial partners, and because of ongoing poor management of services and lack of financial transparency, Surf Air decided to, and did, terminate Encompass. After Surf Air terminated Encompass—a termination which Encompass itself acknowledged and accepted in a filing with the United States Department of Transportation—Encompass violated the terms of the

parties' agreements by using Surf Air's planes to generate revenue for itself under a new business name, in breach of the Sublease Agreements.

15. Despite Surf Air's requests, Encompass has failed to return Surf Air's planes, and has failed to return materials relating to Surf Air's licensed trademarks, as the License Agreement between the parties requires.

16. Surf Air seeks damages and injunctive relief against Encompass for breach of contract, breach of the implied covenant of good faith and fair dealing, conversion, unjust enrichment, intentional interference with contract and unfair competition. Surf Air also seeks a declaration that it has terminated its relationship with Encompass and for an order requiring Encompass to return Surf Air's planes.

PARTIES

17. Counter-claimant Surf Air Inc. is a corporation incorporated in Delaware with its principal place of business in Santa Monica, California.

18. Counter-defendant Encompass Aviation, LLC is a Nevada limited liability company with its principal place of business in Hawthorne, California.

19. Counter-claimant is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of the Counter-defendants sued herein as Roes 1 through 10, inclusive, but on information and belief alleges that said Counter-defendants are legally responsible to Counter-claimant. Counter-claimant will amend its counterclaims to allege the true names and capacities of the Roe Counter-defendants when ascertained.

JURISDICTION AND VENUE

20. This Court has jurisdiction over the counterclaims asserted herein because the underlying Complaint was filed in this Court.

21. Venue is not proper in this Court. Venue in the Central District of California is more convenient for the parties and the witnesses, and better serves the interests of justice.

22. This is a dispute about operational and accounting matters. Both parties have their principal places of business, and operations, in the Central District of California, where the witnesses, financial records and virtually everything else is located. Surf Air therefore intends to file a motion to transfer this action to the Central District of California.

FACTUAL ALLEGATIONS

A. Surf Air Develops An Innovative Business Model

23. Surf Air, founded in 2011 as an all-you-can-fly private air travel club, was part of MuckerLab's first-ever class of start-ups. MuckerLab is an exclusive seed-stage venture capital firm that works with no more than ten companies per year that was drawn to the concept of Surf Air.

24. Under Surf Air's model, members pay a monthly fee in exchange for as many flights as they want during a given month. Members may also purchase single-use vouchers to allow guests to travel under their membership. Surf Air offers its members convenience, by flying out of smaller airports/FBOs that do not have TSA checkpoints; and also offers cost savings, by offering the luxury of private aircraft travel without the high price point.

25. By the end of 2012, Surf Air had already obtained Series A and Series B financing. Investors were eager to obtain equity. Surf Air received FAA approval in June 2013 and started operations that month.

26. When Surf Air started operations, the company owned and operated its own planes: Swiss-built, eight passenger Pilatus PC-12 single-engine turboprop aircraft.

27. Surf Air initially flew to and from Southern California and Silicon Valley, but soon added other cities in California: Carlsbad, Palm Springs, Los Angeles (Hawthorne and Burbank), Santa Barbara, Monterey, San Francisco (San Carlos and San Jose), Oakland, Napa, Sacramento and Truckee.

28. Surf Air's growth was exponential. In February 2014, Surf Air had roughly 430 members. By September 2015, that number had grown to 2,000—along with a waiting list. In June 2016, less than a year later, Surf Air announced the sale of its 3,000th membership.

B. Surf Air Partners With Advanced; Expands Offerings

29. In 2014, Surf Air partnered with Advanced to operate Surf Air flights in California, primarily as an operator that could serve as a backup when Surf Air's own aircraft were unavailable due to scheduled maintenance, etc. Through this association, Surf Air members were able to enjoy the private aircraft experience aboard the Advanced-operated flights, and Surf Air developed a strong comfort level with Advanced as an operator.

30. In mid-2016, Surf Air began exploring other potential avenues for growth, including transformation of its business model, where it would no longer operate its own fleet and instead rely on third-party flight operators. At about this time, it began negotiations with Steve Harfst ("Harfst"), who was interested in forming a business that would acquire Surf Air's flight operations business and become Surf Air's primary flight operator in California.

31. The negotiations with Harfst to acquire the Surf Air flight operations assets in California continued into 2017, during which time Encompass was formed as a company. Surf Air would continue to contract with Advanced as a backup flight operator, as it had been since 2014. This business model migration would allow Surf Air to focus its attention on expanding its platform and creating new opportunities for members.

32. In 2017, Surf Air also started operations in Europe with daily flights between London, Cannes, Geneva and Zurich; Surf Air Europe now also serves Munich, Vienna, Brussels, Milan, Basel and Luxembourg.

33. At the same time that it was expanding its reach to Europe, Surf Air's network grew with the acquisition of Texas' RISE in May 2017—a company with a similar member-based business model relying on third-party operators to fly its members to set destinations on scheduled services. Now known as Surf Air Texas, it operates flights between Dallas, Midland, Houston and Austin.

34. During the period March through May 2017, Surf Air and Encompass finalized multiple agreements to document their relationship, and in May 2017, Surf Air completed the sale of its flight operations to Encompass and Encompass became Surf Air's primary operator for its California destinations.

35. During the entire period of discussions and negotiations, Encompass held itself out as a competent and reliable flight operator. Encompass also represented that it would provide operational and financial transparency to Surf Air, so that Surf Air could maintain control over the quality, time-savings and flexibility of the services provided. It was expected, based on Encompass' representations, that Encompass would provide high-quality service in California, and that Advanced would continue to provide backup flight services in California.

C. The Surf Air/Encompass Agreements

36. Encompass and Surf Air entered into a series of agreements that would govern the relationship between the parties, all of which became effective May 15, 2017 when Surf Air transferred its flight operations to Encompass:

(a) Trademark License Agreement

37. On April 1, 2017, Encompass and Surf Air executed a Trademark License Agreement (the "License Agreement"). The License Agreement gave Encompass rights to use Surf Air's trademarks so that Encompass could perform the services set forth in the Charter Agreement.

38. Under section 2.3 of the License Agreement, Encompass was required to "maintain the quality of all products and services bearing or offered under the Licensed Marks."

39. Under section 3.1(a) of the License Agreement, all use of Surf Air's trademarks was to inure to the benefit of Surf Air.

40. Per section 7.2(b) of the License Agreement, termination of the Charter Agreement entitled either party to terminate the License Agreement. Upon termination, Encompass was required to cease all use of Surf Air's trademarks and "promptly return" to Surf

Air “all records and copies of technical and promotional material in its possession relating to the Licensed Marks.”

41. The License Agreement provided that the parties submitted “to the exclusive jurisdiction and venue of the state and federal courts located in Los Angeles County, California.”

42. Encompass has breached the License Agreement.

(b) Aircraft Sublease Agreements

43. Part and parcel with the License Agreement, the parties executed the Aircraft Sublease Agreements (the “Sublease Agreements”) to sublease Encompass the aircraft that Surf Air leased from Stonebriar. Surf Air was the lessee, and Encompass became the sub-lessee.

44. Under section 13 of the Sublease Agreements, an event of default is deemed to occur if Encompass breaches “any term, provision, obligation, duty, covenant or standard set forth in the Charter Agreement.” When an event of default occurs, Surf Air is entitled, per section 13.02(b) of the Sublease Agreements, to the return of the leased aircraft.

45. Schedule 2 of the Sublease Agreements sets forth the “Return Conditions” required after termination of the Sublease Agreements (for any reason).

46. Section 16.01 of the Sublease Agreements states that “[t]ime is of the essence in the payment and performance of all of [Encompass’] obligations under this Sublease.”

47. The Sublease Agreements provide that “the courts of the State of New York or the U.S. District Court for the Southern District of New York” have “non-exclusive jurisdiction.”

48. Encompass has breached the Sublease Agreements.

(c) Charter Agreement

49. As reflected in the License Agreement and the Sublease Agreements, the Charter Agreement was the main governing document between the parties. The Charter Agreement, dated as of April 1, 2017 and amended on May 15, 2017, sets forth the arrangement whereby Encompass “agreed to perform chartered flight services” for Surf Air.

50. Section 9 of the Charter Agreement sets forth the levels of service and the standards that Encompass is required to maintain, including providing Surf Air with detailed daily operational reports and monthly reconciliations.

51. Under section 12 of the Charter Agreement, an event of default is deemed to have occurred if Encompass breaches “any term, provision, obligation, duty, covenant or standard” set forth in either the Charter Agreement or the Sublease Agreements.

52. The Charter Agreement states that “the courts of the United States” have “exclusive jurisdiction to hear and determine all claims, disputes, actions or suits arising out of, connected with or related to this Agreement instituted by [Surf Air] against [Encompass].”

53. Encompass has breached the Charter Agreement.

(d) Capital Adjustment Agreement

54. Surf Air and Encompass also executed a Capital Adjustment Agreement.

55. The Capital Adjustment Agreement is a “true-up” agreement that provides for working capital and EBT (financial) reconciliation.

56. Section 3.1 of the Capital Adjustment Agreement requires Encompass to deliver an EBT statement, prepared in accordance with the Generally Accepted Accounting Principles (“GAAP”), “within 15 days after each monthly period.”

57. Under section 4.1(b) of the Capital Adjustment Agreement, Encompass agreed to “not provide air transportation services to any person or entity” that was a Surf Air competitor for a period of one year after the termination of the Charter Agreement. “Competitor” was defined under that section to mean “any person or entity engaged in any business related to air travel based on a shared seating concept.”

58. The Capital Adjustment Agreement does not contain a forum selection clause.

59. Encompass has breached this agreement too.

(e) Membership Interest Purchase Agreement

60. Surf Air and Encompass also executed the Membership Interest Purchase Agreement (“MIPA”), an agreement by which Surf Air essentially sold/transferred its flight

operations assets (i.e., employees, third party contracts, etc. used to operate flights) to Encompass. Prior to the execution of the MIPA, Surf Air had contributed these assets to a wholly-owned limited liability company (LLC).

61. In turn, 100% of the membership interests of the LLC were sold to Encompass under the terms of the MIPA for consideration of \$1.00. As a result, Encompass took ownership of the flight operations assets, consisting of pilot agreements and the like.

62. The MIPA is not in issue in this lawsuit. The lawsuit pertains to the parties' operating relationship under the Charter Agreement, Sublease, License and Capital Adjustment Agreements. The MIPA does not govern any aspect of the operating relationship or the other issues in this dispute.

63. The MIPA contains an exclusive forum selection clause for federal or state courts in New York.

D. Encompass' Incompetence And Breaches

64. Encompass, though it had held itself out as a highly competent operator and transparent business partner, proved to be the opposite. A non-exhaustive list of Encompass' breaches includes:

- High turnover of pilots and employees, which impacted Surf Air's schedule dramatically. This created a significant constraint on the business and ability to complete planned schedules, and resulted in significant additional costs as Surf Air was forced to schedule ad hoc flights with third-party operators, primarily Advanced, in order to ensure its members received services.
- On-time performance failings and service disruptions due to the high turnover of pilots.
- In August 2017, Encompass discontinued Surf Air's access to the aircraft scheduling system Merlot. As a result, Surf Air's digital operational reporting setup was discontinued, and Surf Air was unable to properly monitor Encompass' operations.

The termination of the system license by Encompass also caused Surf Air to incur early termination fees with Merlot.

- As early as June 2017, Encompass proved itself incapable of submitting monthly and quarterly reconciliations on time. For example, the EBT statements were systematically late: June 2017 was received on September 13, 2017; July 2017 was received on October 10, 2017; August and September 2017 were received together on December 31, 2017; and the Q4 2017 statement was received on March 2, 2018. After submitting these statements months late, Encompass itself then charged Surf Air for late fees, including for services that had yet to be provided for certain fees that were billed in advance under the contract.
- After the EBT statements were finally received, Surf Air found that the final costs were too high. In the second half of May 2017 alone, for example, costs were approximately \$200,000 above what Surf Air had incurred in months prior. In the fourth quarter of 2017, even though flights hours had been significantly reduced, overages plus fixed charges and pass-through costs of \$737,000 were incurred.
- When Surf Air was able to see the EBT statements, they appeared to not have been prepared in accordance with GAAP, as required. For example, revenue appears to have included pass-through fees, late fees and out-of-period billings. And, on several occasions, Surf Air found that line items in the EBT statements provided by Encompass did not match the corresponding billing statements Surf Air had received for those line items, raising further concerns over accuracy of the EBT statements and necessitating inspection of Encompass' records.

65. Surf Air grew weary of Encompass' failures and breaches, and became increasingly concerned that Encompass' shortcomings would negatively impact Surf Air members.

66. In an effort to salvage the relationship, Surf Air regularly disclosed its concerns to Encompass, including through phone conversations, emails, text messages and weekly status meetings, all to no avail.

E. Surf Air Discovers The Takeover Scheme

67. While still struggling to address Encompass' shortcomings, Surf Air discovered that Encompass' incompetence had devolved into something more nefarious.

68. Encompass knew that Surf Air had an important relationship with its primary lender, PFG. PFG is a venture capital firm that specializes in financing innovative growth businesses like Surf Air.

69. Encompass knew that Surf Air's loan with PFG had reached its maturity date and that Surf Air and PFG were in the process of documenting an extension of the loan's maturity date.

70. In or around May and June of 2018, Encompass sought to convince PFG and Stonebriar that the PFG loan coming due presented a perfect opportunity to oust Surf Air's management so that Encompass could take over management of the company. Encompass touted the potential financial windfall of a takeover, recklessly and intentionally ignoring the significant negative impact it would have on the value of Surf Air's business as well as its members, other business partners, creditors and shareholders..

71. Encompass, without saying anything to Surf Air, went directly to PFG and Stonebriar to make its case.

72. Encompass tried to convince PFG that PFG should not go through with the planned extension of Surf Air's loan maturity date, should send Surf Air a default letter and, ultimately, should replace the Surf Air team with Encompass. Encompass sought Stonebriar's cooperation, knowing that it would be an important continuing financial partner as the lessor of Surf Air's aircraft.

73. PFG was concerned that Encompass had gone behind Surf Air's back. PFG believed in Surf Air, and had no relationship with Encompass.

74. PFG contacted Surf Air and explained what Encompass had done. PFG reiterated its commitment to Surf Air and the company's ongoing success.

75. Shocked by the actions of Encompass, who had held itself out as Surf Air's partner and a supporter of the company, and already suffering significant financial and reputational damages from the subpar performance of Encompass, Surf Air decided to, and did, terminate Encompass.

76. Former employees of Encompass have come forward to tell Surf Air that Encompass' "master plan" had always been to take over Surf Air.

F. Surf Air Terminates Its Relationship With Encompass; Transitions Flights

77. On June 15, 2018, Surf Air sent Encompass a notice of termination of (1) the Charter Agreement; (2) the Sublease Agreements; and (3) the Capital Adjustment Agreement (the "Termination Letter").

78. Surf Air explained to Encompass that, while disappointed with Encompass' services, Surf Air previously had chosen not to exercise its right to terminate the relationship—even though it had the right to do so.

79. Surf Air explained that it had reached the point that it could no longer tolerate Encompass' shortcomings. Surf Air had paid Encompass close to \$14 million in fees over the course of one year, but in return saw significantly reduced flight hours, unacceptable revenues and the need to incur additional costs for third-party operators to cover for Encompass' cancellations.

80. The amounts paid to Encompass over the one-year period were at a significantly higher rate than was called for under the Charter Agreement, as well as not being anywhere near market rate, a reason why Surf Air is disputing both amounts paid already as well as those demanded by Encompass.

81. Meanwhile, during the course of the relationship, Surf Air staff was continually subjected to dismissive, rude and/or uncooperative behavior from Encompass management and

staff whenever service issues were expressed, or additional financial backup for direct and third-party costs incurred by Encompass was requested.

82. Encompass' own employees often complained to Surf Air personnel about similar treatment by Encompass' management, which explains in part the high turnover of pilots and other staff at Encompass.

83. Encompass had attempted to undermine and interfere with Surf Air's relationships with PFG and Stonebriar, two key financial partners to Surf Air, thus giving Surf Air a clear and final indication that Surf Air could not rely on—or trust—Encompass.

84. The Termination Letter detailed a non-exhaustive list of Encompass' breaches of the Charter Agreement and the Sublease Agreements.

85. On June 16, 2018, after terminating its relationship with Encompass, Surf Air immediately transitioned all California flights to its first operator, Advanced. With its impeccable service and safety record, Advanced is considered to be one of the best regional charter operators of short-haul flights and, importantly, had been a trusted partner for Surf Air and its members for over three years.

G. Encompass Rebrands Itself As “ROAM” And Attempts A Smear Campaign

86. Encompass rebranded itself as “ROAM.” ROAM's headline reads: “We believe that it's time to offer a different air travel experience. We make air transportation easier and more enjoyable by avoiding over-packed planes and crowded airport terminals. Experience the freedom of air travel again.”

87. ROAM's “Destinations” page states that “Roam currently serves all the largest metropolitan areas in the state of California.”

88. On June 18, 2018, Encompass attempted to shift the attention from its own material breaches of contract and tortious acts by sending Surf Air a letter alleging payment defaults (the “Payment Letter”). The Payment Letter, while riddled with false accusations, ultimately boils down to a request that Surf Air pay money allegedly owed to Encompass.

89. On June 19, 2018, before Surf Air had a chance to respond to Encompass' assertions, Encompass filed the instant lawsuit. The lawsuit, like the Payment Letter, is nothing more than a disgruntled vendor embarking on a smear campaign in an effort to extract money. Press releases issued by Encompass and responses to the press made by Encompass only serve to emphasize that Encompass is seeking to create negative publicity in its attempt to extort Surf Air for fees it has not earned or properly justified.

90. On June 20, 2018, Encompass withdrew its pending application for Commuter Air Carrier Authorization with the U.S. Department of Transportation, stating that its relationship with Surf Air had ended and that it would be filing a new application to reflect the change in circumstances. This is a binding and conclusive admission and acceptance of the termination.

H. Encompass Fails To Return The Aircraft

91. On June 20, 2018, Surf Air responded to the Payment Letter. Surf Air explained that it disputed the amount Encompass claimed due, in part, to Encompass' breaches of contract, substandard performance, and failure to provide an adequate accounting and reconciliation of the charges allegedly due and owing.

92. Surf Air also reiterated its demands made in the Termination Letter that, in light of the termination of the parties' relationship, Encompass immediately:

- Cease operating Surf Air aircraft or using the Surf Air name in any way, in accordance with the Sublease Agreements and the License Agreement;
- Return each of the eight (8) aircraft subleased by Surf Air to Encompass, in compliance with the return conditions of the Sublease Agreements; and
- Provide Surf Air with information sufficient to allow Surf Air to complete a full reconciliation of Encompass charges through the date of termination.

93. In violation of its contractual obligations, Encompass has ignored these requests.

94. Despite acknowledging in its filing with the Department of Transportation that its relationship with Surf Air had ended, Encompass continued to operate the Surf Air aircraft. On

June 22, 2018, Surf Air discovered that Encompass had chartered a flight on a Surf Air aircraft (Tail No. N853SA).

95. Encompass has refused to return any of the Surf Air aircraft, which Surf Air—not Encompass—leased from Stonebriar.

96. Despite basing its lawsuit on the allegedly overdue payments, Encompass has not provided Surf Air with sufficient accounting and information to allow for confirmation and reconciliation of charges, as required.

FIRST CLAIM FOR BREACH OF CONTRACT

(By Surf Air Against Encompass)

97. Counter-claimant repeats and realleges each and every foregoing and subsequent allegation, and further alleges as follows.

98. Counter-claimant, on the one hand, and Encompass, on the other hand, were parties to the Charter Agreement, License Agreement, Capital Adjustment Agreement, and the Sublease Agreements (the “Governing Contracts”). The specific terms of the Governing Contracts are alleged above.

99. At all times mentioned herein, Counter-claimant fully performed its obligations and duties under the Governing Contracts, except for those obligations and duties that were excused as a result of Encompass’ conduct.

100. A non-exhaustive list of Encompass’ breaches of the Governing Contracts include:

License Agreement

- Failing to maintain the quality of all products and services bearing or offered under Surf Air’s trademarks, as required by section 2.3;
- Using Surf Air’s trademarks in a manner that did not inure to the benefit of Surf Air, per section 3.1(a); and

- Continuing to use Surf Air's trademarks post-termination and failing to comply with section 7.2 and "promptly return" to Surf Air "all records and copies of technical and promotional material in its possession relating to the Licensed Marks."

Charter Agreement

- Failing to provide personnel sufficient to perform flights in accordance with the Charter Agreement, as required under section 1.2;
- Failing to meet the service levels and standards that Encompass was required to maintain under section 9; and
- Failing to provide Surf Air with detailed daily operational reports.

Capital Adjustment Agreement

- Failing to negotiate in good faith working capital reconciliations required under section 2;
- Failing to deliver EBT statements in a timely manner, in accordance with section 3.1(a);
- Failing to prepare accountings in accordance with GAAP, as required by section 3.1(a); and
- Providing air transportation services to Surf Air competitors, in violation of section 4.1(b).

Sublease Agreements

- Failing to promptly return the Surf Air aircraft post-termination, as required by sections 13.02(b), 16.01 and Schedule 2 of the Sublease Agreements.

101. As a direct and proximate result of Encompass' multiple material breaches, including, but not limited to, those outlined above, Counter-claimant has sustained damages in excess of \$10 million, or in an amount subject to proof at trial.

**SECOND CLAIM FOR BREACH OF THE IMPLIED COVENANT OF GOOD FAITH
AND FAIR DEALING**

(By Surf Air Against Encompass)

102. Counter-claimant repeats and realleges each and every foregoing and subsequent allegation, and further alleges as follows.

103. Counter-claimant, on the one hand, and Encompass, on the other hand, were parties to the Governing Contracts.

104. Implied in the Governing Contracts is a covenant of good faith and fair dealing which obligated Encompass to act at all times in good faith towards Counter-claimant.

105. Encompass acted without proper cause and in violation of its duties under the implied covenant of good faith and fair dealing with regard to the Governing Contracts. Encompass attempted to interfere with and undermine Counter-claimant's business relationships with two key Surf Air financial partners, PFG and Stonebriar and, ultimately, sought to replace Counter-claimant's management and take over control of Surf Air for itself. Encompass orchestrated the takeover plan solely for personal gain in a manner that deprived Counter-claimant of the benefits of the Governing Contracts.

106. Counter-claimant reasonably expected that Encompass would deal with Counter-claimant fairly, equitably, and in good faith.

107. Counter-claimant has duly performed all terms and conditions required to be performed by it under the Governing Contracts, except to the extent its performance was prevented or excused by the conduct of Encompass.

108. As a direct and proximate result of Encompass' breach of the implied covenant of good faith and fair dealing, Counter-claimant has sustained damages in excess of \$10 million, or in an amount subject to proof at trial.

THIRD CLAIM FOR CONVERSION

(By Surf Air Against Encompass)

109. Counter-claimant repeats and realleges each and every foregoing and subsequent allegation, and further alleges as follows.

110. Encompass retained possession of the aircraft subleased to it by Counter-claimant after the termination of the Sublease Agreements on June 15, 2018.

111. Encompass continues to retain possession of the aircraft, along with “all records and copies of technical and promotional material in its possession relating to the Licensed Marks.”

112. Counter-claimant demanded the return of the aircraft on June 15, 2018 and June 20, 2018. Encompass has failed to return Counter-claimant’s aircraft, and continues to operate the aircraft for the sole benefit of Encompass.

113. As a direct and proximate result of Encompass’ conversion, Counter-claimant has sustained damages in excess of \$10 million, or in an amount subject to proof at trial.

114. Encompass acted, and continues to act, with malice, oppression, and/or fraud, and with the intent to cause injury to Counter-claimant, warranting an assessment of punitive damages in an amount appropriate to punish Encompass for its despicable behavior.

FOURTH CLAIM FOR UNJUST ENRICHMENT

(By Surf Air Against Encompass)

115. Counter-claimant repeats and realleges each and every foregoing and subsequent allegation, and further alleges as follows.

116. Encompass retained possession of the aircraft subleased to it by Counter-claimant after the termination of the Sublease Agreements on June 15, 2018.

117. Encompass continues to retain possession of the aircraft, along with materials relating to Count-claimant’s trademarks.

118. Counter-claimant demanded the return of the aircraft on June 15, 2018 and June 20, 2018. Encompass has failed to return Counter-claimant's aircraft, and continues to operate the aircraft for the sole benefit of Encompass.

119. It would be unjust for Encompass to retain the benefits received from possession and use of Counter-claimant's property.

120. Counter-claimant is entitled to disgorgement of Encompass' profits earned from operating Counter-claimant's aircraft and otherwise using Counter-claimant's trademarks, in an amount to be proven at trial.

FIFTH CLAIM FOR DECLARATORY RELIEF

(By Surf Air Against Encompass)

121. Counter-claimant repeats and realleges each and every foregoing and subsequent allegation, and further alleges as follows.

122. Counter-claimant terminated the contractual relationship between Counter-claimant and Encompass on June 15, 2018.

123. Specifically, Counter-claimant terminated the Charter Agreement, the Sublease Agreements, and the Capital Adjustment Agreement.

124. Encompass' post-termination actions (including, but not limited to, failing to return the aircraft to Counter-claimant, continuing to operate Counter-claimant's aircraft, and failing to return any and all materials relating to Counter-claimant's trademarks) violate the Charter Agreement, the Sublease Agreements, the Capital Adjustment Agreement, and the License Agreement.

125. A justiciable controversy exists between the parties as to whether the contractual relationship between Counter-claimant and Encompass was properly terminated. Counter-claimant seeks a judicial declaration that it terminated its relationship and all contracts with Encompass.

126. In addition, a justiciable controversy exists as to the rights and obligations of the parties post-termination, including, but not limited to, the requirement that Encompass return the

aircraft and any materials relating to Counter-claimant's trademarks. Counter-claimant seeks a judicial declaration that Encompass' retention of Counter-claimant's aircraft, and continued operation and use of such, constitutes a breach of the Sublease Agreements.

127. An award of declaratory relief is therefore proper under 28 U.S.C. § 2201.

SIXTH CLAIM FOR UNFAIR COMPETITION, CALIFORNIA BUS. & PROF. CODE §

17200

(By Surf Air Against Encompass)

128. Counter-claimant repeats and realleges each and every foregoing and subsequent allegation, and further alleges as follows.

129. Encompass is registered with the California Secretary of State and operates flights in California.

130. Encompass engaged in unlawful, unfair and fraudulent conduct including, but not limited to: (a) using confidential information of Counter-claimant to plot a takeover of Surf Air; (b) attempting to interfere with Counter-claimant's relationships with its key financial partners to replace Counter-claimant's management and take over control of Surf Air; (c) retaining control of Surf Air aircraft and trademarks post-termination of the Governing Contracts; and (d) continuing to operate Surf Air aircraft post-termination of the Governing Contracts.

131. Encompass' acts including, but not limited to, the foregoing constitute unlawful, unfair and fraudulent business acts in violation of California Business and Professions Code section 17200.

132. As a direct and proximate result of Encompass' unlawful, unfair and fraudulent conduct, Encompass is liable for penalties, damages and other relief, subject to proof at trial. Counter-claimant is also entitled to injunctive relief to prevent Encompass from continuing its wrongful acts. And Counter-claimant is entitled to disgorgement of Encompass' profits earned

from operating Counter-claimant's aircraft and otherwise using Counter-claimant's trademarks, in an amount to be proven at trial.

SEVENTH CLAIM FOR INTENTIONAL INTERFERENCE WITH CONTRACT

(By Surf Air Against Encompass)

133. Counter-claimant repeats and realleges each and every foregoing and subsequent allegation, and further alleges as follows.

134. Counter-claimant entered into a valid and enforceable written contract with Stonebriar, in which Stonebriar, the lessor, leased to Surf Air planes for use in exchange for a fee (the "Lease Agreement").

135. Encompass was, at all material times, aware of the existence of the Lease Agreement.

136. Encompass engaged in conduct that was calculated to disrupt Surf Air's rights under the Lease Agreement. Encompass secretly engaged in discussions with Stonebriar, without Surf Air's consent or knowledge, to try to take over Surf Air's business. It encouraged Stonebriar to cut Surf Air out of the leasing relationship. It is also believed that Encompass requested that Stonebriar lease the planes directly to Encompass.

137. This interference by Encompass led Stonebriar to issue a purported default letter, after Encompass failed to return the planes after Surf Air terminated the relationship.

138. Surf Air has been damaged as a result of Encompass' interference, including damages flowing from its taking of Surf Air's planes leased under the Lease Agreement, resulting in business disruption and depriving Surf Air of the value of the leased planes.

139. As a direct and proximate result of Encompass' interference with the Lease Agreement, Counter-claimant has sustained damages in excess of \$10 million, in an amount

subject to proof at trial. These damages include, but are not limited to, business disruption and lost opportunities flowing from Encompass's decision to not return the leased planes, as well as any amounts determined to be owed to Stonebriar for payments for the leased planes as long as Encompass continues to hold them.

PRAYER FOR RELIEF

WHEREFORE, Counter-claimant prays for the following relief:

1. For damages in excess of \$10 million, or according to proof at trial;
2. For punitive damages;
3. For injunctive relief prohibiting Counter-defendant from operating any of Counter-claimant's aircraft or otherwise using Counter-claimant's trademarks or goodwill, and requiring Counter-defendant to immediately return Counter-claimant's aircraft and any materials relating to Counter-claimant's trademarks;
4. For disgorgement of Counter-defendant's profits earned through the acts complained of herein;
5. For a declaration that the contractual relationship between Counter-claimant and Counter-defendant has been terminated;
6. For specific enforcement of Counter-claimant's rights under the Sublease Agreements;
7. For costs of suit, including reasonable attorneys' fees to the extent permitted by law;
8. For pre-judgment interest; and
9. For such other and further relief that the Court deems just and proper.

DEMAND FOR JURY TRIAL

Counter-claimant hereby demands a trial by jury on all counterclaims to which it is entitled to trial by jury.

Dated: July 5, 2018
New York, New York

Respectfully submitted,

/s/ Andrew T. Solomon

Andrew Solomon
SOLOMON & CRAMER LLP
1441 Broadway
Suite 6026
New York, NY 10018
Tel: (212) 884-9102
Fax: (516) 368-3896
Email: asolomon@solomoncramer.com
*Attorneys for Defendant and Counter-claimant
Surf Air Inc.*

-and-

Louis R. Miller
Christopher D. Beatty
Emily A. Sanchirico
(*pro hac vice* applications to be submitted)
MILLER BARONDESS, LLP
1999 Avenue of the Stars
Suite 1000
Los Angeles, CA 90067
Tel: (310) 552-4400
Fax: (310) 552-8400
Email: smiller@millerbarondess.com
*Attorneys for Defendant and Counter-claimant
Surf Air Inc.*