Exhibit 2

Declaration of Michael A. Caplan

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

BENSON GITHIEYA, *et al.*, Plaintiffs, v. GLOBAL TEL*LINK CORP., Defendant.	CIVIL ACTION NO: 1:15-CV-00986-AT

DECLARATION OF MICHAEL A. CAPLAN

I, Michael A. Caplan, give the following testimony based upon my personal knowledge and belief and information obtained in the course of my representation in this matter. This declaration is offered in support of the Motion for Preliminary Approval of the settlement agreement filed on behalf of the settlement class.

Introduction

1. This case involves Defendant Global Tel*Link's ("GTL's") policy of taking all deposits remaining in so-called "AdvancePay" accounts, which individuals used to speak with incarcerated persons, if an account was not used for some period of time—typically 90 days (the "inactivity policy").

2. On November 30, 2020, this Court certified a nationwide class of persons to challenge the inactivity policy who established and funded their accounts to speak to persons incarcerated in facilities in Georgia or South Carolina (the "litigation class"). *See* dkt. 276 at 30.[1] In that order, the Court appointed Caplan Cobb LLP and Radford & Keebaugh, LLC as class counsel. *Id*. Later, the Court appointed Goldstein, Borgen, Dardarian, & Ho as additional class counsel. *See* July 28, 2021 Docket Order.

3. Since the Court's class-certification order, the parties have engaged in extensive litigation regarding the appropriate scope of the class. The parties have also held three mediations.

4. On September 30 and October 1, 2021, the parties held their third mediation of this matter with Hunter R. Hughes III. Although the parties failed to reach agreement during this mediation, the parties reached agreement to settle this case on October 6, 2021, and executed a term sheet setting forth the material terms of their settlement.

5. Between October 6 and November 24, the parties engaged in intensive negotiations relating to the finalization of the Class Action Settlement Agreement.

[1] For docket entries, I cite the page numbers assigned by the Court's CM/ECF system, not any internal pagination.

These negotiations included three arbitration sessions before Hunter R. Hughes III and L. Joseph Loveland, Jr. On November 24, the parties executed the Class Action Settlement Agreement.

6. It is my belief, as lead Class Counsel, that the settlement agreement achieves significant and wide-ranging relief to the settlement class, including a settlement fund that is likely to provide 100% compensation either in the form of cash or credits to every settlement class member who is reasonably reachable. The settlement agreement also achieves fundamental structural reforms to GTL's inactivity policy, including an extension of the inactivity policy to 180 days. These reforms will help ensure that AdvancePay account holders in the future are properly informed of GTL's inactivity policy and have the opportunity to affirmatively consent to that policy before they establish their AdvancePay accounts. In addition, AdvancePay account holders who opt in to notifications by GTL will be provided an advance warning before their accounts are reduced to $0.00.

7. It is for these reasons that we have asked the Court to preliminarily approve the settlement agreement, preliminarily approve the settlement class, order that notice and claims forms be sent to the settlement class, and establish a timeline for final approval of the settlement agreement.

Personal Background

8. I am a founding partner of the law firm Caplan Cobb LLP in Atlanta, Georgia.

9. I am a member of the Bar of this Court, the United States Supreme Court, the United States Court of Appeals for the Eleventh Circuit, several other United States District Courts, the Georgia Court of Appeals, the Georgia Supreme Court, the State Bar of Georgia, and several other courts.

10. I am a *magna cum laude* graduate of the University of Georgia School of Law, where I was an editor of the *Georgia Law Review* and was inducted into the Order of the Coif and Order of the Barristers. I also received an M.B.A. and B.A. from the University of Georgia. I received my law degree in 2006.

11. Prior to commencement of private practice, I served as a law clerk to the Honorable Richard W. Story of this Court. Since concluding my clerkship, I have continuously engaged in the practice of law in Atlanta. Prior to founding Caplan Cobb, I practiced law at the law firm Bondurant Mixson & Elmore LLP.

Representative Class-Litigation Experience

12. My law practice is devoted primarily to complex trial and appellate litigation, including class actions. I have devoted a substantial percentage of my

professional career to class-action practice. I describe below several representative examples of cases in which I served or presently serve as class counsel.

13. On November 30, 2020, this Court appointed me and my firm as class counsel on behalf of the litigation class.

14. I also served as class counsel in *Columbus Drywall & Insulation, Inc. v. Masco Corp.,* Civil Action No. 1:04-cv-3066-JEC (N.D.G.A.) (Carnes, J.), in which this Court certified a nationwide class of insulation contractors pursuing claims under the Sherman Act for alleged price-fixing in the sale of insulation. Two days before trial, we settled the case against the last defendant in that matter for $75 million. In total, we recovered $112.5 million in compensation on behalf of the class, one of the largest class recoveries in the history of this District.

15. I served as class counsel in *Wood v. Unified Government of Athens-Clarke County*, Civil Action No. 3:14-CV-00043-CDL (M.D.G.A.) (Land, J.), a class action on behalf of retirees of the Unified Government of Athens-Clarke County pursuing claims for breach of contract—like the claims at issue in this case. After the district court partially dismissed the action, our firm successfully obtained a certificate of immediate review and obtained reversal of the district court's partial dismissal order by the United States Court of Appeals for the Eleventh Circuit. *See Wood v. Unified Gov't of Athens-Clarke Cty.*, 818 F.3d 1244

(11th Cir. 2016). After remand, the district court held as matter of law that the parties had entered into a contract for retirement benefits. Thereafter, we secured a settlement of that action on behalf of the class that included both retrospective monetary relief as well as prospective policy changes worth more than $14.5 million.

16. I served as class counsel in *Flournoy v. State*, File No. 2009CV178947 (Fulton Cnty. Super. Ct.). In that case, the Fulton County Superior Court certified a statewide class of indigent defendants bringing civil rights claims pursuant to 42 U.S.C. § 1983. After class certification and several days before trial, the State of Georgia agreed to systemic reforms to Georgia's system for appellate indigent defense. As a result of my work in *Flournoy*, the Southern Center for Human Rights honored me with the Gideon's Promise Award.

17. Along with the late Jeffrey O. Bramlett, I served as class counsel in *Kenny A. v. Perdue*, Civil Action 1:02-cv-01686 (N.D.G.A.) (Shoob, J.), a civil rights class action brought on behalf of a class of Georgia foster children. *Kenny A.* led to sweeping reforms of the foster care systems in Fulton and DeKalb Counties. My primary involvement in the case concerned enforcement of the Court's classwide consent decree.

18. I served as class counsel in *Adams v. Sentinel Offender Services, LLC*, Civil Action No. 1:17-cv-02813-WSD (N.D.G.A.) (Duffey, J.), a civil rights class action alleging that a private probation company collected unauthorized fees from Georgia probationers. On December 21, 2018, this Court approved a settlement on behalf of the putative class that resulted in substantial, ongoing benefits to the members of the settlement class in that case.

19. I am currently serving as counsel to the putative class in *Bowen et al. v. Porsche Cars N.A., Inc.*, Civil Action No. 1:21-CV-00741-MHC (N.D.G.A.) (Cohen, J.), a nationwide class action on behalf of owners and lessees of Porsche vehicles alleging that a software update caused the infotainment systems in their vehicles to malfunction in a destructive and potentially dangerous fashion.

20. I am currently serving as counsel to the putative class in *Monopoli et al. v. Mercedes-Benz USA, LLC and Daimler AG*, Civil Action No. 1:21-cv-01353-SDG (Grimberg, J.), a nationwide (except for Florida) class action alleging that a defect in the active head restraint mechanism in the headrest of certain Mercedes-Benz vehicles could deploy suddenly and without warning and strike the back of the heads of occupants of the vehicles, causing serious harm and the risk of collision.

21. I have also, on occasion, represented defendants in class litigation. For example, I represented Metropolitan Life Insurance Company in defense of a class action in this Court, *Owens et al. v. Metropolitan Life Insurance Company*, Civil Action No. 2:14-cv-00074-RWS (Story, J.). That case resulted in a settlement.

22. Prior to founding Caplan Cobb, I provided counsel in numerous other class actions while practicing at Bondurant, Mixson & Elmore, including class actions involving antitrust, consumer rights, breach of warranties, employment-related issues, and civil rights.

Other Relevant Experience and Qualifications of Other Class Counsel

23. Over the course of my career, I have also served as counsel and volunteered my time to organizations that are focused on protecting the rights of imprisoned persons and their families. I have served on the board of the Southern Center for Human Rights for eight years. I have also served as a member of the Indigent Defense Committee of the State Bar of Georgia for over ten years. In addition, I have accepted appointments by this Court and the Eleventh Circuit to represent indigent parties, including the incarcerated and their family members, in civil rights and related matters.

24. I have also litigated dozens of cases involving claims for breach of contract or unjust enrichment, the central claims at issue in this case.

25. Finally, I have written and lectured at continuing legal education seminars on a variety of topics, including class actions, ethics and professionalism, civil rights issues, and attorney's fees.

26. Caplan Cobb LLP, Radford & Keebaugh, LLC, and Goldstein, Borden, Dardarian & Ho have collectively devoted thousands of hours of work in this matter to zealously represent the members of the settlement class and will continue to devote whatever resources are necessary to provide the best possible representation to members of the class, regardless of whether the court ultimately approves the settlement agreement.

27. As detailed in prior submissions, and as this Court has previously held, my fellow class counsel are also qualified to serve as counsel on behalf of the settlement class. *See* dkt. 276 at 30; Order of July 28, 2021; *see also* dkts. 123-7; 123-8; 297; 297-1; & 297-2.

Procedural Background Regarding the Case

28. In this case, on behalf of a putative nationwide class of persons who established AdvancePay accounts using GTL's automated telephone system (the interactive-voice-response or "IVR" system), Plaintiffs challenged GTL's inactivity policy of taking funds its customers deposited into AdvancePay accounts

to prepay for calls from friends or family members in jails or prisons if the account was not used for a period of 90 to 180 days.

29. Plaintiffs filed the case more than six-and-a-half years ago. Over those years, class counsel have devoted thousands of hours of attorney time to vigorously litigate the case, including conducting multiple corporate depositions of GTL, obtaining and reviewing hundreds of thousands of pages of documents from GTL, drafting hundreds of pages of briefing on dozens of motions, and participating in numerous hearings with the Court.

30. In November 2020, the Court certified the litigation class—a nationwide class of persons affected by GTL's inactivity policy who created AdvancePay accounts using the IVR system to speak with persons incarcerated in facilities in Georgia or South Carolina. Dkt. 276 at 30.

31. Following that ruling, the case returned to an active litigation posture, in which the parties primarily litigated whether this case would be equally or more manageable as a nationwide class action or with a class limited to recipients of calls from Georgia and South Carolina prisons and jails. Ultimately, the Court granted our request to compel GTL to produce evidence relating to that issue. Over the course of several months, the Court entered several additional orders

compelling GTL to produce documents and sworn discovery responses, as well as millions of AdvancePay account holder records to permit us to assess that issue.

32. On August 31, 2021, the parties asked the Court to stay all deadlines in the case until October 4, 2021 to permit them to engage in further mediation in an attempt to reach a negotiated resolution. Dkt. 318; dkt. 319.

Mediation, Negotiation, and Execution of the Settlement Agreement

33. Before finally reaching a settlement, the parties participated in three mediations of this matter over the course of more than a year in an effort to resolve the case.

34. In June of 2020, the parties participated in their first mediation before Hunter R. Hughes, III.

35. Mr. Hughes is a nationally recognized attorney who has, for many years, specialized in mediating large, nationwide class-action cases.

36. The mediation in June of 2020 was unsuccessful.

37. In both its class-certification order and its order on Plaintiffs' motion for sanctions against GTL (both of which were granted), the Court instructed the parties to resume mediation before Mr. Hughes. Dkt. 275 at 78; dkt. 276 at 30.

38. The parties engaged in a second mediation before Mr. Hughes in January 2021, but again were unsuccessful in resolving the matter on a global basis.

39. The parties planned yet further mediation before Mr. Hughes in March 2021, but Mr. Hughes ultimately cancelled that mediation and declared the parties at an impasse.

40. After these failed mediations, the parties engaged in several months of hard-fought litigation regarding the scope of the class, as I described above.

41. After the Court stayed the case on September 1, 2021 at the parties request, the parties scheduled another, two-day mediation before Mr. Hughes.

42. On September 30, 2021 and October 1, 2021, Mr. Hughes again mediated this matter between the parties.

43. Ultimately, as a result of that mediation, on October 6, 2021, the parties executed a term sheet setting forth the material terms of their settlement agreement.

44. Mr. Hughes has offered to provide a declaration attesting to the arm's-length nature of the negotiations that resulted in the term sheet and the final settlement agreement.

45. Following execution of the term sheet, the parties engaged in seven weeks of additional, intensive negotiations regarding the terms of a comprehensive settlement agreement.

46. To resolve issues over which the parties could not reach agreement, we also participated in multiple arbitrations regarding the terms of the final settlement agreement before Mr. Hughes and L. Joseph Loveland, Jr., a former King & Spalding partner with more than 40 years of experience in complex commercial litigation. Mr. Hughes and Mr. Loveland assisted the parties in resolving a number of issues necessary to finalizing the terms of the settlement agreement.

47. Ultimately, on November 26, 2021, the parties executed the final class-action settlement agreement.

48. As a result of the years of work that my co-class counsel and I have devoted to this case, by the time we reached this settlement, I had a deep understanding of the facts, our likelihood of succeeding in expanding the class to be a nationwide class, our likelihood of succeeding at trial, the risks of failure, and the potential value of the claims of the class.

49. With this knowledge, my co-class counsel and I determined that a settlement at this stage of the case would have significant benefits to the settlement class. These benefits include (among other considerations) avoiding further delay

of relief to class members, which could have taken several additional years to achieve; avoiding the risks that the class would not be expanded to include all persons nationwide regardless of where they intended to receive calls from; avoiding the potential loss of claims by settlement class members who were not members of the litigation class as a result of the running of the statute of limitations; the risk of losing the merits of the case; the difficulty of achieving injunctive relief in this case; and other risks associated with delay of disposition of the case, including locating absent class members.

The Size of the Class and Scope of Potential Damages

50. I understand that, in order to evaluate the fairness and reasonableness of the settlement in this case, the Court must examine the size of the class affected by the settlement and the maximum damages that could potentially have been recovered if the case proceeded to trial.

51. As the Court is aware, we retained Epiq Class Action & Claims Solutions, Inc. ("Epiq") to provide expert assistance in connection with our work to evaluate the relative manageability of pursuing this case on a nationwide basis. *See generally* dkt. 300-1. Epiq is one of the premier class-action administration and notice providers in the United States and has administered numerous class actions in this Circuit. Moreover, the team from Epiq with whom we have worked has

particular expertise in nationwide class actions and in utilizing large, complex data sets to identify class members in class-action cases. *See id.* ¶¶ 5, 9–10, 15–24 and Ex. B.

52. As the Court is also aware, as a result of advocacy, GTL ultimately agreed to provide to "Plaintiffs' experts . . . access to transaction data, contact information, and calling records for all potential class members." Dkt. 311 at 3–4. At our insistence, this data has remained available to our experts throughout the negotiations regarding the settlement agreement and remains available to this day.

53. Since GTL made that data available, our experts at Epiq, including Epiq SQL Server Data and Analytics Specialist James Bond, have engaged in months' worth of detailed analysis to educate ourselves about the class, including to identify the potential members of a nationwide settlement class and the potential damages those class members suffered as a result of the inactivity policy.

54. Based upon Mr. Bond's analysis and GTL's representations, we understand that we currently have records for all persons who might be potential members of the settlement class through June 29, 2021.

55. We have also requested (and GTL is obligated under the settlement agreement to provide, *see* Settlement Agreement at 47–48) that GTL supplement the data available to our experts through October 6, 2021, the cutoff date for

membership in the settlement class under the terms of the settlement agreement. *See* Settlement Agreement at 17-18.

56. We have not yet received the supplemental data for the 99 days between June 30, 2021 (the first date for which we do not currently have records) and October 6, 2021 (the class cutoff date under the settlement agreement).

57. Nonetheless, to properly inform ourselves before agreeing to the terms of the settlement agreement and to provide the Court with the information necessary to conduct its evaluation of the settlement agreement, we have instructed our experts to utilize the data available to them to estimate the total potential size of the settlement class and the maximum potential recoverable damages.

58. Based upon Mr. Bond's analysis and expertise, as well as the knowledge that I have gained after years of investigating and conducting discovery into GTL's practices with respect to its AdvancePay accounts, I am confident that our estimates will closely approximate the actual figures we are ultimately able to determine after GTL supplements the data as it is obligated to do under the settlement agreement.

59. Based upon our and Epiq's analysis of GTL's records, we estimate that there are between 9.5 and 10 million members of the settlement class.

60. Importantly, a larger number of persons will be provided notice under the terms of the parties' settlement agreement. That is because, under the settlement agreement's terms, all persons from whom GTL took deposits under its inactivity policy will be provided notice of the settlement unless GTL's records affirmatively reflect that they did *not* establish and fund their accounts by IVR. For a minority of potential class members (*i.e.*, the account holders whose records reflect that GTL took deposits under its inactivity policy), GTL's records have either (i) been deleted, *see* dkt. 293 at 1; or (ii) are ambiguous with respect to whether an account holder established and funded her account using GTL's IVR system, *see* dkt. 123-1 at 22–23. Under the settlement, these people will be provided notice of the settlement and the opportunity to verify their eligibility as settlement class members.

61. Similarly, based upon the analysis that we and Epiq have conducted, we estimate that the maximum breach-of-contract damages we could reasonably expect to recover on behalf of the class if this case were to proceed to trial are approximately $96.4 million.

62. We arrived at this estimate in the following way:

- First, we calculated the sum total of all deposits taken under GTL's inactivity policy from accounts that, according to GTL's records, were

definitively established and funded using GTL's IVR system.

- Second, we calculated the sum total of all deposits taken under GTL's inactivity policy from accounts for which the method of establishment and first deposit is not clear from GTL's records.
- Third, we discounted by 50% the amounts taken from such "ambiguous" accounts. This discount rate is a conservative estimate based upon the evidence GTL produced in the case, which shows that, although 70% or more of accounts overall were created and funded by IVR, the records for a majority of such accounts unambiguously reflect the method of account creation and initial funding.
- Fourth, we calculated a daily average of the amount taken under GTL's Inactivity Policy and used that daily average to estimate the amount of deposits taken from IVR-created-and-funded accounts during the 99 days covered under the terms of the settlement agreement for which GTL has not yet produced adequate data.
- Finally, we calculated the sum total of all breakage reflected in GTL's remaining records for the accounts for which GTL deleted the relevant transaction histories and discounted that sum by 25%. That discount rate is also conservative and based upon documentary evidence and

GTL's consistent testimony throughout the course of this case that at least 70% of AdvancePay accounts were established and funded using its IVR system. *E.g.*, dkt. 88 at 34:9–17; dkt. 87 at 125:25–126:5.

63. Summing these amounts together reflects that the maximum amount that the class could realistically expect to recover if this case were to proceed to trial is $96,421,242.27.[2]

64. Given the size of the fund and the relatively small amounts at issue for each class member, I believe it is likely that each member of the settlement class who has an active account, files a claim, or reactivates his or her account during the applicable time frame will receive a complete refund (either in the form of cash or an automatic credit) of the amounts that GTL retained from such class member during the class period as a result of the Inactivity Policy.

The Benefits of the Settlement to the Settlement Class

65. The settlement agreement provides a number of important monetary and non-monetary benefits to the settlement class.

66. First, GTL has agreed to a $67 million settlement fund that will be used to pay cash and credits to the class, cover the costs of providing notice and administering the settlement, pay any case-contribution awards to the class

[2] We note that this amount does not include pre-judgment interest.

representatives, and pay any attorneys' fees and costs awarded by the Court to class counsel. Settlement Agreement at 19–20.

67. Settlement class members with active AdvancePay accounts, who are actively using their accounts to speak with friends or family members in prison at the time of final approval, will automatically receive credits from the $67 million settlement fund without the need to file a claim form. Such credits will be in the full amount of deposits GTL took from the class member's account under its inactivity policy during the class period. Settlement Agreement at 21–22.

68. Class members who do not have active AdvancePay accounts can recover under the settlement agreement in two ways: they can either file a claim to receive a cash payment; or, even if they do not file a claim, GTL will provide an automatic credit in the full amount taken under its inactivity policy during the class period if they reactivate their accounts at any time in the two years following final approval of the settlement agreement or until the settlement fund is exhausted. Settlement Agreement at 22–23.

69. Due to the challenges associated with locating class members, I believe it is likely that every class member who files a claim or reactivates their account during the two years provided in the settlement agreement will receive

cash or credit for the full amount of deposits GTL took from the settlement class member's account under its inactivity policy during the class period.

70. For most account holders, GTL has only a telephone number and no additional contact information. In addition, many account holders whose accounts went inactive up to over ten years ago may have changed their telephone numbers or may be difficult to directly contact as a part of the claims notice process. Given the challenges associated with reaching all class members, it is not reasonably likely or feasible to assume that all class members will either receive automatic credits, file claims, or reactivate their accounts within the two-year automatic credit period. Thus, in our view, the settlement fund is likely to be sufficient to provide a 100% refund or credit to all reachable class members.

71. But in the unlikely event that the settlement fund is exhausted as a result of the claims process, settlement class members' claim amounts will be reduced on a *pro rata* basis. Settlement Agreement at 24.

72. If the fund is exhausted during the extended automatic credit period following final approval, then no further credits will be paid. *Id*. at 24-25.

73. I believe that this is the fairest, most reliable, most equitable method of guaranteeing that the maximum number of settlement class members receive full compensation for their claims.

74. In addition to what I consider to be substantial monetary relief, the settlement agreement also requires GTL to undertake fundamental, systemic reforms to its inactivity policy.

75. These changes include, among other significant reforms, requirements that GTL:

- Lengthen its inactivity policy for AdvancePay account holders nationwide from 90 days to 180 days;
- Fully disclose its inactivity policy to AdvancePay account holders;
- Obtain affirmative consent to the inactivity policy from each account holder who establishes an account using GTL's IVR;
- Display the terms of its inactivity policy prominently on the homepage of GTL's website, in its marketing materials, and elsewhere; and
- Provide account holders who opt in with the opportunity to receive warning notifications at least 30 days before GTL applies the inactivity policy to take deposits from an account, regardless of how it was created.

Settlement Agreement at 26–31.

76. These changes provide significant value to the settlement class. In effect, these reforms prevent GTL from taking any deposits under its inactivity policy in breach of its contracts with AdvancePay account holders—which is the central legal theory in this case.

77. And GTL has agreed to maintain these reforms to its practices for at least five years from the date on which approval of the settlement becomes final. *See* Settlement Agreement at 9, 26.

78. In other words, the non-monetary relief to which GTL has agreed in the settlement agreement effectively cuts off any future damages resulting from the inactivity policy for at least five years.

79. We have conducted a preliminary analysis of the value of the non-monetary benefits afforded by the Class Settlement. We have also retained Ian Ratner and Samuel Hewitt of B. Riley Financial Advisors to provide opinion testimony regarding the value of the non-monetary benefits of the Settlement Agreement. We intend to offer that testimony in connection with our motion for final approval and/or motion for attorneys' fees and expenses.

80. Because the reforms to which GTL has agreed in the settlement agreement protect class members through affirmative disclosures, affirmative assent, and pre-forfeiture notifications—thereby avoiding future breaches of

contract—based upon our preliminary analysis and our work with Ian Ratner and Samuel Hewitt, we estimate that the value of the non-monetary relief afforded by the settlement approximates $75 million over the next five years.

81. When these non-monetary benefits are included, the value of the settlement is approximately $145 million—more than 50% greater than our estimate of the maximum amount that the class could reasonably expect to recover at trial before prejudgment interest.

82. Even when attorneys' fees and expenses, case-contribution awards, and settlement administration and notice costs are deducted, the value of the settlement as a whole still significantly exceeds our estimate of the maximum recovery the class could reasonably expect to recover at trial before prejudgment interest.

83. And even if the non-monetary benefits were not considered and the other expenses of settlement (including claims administration expenses of approximately $1.5 million and attorneys' fees and expenses that class counsel will ask the Court to award, totaling $18.675 million) is deducted, the settlement fund alone would be worth nearly 50% of the maximum possible recovery on behalf of the class—while also avoiding the risks and delay that the settlement class would face if the case were not settled now.

The Proposed Settlement Class Representatives

84. As previously set forth in our motion for class certification (dkt. 123-1 at 40–43) and motion to add plaintiffs (dkt. 298), the proposed settlement class representatives—Benson Githieya, Darlene Byers, the Estate of Nellie Lockett (*see* dkt. 323), Michelle Mendoza, Sarai Morris, Betty Davis, and Adrian Mohamed—are fully aware of the facts of this case and understand both the importance of this case and also their duties and obligations as class representatives.

85. As set forth in those filings, none of the proposed representatives has interests adverse to the settlement class, and each has fully demonstrated by their actions in this case their readiness, willingness, and ability to vigorously protect the interests of the settlement class.

86. We have also explained to the proposed class representatives—and the class representatives understand—the terms of the settlement. Each proposed class representative has expressly consented to the settlement.

87. The class representatives have also made significant contributions to the progress of this case and its ultimate settlement.

88. Each class representative has worked directly with class counsel to understand their relationship with GTL, the reasons why they established and how

they used their AdvancePay accounts, and the hardship that GTL's inactivity policy imposed on them.

89. Each class representative was aware that seeking to become and acting as a class representative would impose additional costs and hardships on them and that it was uncertain whether they would be compensated for those costs. Despite those costs and hardships, each class representative took affirmative steps to join this action as representatives.

90. Ms. Mendoza, Ms. Morris, Ms. Davis, and Ms. Mohamed agreed to take on obligations to serve as class representatives even though they do not reside in Georgia and therefore could have been required to incur significant costs to travel in the event the case went to trial and even though there was significant uncertainty about whether they would be permitted to recover the damages they suffered as a result of GTL's inactivity policy in this action.

91. Additionally, Mr. Githieya, Ms. Byers, and the late Ms. Lockett each sat for depositions in this case, gathered and produced documents, and provided responses to discovery requests, all at significant personal expense.

92. In light of these and other contributions that the class representatives have made to this action, I believe that the conditional case-contribution awards

that the settlement agreement provides each class representative may receive are reasonable.

93. On behalf of Class Counsel and the Class, we appreciate the time and careful attention the Court has dedicated to this action and respectfully urge the Court to preliminarily approve this settlement.

UPON PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES I SWEAR THAT THE FOREGOING FACTS ARE TRUE AND BASED ON MY PERSONAL KNOWLEDGE AND BELIEF AND THE INFORMATION I HAVE OBTAINED IN THE COURSE OF MY REPRESENTATION IN THIS MATTER.

This 6th day of December, 2021.

/s/ *Michael A. Caplan*
Michael A. Caplan