**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

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARDING ATTORNEYS' FEES, COSTS, AND EXPENSES**

This matter is before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement [dkt. 354] and Class Counsel's Unopposed Motion for Attorneys' Fees, Costs, and Expenses [dkt. 338]. Having considered these motions, the briefs and evidence filed in support, the arguments of those who appeared at the Final Approval Hearing, and the declarations submitted by the Settlement Administrator, the Court **GRANTS** both motions.

Plaintiffs, on behalf of themselves and the proposed Settlement Class, and Defendant entered into a Class Action Settlement Agreement and Release that, if approved, will resolve this litigation. Dkt. 326-1. The proposed Settlement will

provide Settlement Class Members with reimbursement of the amounts that Defendant Global Tel*Link ("GTL") retained pursuant to the Inactivity Policy that Plaintiffs challenged in this case, either by cash payment after receipt of a validated claim, or for persons who have current AdvancePay Accounts or who reactivate AdvancePay Accounts within two years of final approval, automatic credits to their AdvancePay Accounts. Further, the Settlement obligates GTL to make significant changes to its business practices that will help prevent the breach of contract that Plaintiffs alleged GTL's Inactivity Policy has historically caused for class members. On January 29, 2022, the Court granted preliminary approval of the Settlement and ordered notice of the Settlement be directed to the Class. Dkt. 333.

After the preliminary approval order, the parties provided notice to the Settlement Class via the Court-approved notice protocol. *See generally* dkt. 357-1 (Declaration from Settlement Administrator). According to the Settlement Administrator, 9,854,668 direct notices were delivered by mail or email, and publication notice resulted in more than 180 million media impressions. By the claim deadline, Settlement Class Members had submitted more than 232,000 claims, representing approximately 410,000 GTL AdvancePay Accounts. *Id.* ¶ 27; dkt. 360-1 ¶ 4. Just one class member submitted an objection to the settlement,

albeit after the Court's notice deadline, and only seven class members submitted timely opt-out requests. *Id.*

On August 26, 2022, this Court held a Final Approval Hearing to evaluate the Settlement, the notice provided to the class members, and Class Counsel's Motion for Fees, Costs, and Expenses.

The Court having duly considered the motions, the Settlement Agreement, the lengthy record in this matter, and the briefs and arguments of counsel and *amicus curiae*, hereby orders as follows:

1. The Court finds that it has jurisdiction over the Action and each of the parties for purposes of settlement and asserts jurisdiction over the Class Plaintiffs and Defendant for purposes of considering and effectuating this Settlement.

2. Unless defined herein, all defined terms in this Order shall have the meanings ascribed to them in the Settlement Agreement.

3. Defendant does not oppose Final Approval of the Settlement or Class Counsel's request for fees, costs, and expenses.

4. This Court has considered all of the presentations and submissions related to the motions before the Court and, having presided over and managed this Action for more than seven years, is familiar with the facts, contentions, claims,

and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts.

## I. Certification of the Settlement Class

5. On a motion for final approval of a class-action settlement, this Court must first evaluate whether certification of a settlement class is appropriate under Federal Rule of Civil Procedure 23(a) and (b). Certification is appropriate when the proposed class meets all the requirements of Rule 23(a) and one or more subsections of Rule 23(b). Rule 23(a) requires: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. Fed. R. Civ. P. 23(a)(1)-(4). Rule 23(b)(2) supports certification when "the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole." Rule 23(b)(3) requires that (1) "the questions of law or fact common to class members predominate over any questions affecting only individual members" and (2) "a class action [be] superior to other available methods for fairly and efficiently adjudicating the controversy."

6. The Court has analyzed each of these factors, and it finds no reason to disturb its earlier conclusion preliminarily certifying the Settlement Class. Dkt. 333 at 2–3. As an initial matter, the Settlement Class is ascertainable, as demonstrated

by the Settlement Administrator's use of GTL's data to derive a list of potential Settlement Class Members. Importantly, from those records, the parties and Settlement Administrator were able to identify those AdvancePay Accounts from which GTL retained funds under its Inactivity Policy and which, therefore, suffered the injury that Plaintiffs' claims sought to redress.

7. The Court finds that the prerequisites for a class action under Rule 23(a) have also been satisfied. The Settlement Class, which encompasses millions of individuals, is so numerous that joinder of all Settlement Class Members in the same action is impracticable. Common questions of law and fact apply to the Settlement Class Members' claims because each class member was impacted by GTL's nationwide inactivity practice. Likewise, the Class Plaintiffs' claims are typical of the Settlement Class's claims because, as alleged, their claims are all premised on the same uniform practice and uniform contract. Additionally, the Class Representatives and Class Counsel have fairly and adequately protected the interests of the Settlement Class.

8. The Court next finds that Rule 23(b)(2) is satisfied because GTL has acted on grounds that apply generally to the Settlement Class, such that the non-monetary relief proposed in the Settlement is appropriate respecting the class as a whole.

9. Rule 23(b)(3) is also satisfied. The questions of law or fact common to Settlement Class Members sufficiently predominate over any individualized questions. Plaintiffs have alleged, and the Court issued an order preventing Defendants from arguing to the contrary, that Class Members' claims all arise from a single, uniform call script that Plaintiffs have alleged constituted the relevant contract, are based on an Inactivity Policy that GTL applied uniformly across the country. Moreover, a class action is the superior method for adjudicating the Settlement Class Members' claims, given that the average claim amount is less than $8, making individual adjudication economically infeasible.[1]

10. Thus, pursuant to Rule 23 of the Federal Rules of Civil Procedure and for purposes of consummating and effectuating the Settlement, the Court hereby certifies a Settlement Class defined as:

> All persons nationwide who (i) established and funded a prepaid account through GTL's interactive-voice response ('IVR') system and (ii) had a positive account balance that was reduced to $0.00 due to account inactivity for 180 days or less on or after April 3, 2011, and through and including October 6, 2021.

11. Specifically excluded from the Settlement Class are the following persons: employees of GTL and each of their respective immediate family

[1] The Court need not consider manageability in assessing whether to certify the Settlement Class. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

members; Class Counsel; and the judges who have presided over this Action and any related cases.

## II. Final Approval of the Settlement

12. This Court must next determine whether the Settlement is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e). The Court must consider four criteria in making this determination: (1) whether the class was adequately represented; (2) whether the settlement was negotiated at arm's length; (3) whether the relief is adequate, taking into account the costs, risks, and delay of trial and appeal, how the relief will be distributed, the terms governing attorney's fees, and any side agreements; and (4) whether class members are treated equitably relative to each other. *Id.* In addition, in this Circuit, the Court must consider the factors set forth in *Bennett v. Behring Corp*., 737 F.2d 982 (11th Cir. 1984), many of which overlap with Rule 23(e).

13. The Court finds that the Settlement satisfies each prong of Rule 23(e). Plaintiffs and Class Counsel have adequately represented the class by vigorously prosecuting this action for many years and by securing this Settlement, which is likely to provide complete relief to every class member who timely seeks it.

14. Additionally, the Settlement is the result of a good-faith and arm's-length negotiation process, which included multiple mediation sessions and multiple arbitration hearings with highly qualified neutrals.

15. Substantively, the Settlement provides significant benefits to the Settlement Class—likely above and beyond what could be achieved through litigation, while also avoiding the significant costs, risks, and delays that continued litigation would present to the parties.

16. Under the Settlement, class members who are current GTL AdvancePay Account holders will receive an automatic credit for the full amount GTL took under the Inactivity Policy at issue in this case. Class members who do not currently have AdvancePay Accounts but who submitted claims during the claims process will receive reimbursement for the full amounts GTL retained from their accounts under its Inactivity Policy.[2] Finally, other class members without active AdvancePay Accounts who (a) did not submit claims, and (b) reestablish an AdvancePay Account will remain eligible for a credit in the full amount GTL retained under its Inactivity Policy for up to two years after this order. As other

[2] Approximately 2100 class members submitted claim forms after the deadline. The parties have agreed that any claim postmarked within two weeks after the deadline will be honored as timely. Approximately 1201 of the 2100 class members who submitted claim forms after the deadline filed their claims within two weeks of the deadline. As such, those 1201 claims shall be treated as timely.

courts in this Circuit have observed, settlements like this one that effectively provide "complete relief to [all] class members" who seek it are "extraordinary"—a fact that weighs heavily in favor of approval. *Montoya v. PNC Bank, N.A.*, No. 1420474CIVGOODMAN, 2016 WL 1529902, at *3 (S.D. Fla. Apr. 13, 2016) (approving settlement).

17. In addition to providing likely complete monetary relief for class members, the Settlement also requires GTL to alter its business practices in order to help prevent the kind of claims and allegations raised in this case. The non-monetary aspects of the Settlement will also provide other benefits, such as pre-forfeiture notification, for at least the next five years. Such non-monetary provisions should be taken into consideration in determining whether to approve a settlement agreement. *Poertner v. Gillette Co.*, 618 F. App'x 624, 626 (11th Cir. 2015).

18. Specifically, pursuant to the Settlement's non-monetary provisions, GTL has agreed to make significant changes to its business practices, including (i) lengthening its standard inactivity period from 90 to 180 days; (ii) guaranteeing that accountholders can obtain a refund of any amounts they have deposited into their accounts at any time during that period; (iii) prominently disclosing its Inactivity Policy and its refund policies across multiple platforms, including in its

automated IVR, on its customer-facing website(s), in its brochures, and through training of customer service representatives; (iv) explicitly informing customers who create accounts using its automated IVR system of the Inactivity Policy and obtaining their affirmative consent to the policy; and (v) providing customers who opt into receiving electronic notices a warning by email or text message that their accounts may go inactive thirty days in advance, so that they have adequate time to seek and obtain a refund if they wish to do so.

19. These business practice changes will provide valuable, lasting benefits to members of the class. According to the unchallenged testimony of Plaintiffs' expert, Ian Ratner, this non-monetary relief alone is worth between $83,772,040 and $127,727,184 to the Settlement Class. This relief weighs heavily in favor of approving the Settlement.

20. As discussed below, Class Counsel's requested award for fees and expenses is also reasonable, even when compared against only the monetary relief in the Settlement. When measured against the value of both the monetary and non-monetary relief, the requested fee and expenses award is reasonable.

21. Finally, the Settlement treats class members equitably. Each class member had an equal opportunity to recover the full amount retained from his or her account as a result of GTL's Inactivity Policy, and even individual class

members who did not file timely clams will continue to have an opportunity to receive credits for two years after the Settlement is approved, likely for the full value of the amounts GTL retained from the individual class member under its Inactivity Policy.

22. Moreover, the claims process here has been effective in distributing the Settlement's benefits to class members, including by allowing class members to file claims utilizing a streamlined, simple claim form, providing automatic refunds to class members who maintain active accounts with GTL, and providing a further opportunity for class members to obtain credit for up to the next two years for those class members who did not file claims.

23. The Court further finds that notice was given in accordance with the preliminary approval order, and that the form and content of that notice, and the procedures for dissemination, afforded adequate protections to Settlement Class Members, satisfied the requirements of Rule 23 and due process, and constituted the best notice practicable under the circumstances.[3]

24. In sum, the Settlement meets all of the criteria of Rule 23(e).

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[3] The Court further finds that the notice provisions of the Class Action Fairness Act of 2005 were satisfied. *See* dkt. 330-1 ¶¶ 3-4.

25. For many of the same reasons, the Settlement also satisfies the *Bennett* factors, particularly given the class's extremely favorable reaction. Only 0.00007% of class members chose to opt out of the Settlement, and only one attempted to lodge an objection to the Settlement.[4] Such overwhelming approval weighs heavily in favor of final approval of the Settlement. *E.g.*, *Janicijevic v. Classica Cruise Operator, Ltd.*, Case No. 20-cv-23223-BLOOM/Louis, 2021 WL 2012366, at *7 (S.D. Fla. May 20, 2021) (finding "opposition to the Settlement has been de minimis" where there were "no objections and only eight exclusion requests"); *In re CP Ships Ltd., Sec. Litig*., No. 8:05–MD–1656–T–27TBM, 2008

[4] The Court notes that one class member filed an objection. Dkts. 349, 349-1, 352. But the deadline had passed by the time that objection was filed, and the objection did not contain all of the information that this Court ordered be included in any objection. Accordingly, the objection is OVERRULED. Even looking past these defects, the objection does not undermine the Court's conclusion that the Settlement is fair, reasonable, and adequate. The class member essentially objected that the Settlement does not impose punitive damages on GTL or compensate class members for mental anguish or suffering. Because such damages are typically not available as remedies for the claims Plaintiffs asserted here, the Court finds that the class member's objection does not change the Court's conclusion. *E.g.*, *Cummings v. Premier Rehab Keller, P.L.L.C.*, 142 S. Ct. 1562, 1571–72, *reh'g denied*, 142 S. Ct. 2853 (2022) ("[E]motional distress is generally not compensable in contract, . . . punitive damages . . . are generally not available for breach of contract," and "[m]ental suffering caused by breach of contract, although it may be a real injury, is not generally allowed as a basis for compensation in contractual actions." (internal citations and quotation marks omitted)). Accordingly, even if the objection were considered on its merits, the Objection would be overruled for these reasons as well.

WL 4663363, at *4 (M.D. Fla. Oct. 21, 2008) (approving settlement with seven requests for exclusion), *aff'd*, 578 F.3d 1306 (11th Cir. 2009).

26. The Court also notes that the Prison Policy Initiative ("PPI") filed an *amicus curiae* brief raising its concern that the non-monetary relief in the Settlement Agreement could in the future be interpreted to override tariffs filed with state agencies that require GTL to provide more consumer-protective policies. Dkt. 344-1 at 5-6. But in response, GTL conceded that it would remain obligated to comply with any tariffs that required more robust protections than those laid out in the Settlement Agreement. Dkt. 347 at 3–5. Consequently, PPI acknowledged that many of its concerns were alleviated. Dkt. 350 at 2, 3. GTL also acknowledged that it would change tariffs to reflect the agreed-upon 180-day inactivity policy where it determined that such change was necessary. Section IV(D)(iii). Absent an obligation to provide lesser protections, the business-practice changes required in Section IV(D) of the Settlement Agreement will govern, effectively setting a minimum floor for the protections that GTL must provide. Moreover, as GTL concedes, the Settlement Agreement also obligates GTL to take action within 120 days of final approval of the Settlement to amend tariffs to reflect the 180-day inactivity period required under the Settlement. The Court thus finds that PPI's

concerns have been adequately addressed by the Settlement and by the parties' statements to this Court.

27. The Court finds that the Settlement is fair, reasonable, and adequate, and grants final approval of the Settlement.[5]

28. At their request, the seven individuals who have sought exclusion and whose names are reflected on the Opt-Out List provided by the settlement administrator are excluded from the Settlement Class.

## III. Award of Attorneys' Fees, Costs, and Expenses

29. Class Counsel requests an award of $18.425 million in attorneys' fees and $250,000 in expenses. Dkt. 338. No class member objected to the attorneys' fees or costs. Under Federal Rule of Civil Procedure 23(h), this Court "may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Such awards are justified "when litigation . . . confers substantial monetary or nonmonetary benefits on members of an ascertainable class." *Camden I Condo. Ass'n v. Dunkle*, 946 F.2d 768, 771 (11th Cir. 1991). Fees in common-fund cases such as this one must be evaluated as a percentage of the

[5] Per the parties' request in the Settlement Agreement, and based on the Court's independent review, the Court expressly finds that the provision of pre-forfeiture notice by text or other notice as provided for in the Settlement Agreement shall not be deemed a marketing communication or a violation of the Telephone Consumer Protection Act ("TCPA").

total value of the relief provided to a class in a settlement agreement. *Id.* at 774-75. Both the monetary awards and any non-monetary relief provided by the Settlement must be considered in evaluating the benefits conferred on the class. *Poertner*, 618 F. App'x at 628–30 (both monetary and non-monetary relief should be considered when evaluating the appropriate fee in a class settlement). Additionally, in this Circuit, a court considering a petition for fees in a class action should consider the entire value of the benefit made available to the settlement class, not the amount actually claimed by the class. *E.g.*, *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1297 (11th Cir. 1999) (explaining that "the Supreme Court [has] . . . rul[ed] that class counsel are entitled to a reasonable fee based on the funds potentially available to be claimed, regardless of the amount actually claimed").

30. The relief provided by the Settlement includes the $67 million Settlement Fund and substantial non-monetary relief provisions in Section IV(D). Based on the uncontested expert testimony submitted by Class Counsel, the total value of the Settlement including both monetary and non-monetary benefits is between $150 million and $194 million. *See* dkt. 339-1 (Declaration of Ian Ratner) at 8–9 (opining that the settlement's nonmonetary relief is worth between $83.7 and $127.8 million dollars). The fee award Class Counsel requests is thus between 9.46% and 12.22% of the total value of the Settlement—far below the 25% level

that is "generally recognized as a reasonable fee award in common fund cases." *Nelson v. Mead Johnson & Johnson Co.*, 484 F. App'x 429, 435 (11th Cir. 2012); *see* dkt. 338-3 (Declaration of Professor Robert Klonoff) at 28–31 (opining that the requested fee is "well below the Eleventh Circuit's 25% benchmark"). Moreover, even as compared only to the value of the monetary relief, the requested fee award is 27.5% of the Settlement Fund—within the 20% to 30% of the fund that the Eleventh Circuit has repeatedly approved. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1281 (11th Cir. 2021) (collecting cases) (quoting *Camden I*, 946 F.2d at 774-75).

31. Considering the factors set out in *Camden I*, the Court finds that Class Counsel's requested fee is reasonable. 946 F.2d at 772 n.3. Specifically, (1) Class Counsel invested significant time and expenses on both investigating and litigating this case; (2) this case involved novel and difficult legal questions, including issues of federal-agency jurisdiction and GTL's factually complex defenses; (3) this case required, and Class Counsel demonstrated, a high level of skill and experience; (4) Class Counsel's acceptance of this case precluded them from taking other work; (5) the requested fee is less than or equal to the customary fee approved in similar cases; (6) this case is being prosecuted on a purely contingent basis; (7) Class Counsel worked under considerable time pressure in

this matter; (8) Class Counsel obtained a Settlement with extraordinary benefits for the class; (9) Class Counsel are highly experienced in litigating class-action and complex cases; (10) this case presented a number of challenges that would have made it undesirable to other lawyers; (11) the Settlement was not reached until after substantial and complex litigation had occurred; and (12) Class Counsel undertook a significant economic risk by devoting thousands of hours of time to this matter with no guarantee of recovery. *See* dkt. 338-3 at 30–46 (opining that "application of the *Camden I* factors demonstrates the reasonableness of the fees sought here"); *see also* dkt. 338-1 (Declaration of Michael A. Caplan) at 4–40 (detailing the years of work Class Counsel devoted to this case and the value the Settlement provides, particularly in light of the maximum damages that could have been recovered at trial and non-monetary relief that may not have been available); dkt. 338-5 (Declaration of Linda M. Dardarian) at 16–18 (detailing the work of counsel from California who participated in Class Counsel's efforts to expand the class nationwide); dkt. 338-4 (Declaration of James Radford) at 7–9 (detailing the substantial pre-suit work Class Counsel engaged in and the complexity associated with navigating this matter through arbitration in its early stages). In short, the Court concludes that the fee Class Counsel requests is reasonable, warranted in

light of their work and the facts and circumstances of this case, and appropriate based on the principles by which such requests are assessed in this Circuit.

32. The Court finds that a lodestar cross-check is not necessary here for the reasons set forth in the declaration of Professor Robert Klonoff. Dkt. 338-3 at 46–49 & nn.50–53. Nonetheless, even if the Court conducted such a cross-check, the Court would find, as Professor Klonoff testified, that the "multiplier of less than 3.5" over the time Class Counsel actually spent in this case and would have billed at their standard hourly rates "is in line with multipliers" approved in other cases in this Circuit. Dkt. 338-3 at 28; *see also Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla. 2007) ("[L]odestar multiples in large and complicated class actions range from 2.26 to 4.5, while three appears to be the average.") (internal quotation marks and citation omitted). Based on the uncontradicted testimony of two seasoned Georgia attorneys—former United States Attorney Michael J. Moore and former King & Spalding partner John A. Chandler—the time Class Counsel devoted to this case and Class Counsel's rates are reasonable and appropriate, and the fees and expenses that Class Counsel seeks are also reasonable and appropriate in light of the successful result they have achieved. Dkt. 338-6 (Declaration of Michael J. Moore) at 5–13; dkt. 338-7 (Declaration of John A. Chandler) at 7–17; *see also* dkt. 338-5 at 18–22

(describing the reasonableness of the hours devoted and rates charged by Goldstein, Borgen, Dardarian, & Ho).

33. As to Class Counsel's request for $250,000 in expenses, such requests are generally "granted 'as a matter of course' in common fund cases" like this one. *Amin v. Mercedes-Benz USA, LLC*, No. 1:17-CV-01701-AT, 2020 WL 5510730, at *5 (N.D. Ga. Sept. 11, 2020). Class Counsel submitted a detailed itemization of the more than $280,000 in costs and expenses they advanced to prosecute this action on behalf of the class, along with declarations attesting to the necessity and reasonableness of those expenses. *See* dkt. 338-1; dkt. 338-4, dkt. 338-5. This amount included the costs of experts, court reporters, filing fees, mediation costs, legal research, and other ordinary litigation expenses that are considered compensable from a common fund. The Court finds that the costs and expenses that Class Counsel advanced were reasonable and necessary to the prosecution of this action. *See* dkt. 338-5 at 22–23; dkt. 338-6 at 13; dkt. 338-7 at 17. Indeed, the requested expense award is less than what Class Counsel actually incurred. The Court concludes that an award of fees in the amount of $250,000 is appropriate and consistent with the legal principles governing such awards in this Circuit.

34. Accordingly, this Court grants Class Counsel's Motion for Attorneys' Fees, Costs, and Expenses and orders GTL to pay Class Counsel $18.425 million

in attorneys' fees and $250,000 in expenses, in accordance with the terms of the Settlement Agreement.[6]

## CONCLUSION

35. Accordingly, the Court **FINDS** (1) that it has personal jurisdiction over the Class Plaintiffs, GTL, and all Settlement Class Members and (2) that it has subject-matter jurisdiction over this case and to approve the Settlement.

36. The Court also **FINDS** that the Settlement Class Notice Program (i) constituted the best practicable notice under the circumstances; (ii) constituted notice that was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, of their rights to object to or exclude themselves from the proposed Settlement, and of their right to appear at the Fairness Hearing; (iii) constituted reasonable, due, adequate, and sufficient

[6] The Court notes that it previously awarded attorneys' fees and expenses in connection with its Order of November 30, 2020, granting Plaintiffs' Motion for Sanctions. *See* dkt. 275; *see also* dkt. 277. The Court has been informed of the fees and expenses paid to Class Counsel in connection with such Order. Because GTL paid these fees and expenses as the result of a previous order, such fees and expenses should not be considered under the percentage-of-the-fund approach required in this Circuit. *See* dkt. 338-3 at 48 & n.55. But even if that amount were added to the fee request here, the Court finds that the total amount of fees and expenses awarded to Class Counsel is less than 33 1/3% of the Settlement Fund and less than 20% of the total value of the Settlement, a fee percentage that is reasonable and routinely approved in this Circuit. *Waters*, 190 F.3d at 1298 (affirming 33 1/3% of common fund as fee award).

notice to all persons entitled to receive notice; and (iv) met all requirements applicable law, including Federal Rule of Civil Procedure 23(e) and the Due Process Clause.

37. Additionally, the Court **FINDS** that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3) and accordingly **CERTIFIES** the Settlement Class for purposes of the Settlement.

38. The Court also hereby **GRANTS** the Motion for Final Approval of the Settlement. The Court fully and finally approves the Settlement in the form contemplated by the Settlement Agreement (Dkt. 326-1) and finds its terms to be fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e). The Court directs that the Settlement be implemented, performed, and consummated in full pursuant to the terms and conditions of the Settlement Agreement.

39. The Court also **FINDS** that Class Counsel and the Class Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement.

40. Based on the findings and conclusions set forth above, the Court hereby **GRANTS** Class Counsel's Motion for Attorneys' Fees, Costs, and Expenses and **AWARDS** Class Counsel $18,425,000.00 in fees and $250,000.00

in expenses, for a total payment of $18,675,000.00, to be paid by GTL in the time and manner prescribed by the Settlement Agreement.

41. Further, the Court hereby approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Settlement Class Members who have timely and validly requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Settlement as finally approved.

42. The Court hereby discharges and releases the Released Claims as to the Released Parties, as defined in the Settlement Agreement. Further, the Court hereby permanently bars and enjoins the institution and prosecution by Class Plaintiffs and any Settlement Class Member of any other action against the Released Parties in any court or other forum asserting any of the Released Claims, as defined in the Settlement Agreement.

43. The Court **DISMISSES** this Action with prejudice and determines, under Federal Rule of Civil Procedure 54(b) that this judgment of dismissal as to the Released Parties shall be final and entered forthwith.

44. Without affecting the finality of the judgment, the Court shall maintain continuing jurisdiction with respect to the implementation and enforcement of the terms of the Settlement; the Claims Process; the distribution of the Settlement Fund to class members; the payment of attorneys' fees, costs, and

expenses; the payment of case-contribution awards, should the conditions for payment be satisfied; and over this Judgment.

45. Plaintiffs, Settlement Class Members, and Defendants irrevocably submit to the exclusive jurisdiction of this Court for the resolution of any matter arising out of or relating to the Settlement, the Agreement, or this Order, except as otherwise provided in the Settlement Agreement (e.g., Section XV(B)). All applications to the Court with respect to any aspect of the Settlement, the Settlement Agreement, or this Order shall be presented for resolution to United States District Court Judge Amy Totenberg or, if she is not available, any other District Court Judge designated by the Court.

46. Accordingly, the Clerk shall enter a separate judgment consistent with the terms of this Order pursuant to Fed. R. Civ. P. 58.

* * *

This case entailed difficult twists and turns both in litigation of liability and negotiation of a class-wide remedy. In its more than seven-year lifespan, the circumstances of this case morphed multiple times. Plaintiffs' Counsel nimbly navigated this ever-changing litigation landscape and poured thousands of hours into this case's preparation. After the Court's Orders on class certification and sanctions of November 30, 2020 and the Eleventh Circuit's June 24, 2021 denial of

Defendant's Petition for Permission to Appeal, all counsel moved forward with the aim of negotiating a comprehensive, class-wide solution. The Court appreciates these efforts on all sides, as it is clear that the case could have alternatively spun on and on without tangible results.

All counsel tackled the major challenges of negotiating nationwide class relief with great legal skill, persistence, flexibility, and creativity. This demanding and complex work was also aided by Plaintiffs' thoughtful expansion of their legal team to include additional counsel with a deep well of national class action experience as well as a superb team of class action administration specialists. The Court also recognizes the crucial role played by the mediator and arbitrator who helped to facilitate the ultimate settlement in this case.

The Settlement Agreement here provides significant and meaningful relief to class members. While the Settlement Agreement's monetary remedy for participating class members is essential, the planned structural changes in the way that GTL will operate its prison phone service to ensure fairness and openness in the solicitation and administration of these accounts during the next five years and beyond will clearly benefit members of our society with loved ones in prisons and jails across the country.

For all the reasons discussed herein, the Court finds that the Class Action Settlement Agreement both meets and exceeds the mandates of Rule 23 of the Federal Rules of Civil Procedure.

**IT IS SO ORDERED** this 30th day of August, 2022.

The Honorable Amy Totenberg
United States District Court Judge