

Exhibit A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BOBBIE JAMES, *et al.* on behalf of themselves
and all others similarly situated,

Plaintiffs

v.

GLOBAL TEL*LINK CORPORATION,
INMATE TELEPHONE SERVICE, and DSI-ITI
LLC,

Defendants.

Civil Action No. 13-4989 (WJM)(MF)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into as of the 28th day of May, 2020 by and between on the one hand: Plaintiffs Bobbie James, Betty King, Mark Skladany and Barbary Skladany (collectively, “Class Plaintiffs”), individually and on behalf of the Class defined below; and on the other hand Defendants Global Tel*Link Corporation and DSI-ITI, Inc. (f/k/a DSI-ITI, LLC) (together “GTL” or “Defendants”). The Class Plaintiffs, the Class, and GTL are referred to collectively as the “Parties” and individually as a “Party.”¹

WHEREAS Plaintiffs filed this Action on August 20, 2013, alleging, *inter alia*, that Defendants violated the Federal Communications Act, New Jersey Consumer Fraud Act and associated regulations, New Jersey public utilities statutes and the Fifth Amendment’s takings clause and that Defendants were unjustly enriched by charging excessive rates and fees in providing Inmate Calling Service (“ICS”) to New Jersey State and county correctional institutions; and

WHEREAS on November 22, 2013, GTL moved to dismiss Plaintiffs’ complaint pursuant to Fed. R. Civ. P. 12(b)(6) (Docket Entry 20); and

¹ All terms with initial capitalization shall have the meanings set forth in Section 1 below or as otherwise defined herein.

WHEREAS on September 8, 2014, the Court denied GTL's motion to dismiss but stayed the action pending action by the Federal Communications Commission relating the whether the actions challenged by Plaintiffs in the complaint violated the Federal Communications Act (Docket Entry 36); and

WHEREAS Plaintiffs voluntarily dismissed their claims relating to violation of the Federal Communications Act and New Jersey public utilities statutes on October 20, 2014, and the Court lifted the stay imposed after its motion to dismiss decision (Docket Entry 41); and

WHEREAS on June 16, 2015, GTL filed a motion before the Judicial Panel for Multidistrict Litigation to consolidate this case with other cases that were then pending against GTL in the Western District of Arkansas and the Eastern District of Pennsylvania, which motion was denied by way of Order dated October 13, 2015 (JPML No. 2651, Docket Entry 23); and

WHEREAS on August 7, 2015, GTL filed a motion to compel individual arbitration (Docket Entries 95, 99, 100, 103), which motion was granted as to as to Plaintiff Crystal Gibson, but was denied as to the other named plaintiffs (Docket Entries 116, 117); and

WHEREAS on March 9, 2016, GTL appealed the denial of its motion to compel arbitration to the Third Circuit (Docket Entry 120); and

WHEREAS on March 29, 2017, the Third Circuit affirmed the District Court's arbitration decision, *James v. Global Tellink Corp.*, 852 F.3d 262 (3d Cir. 2017); and

WHEREAS, the Court entered a revised scheduling order on July 20, 2017 setting a schedule for expert discovery and Plaintiffs' motion for class certification (Docket Entry 136); and

WHEREAS, the parties exchanged their class certification papers in accordance with former Appendix N, and those papers were filed on February 27, 2018 (Docket Entries 147-154); and

WHEREAS on March 27, 2018, GTL filed a motion for summary judgment (Docket Entries 158, 159, 164, 165, 173); and

WHEREAS on August 6, 2018, the Court granted Plaintiffs' motion for class certification and denied GTL's motion for summary judgment (Docket Entries 179-182); and

WHEREAS on August 20, 2018, GTL filed a petition for permission to appeal with the Third Circuit as to the granting of class certification pursuant to Fed. R. Civ. P. 23(f), which petition was denied by way of Order dated January 24, 2019; and

WHEREAS on April 1, 2019, the Parties held a mediation session before Hon. Stephen M. Orlofsky (ret.);

WHEREAS, the Court approved a notice plan to the Class by way of Order dated June 10, 2019 (Docket Entry 198), and notice was sent to the Class in due course (Docket Entry 199); and

WHEREAS on October 22, 2019, the Court set a trial date for March 9, 2020 (Docket Entry 202); and

WHEREAS on January 24, 2020, GTL filed motions for judgment on the pleadings and to decertify the class (Docket Entries 212 & 216); and

WHEREAS on February 13, 2020, the Parties held a mediation session with Hon. Dennis M. Cavanaugh (ret.); and

WHEREAS the Court held a Final Pretrial Conference on February 20, 2020; and

WHEREAS on March 2, 2020, the Court granted GTL's motion for judgment on the pleadings with respect to Plaintiffs' claim under the takings clause of the Fifth Amendment of the United States Constitution, but otherwise denied GTL's motion, and found that there were issues of fact as to the application of GTL's derivative immunity defense; and

WHEREAS on March 3, 2020, the Parties appeared for a settlement conference before Hon. Mark Falk, at which time the parties reached an agreement in principle on the maximum benefits to be made available by GTL to the Class as part of a settlement of all claims; and

WHEREAS on March 4, 2020, the Parties reached an agreement in principle on the maximum attorneys' fees and costs to be paid by GTL to Plaintiffs' Counsel and the Case Contribution Awards to the Class Plaintiffs;

WHEREAS on March 5, 2020, Hon. William J. Martini adjourned the March 9, 2020 trial date;

WHEREAS, Plaintiffs' Counsel have been appointed by the Court to represent the Class;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted in the Action by the Class against the GTL Released Parties;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Agreement, as defined below, with the assistance of the Honorable Stephen M. Orlofsky, U.S.D.J. (Ret.), the Honorable Dennis M. Cavanaugh, U.S.D.J. (ret.) and the Honorable Mark Falk, Chief U.S.M.J. in reaching this Agreement and this Agreement embodies all of the terms and conditions of the Settlement;

WHEREAS, the Parties' negotiation of an agreement regarding the award of Plaintiffs' Counsel's attorneys' fees and costs and the Case Contribution Awards to the Class Plaintiffs did

not occur until after the substantive terms of this Agreement had been negotiated and agreed upon; and

WHEREAS, Class Plaintiffs have concluded, after discovery and investigation of the facts and after considering the circumstances of the Action and the applicable law, that it is in the best interests of Class Plaintiffs to enter into this Agreement with GTL to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Class and Class Members, and, further, that this Settlement (as defined below) is fair, reasonable, adequate, and in the best interests of the Class;

WHEREAS, GTL, without admitting any liability or wrongdoing, wishes to avoid the costs, expenses, and uncertainties of trial and continuing this complex litigation;

WHEREAS, the Parties, and their respective counsel, believe that the terms of the settlement set forth in this Agreement provide fair, reasonable, and adequate consideration for the release of the claims in this action as well as release of all Released Claims; and

WHEREAS, the Parties desire and intend to seek approval by the District Court of the settlement as set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the Class Members' claims be settled and compromised, and dismissed on the merits with prejudice as to the Released Parties, subject to Court approval:

1. Definitions: The following terms shall have the following meanings for purposes of this Agreement.

a. “Action” means the class action captioned *James, et. al v. Global Tel*Link Corporation, et al.*, Civil Action No. 13-4989 (WJM)(MF) pending in the United States District Court for the District of New Jersey.

b. “Agreement” means this Settlement Agreement Between Class Plaintiffs and GTL.

c. “Case Contribution Award” means compensation for Class Plaintiffs for their time and effort undertaken in the Action.

d. “Call” means a telephone call made using GTL’s services by or to communicate with a person incarcerated in New Jersey that was paid for via AdvancePay, via debit account, via calling card, or as a collect call.

e. “Class” means:

All persons of the United States who, between 2006 and 2016, were incarcerated in a New Jersey prison or correctional institution and who used the phone system provided by Defendants, or who established an AdvancePay account with Defendants in order to receive telephone calls from a person incarcerated in New Jersey, excluding Essex County prior to June 2010, or persons receiving calls from persons incarcerated in Essex County prior to June 2011.

Excluded from the Class are 1) any Class Members who timely and validly elect to be excluded from the Class in accordance with the Preliminary Approval Order, 2) any Class Members who previously excluded themselves from the Class (together, the “Opt-Outs”); 3) any GTL customer who set up payment by direct bill; and 4) Defendants and their respective parents, subsidiaries, and affiliates.

f. “Class Member” means any person who falls within the definition of the Class.

g. “Class Period” means January 1, 2006 through December 31, 2016.

h. “Court” means the United States District Court for the District of New Jersey.

i. “Defendants” means Global Tel*Link Corporation and DSI-ITI, Inc. (f/k/a DSI-ITI, LLC).

j. “Emailed Class Notice” means the individual notice of this Settlement to be e-mailed by the Settlement Administrator, at the direction of Counsel for the Parties, to Class Members using the list of email addresses previously generated by the Settlement Administrator pursuant to the Court approved a notice plan set forth in the Order dated June 10, 2019 (Docket Entry 198).

k. “Escrow Account” means the escrow account established to receive and maintain funds contributed on behalf of GTL or the benefit of the Class, including Class Plaintiffs and Class Members.

l. “Execution Date” means the first date on which all counsel to the Parties to this Agreement have signed the Agreement.

m. “Final Approval” means an order and judgment by the Court that finally approves this Agreement and the Settlement pursuant to Federal Rule of Civil Procedure 23 and dismisses the Action with prejudice Defendants.

n. “Final Judgment” means the first date upon which both of the following conditions shall have been satisfied:

i. Final Approval; and

ii. Either (1) thirty (30) days have passed from the date of Final Approval with no notice of appeal having been filed with the Court; or (2) Final Approval has been affirmed by a mandate issued by any reviewing court to which

any appeal has been taken, and any further petition for review (including certiorari) has been denied, and the time for any further appeal or review of Final Approval has expired.

o. “Plaintiffs’ Counsel” means James E. Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., and James A. Plaisted of Pashman Stein Walder Hayden as appointed by the Court to represent the Class.

p. “Mailed Class Notice” means the individual notice of this Settlement to be mailed by the Settlement Administrator, at the direction of Counsel for the Parties, to Class Members using the list of mailing addresses previously generated by the Settlement Administrator pursuant to the Court approved a notice plan set forth in the Order dated June 10, 2019 (Docket Entry 198).

q. “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of disseminating and publishing the Mailed Class Notice and Published Class Notice, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting members of the Class, processing claims, escrowing funds, and issuing and mailing payments.

r. “Notice Date” means the date that Mailed Class Notice is sent to the Class in accordance with Section 5.

s. “Preliminary Approval Order” means an order by the Court to preliminarily approve this Agreement and the Settlement pursuant to Federal Rule of Civil Procedure 23.

t. “Published Class Notice” means the summary of the Mailed Class Notice submitted to the Court for approval in connection with the motion for Preliminary Approval.

u. “Released Claims” means any and all claims that were brought or could have been brought in the Action relating to the provision of Defendants’ services for calls originating from prisons, jails or other correctional institutions in New Jersey during the Class Period, including without limitation the rates or fees for or related to such services.

v. “Released Parties” shall refer individually and collectively, as appropriate, to Global Tel*Link Corporation and DSI-ITI LLC and all of their past and present parent companies, subsidiaries, joint ventures, partnerships, affiliates, controlled entities, assignees, and all of their respective predecessors, assigns, and successors-in-interest, and all of their respective present or former directors, officers, members, shareholders, agents, employees, representatives, administrators, insurers, and indemnitees.

w. “Releasing Party” or “Releasing Parties” shall refer individually and collectively, to the Class, including the Class Plaintiffs and the Class Members, each on behalf of themselves and their respective predecessors and successors; their current and former, direct and indirect parents, subsidiaries and affiliates; their present and former shareholders, partners, directors, officers, owners of any kind, principals, members, agents, employees, contractors, attorneys, insurers, heirs, executors, administrators, devisees, representatives; their assigns of all such persons or entities, as well as any person or entity acting on behalf of or through any of them in any capacity whatsoever, jointly and severally; and any of their past, present and future agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and

divisions. As used in this Section, “affiliates” means entities controlling, controlled by or under common ownership or control with, in whole or in part, any of the Releasing Parties.

x. “Settlement” means the settlement of the Class Action and any claims filed by Class Members with respect to any of the Released Parties, as set forth in this Agreement.

y. “Settlement Administrator” means Angeion Group LLC, the firm retained to disseminate the Class Notice and administer the Settlement, subject to approval of the Court. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided in this Agreement or court order.

z. “Settlement Payments” means the payments made by GTL pursuant to this Agreement, including any interest accrued on such payments.

2. The Parties’ Efforts to Effectuate this Settlement. The Parties agree to support entry of Final Approval, motion for re-argument, motion for rehearing, petition for a writ of certiorari or other writ or objection.

3. Non-Admission Of Liability. This Agreement is made for settlement purposes only, and neither the fact of, nor any specific provision contained in this Agreement nor any action taken hereunder shall constitute, or be construed as, any admission of the validity of any claim or any fact alleged by Plaintiffs or by any other person included within the Class of any

wrongdoing, fault, violation of law, or liability of any kind on the part of the Released Parties. GTL denies that it has engaged in any wrongdoing or unconscionable practice regarding the rates and fees charged for ICS in New Jersey, or that it has engaged in any other unlawful conduct as alleged in the Complaint. This Agreement constitutes a compromise pursuant to Fed. R. Evid. 408(a) and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable. It shall not be offered or be admissible, either in whole or in part, as evidence against any of the Released Parties, except in any action or proceeding to enforce its terms.

4. Settlement Announcement and Litigation Standstill. Upon execution of this Agreement, the Parties shall inform the Court that the Parties have executed this Agreement. Upon execution of this Agreement, the Class Plaintiffs and the Class, through Plaintiffs' Counsel, shall cease all litigation activities related to the pursuit of claims against the Released Parties in the Action (except as permitted in Section 13 of this Agreement) (the "Litigation Standstill").

5. Motions for Preliminary Approval.

a. As soon as practicable, and in no event later than thirty (30) days after the Execution Date, unless otherwise extended by written agreement of the Parties, Class Plaintiffs, through Plaintiffs' Counsel, shall submit to the Court a motion for Preliminary Approval of this Agreement. The Preliminary Approval motion shall include: (a) a proposed form of, method for, and date of dissemination of notice; (b) a proposed schedule for the filing of any motion for fees and expenses, the filing of a motion to approve finally this Agreement, and a final fairness hearing; and (c) a proposed form of order preliminarily approving this Agreement. The motion (and its exhibits) seeking

Preliminary Approval, including the text of the items referred to in clauses (a) through (c) above shall be proposed by Class Plaintiffs, through Plaintiffs' Counsel, subject to the agreement of GTL, which agreement shall not be unreasonably withheld. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval of this Agreement. Plaintiffs shall provide a copy of the Motion for Preliminary Approval to GTL for its review no later than five (5) days before the date of filing.

b. In connection with the Motion for Preliminary Approval, Plaintiffs shall apply for an order requesting:

- i. Preliminary approval of this Agreement;
- ii. Approval of the notices proposed in this Agreement;
- iii. The setting of a date for Notice to be provided to the Class Members;
- iv. The setting of a deadline for exclusions and objections; and
- v. The setting of a date for the Final Fairness Hearing.

6. Class Notices. After Preliminary Approval, and subject to approval by the Court of the means for dissemination:

a. No later than twenty-one (21) days after the entry of the Order of Preliminary Approval (unless otherwise specifically modified below), the Mailed Class Notice shall be mailed and the Emailed Class Notice shall be emailed by the Settlement Administrator, at the direction of Counsel for the Parties, to Class Members that: are identified by or were previously identified from GTL's records during the process of disseminating notice of certification of the Class. Any questions relating to notice

provided to individual members of the Class shall be directed to the Settlement Administrator, which shall answer questions raised by GTL.

b. Claim forms may also be included with the Class Notice sent to Class Members.

c. The Published Class Notice shall be submitted to the Court for approval in connection with the motion for Preliminary Approval to be published in a one-sixth (1/6) page size advertisement in the Star Ledger, the South Jersey Times and the Prison Legal News on two occasions:

d. The Parties agree that the methods of Notice set forth in this Section constitute the best form of Notice to the Class that is practicable under the circumstances. All Notice and Administrative Costs will be paid out by GTL separate and apart from, and in addition to, the Settlement Payments.

e. The Settlement Administrator shall prepare declaration(s) stating that the Notice was provided to Class members in accordance with the terms of this Agreement and any Court Order, along with the number of Notices which were mailed to the Class Members; the number of Notices which were successfully mailed; the number of Notices which were returned as undeliverable as addressed (hereinafter "UAA"); and the number of UAA Notices which were re-sent to Class Members; and the number of UAA which were re-sent successfully. The Settlement Administrator shall provide Plaintiffs' Counsel with the originals of the declarations, with copies to GTL, so that the declarations may be filed with the Court.

f. The Settlement Administrator shall establish and maintain a Settlement Website from the date of the entry of the Order of Preliminary Approval until the conclusion of the claim period.

g. The Settlement Administrator shall be designated in the Notice to Class Members as the entity to contact if Class Members choose to exclude themselves from the settlement.

h. The Settlement Administrator shall also prepare declaration(s) stating the total number of, and identify by name and address, any Class Members who the Settlement Administrator determines to have submitted a valid and timely Request for Exclusion and the total number of any Class Members who the Settlement Administrator determines to have submitted an untimely Request for Exclusion. The Settlement Administrator shall provide Plaintiffs' Counsel with the original of the declaration(s), with copies to GTL, by no later than ten (10) days after the opt-out date as set forth herein below, so that the declaration(s) may be filed with the Court.

i. The Settlement Administrator shall also be designated in the Notice to Class Members as the entity to contact (via mail, electronic mail and/or telephone) if they have any questions concerning the Notice or the settlement.

7. Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval of this Agreement, Class Plaintiffs, through Plaintiffs' Counsel, shall, in accordance with the schedule set forth in the Court's Preliminary Approval Order, submit to the Court a separate motion for Final Approval of this Agreement by the Court. The motion for Final Approval shall seek entry of an order and Final Judgment:

a. Finally approving the Settlement as being a fair, reasonable, and adequate settlement for the Class within the meaning of Federal Rules of Civil Procedure 23, and directing the implementation, performance and consummation of the Settlement pursuant to the terms and conditions set forth in this Agreement;

b. Dismissing the Action with prejudice;

c. Dismissing all claims against the non-existing corporate entity “Inmate Telephone Service” with prejudice.

d. Ordering the Class Plaintiffs and Class Members to discharge the Released Parties of and from all further liability to Plaintiffs and Class Members with respect to the Released Claims (but not as to any obligations created or owed pursuant to this Agreement);

e. Permanently barring and enjoining Class Plaintiffs and Class Members from bringing, filing, commencing, prosecuting (or further prosecuting), or intervening in, any other lawsuit, arbitration, or administrative, regulatory or other proceeding or cause of action in law or equity that asserts the Released Claims or receiving any settlement consideration in any other lawsuit, arbitration, or administrative, regulatory or other proceeding or cause of action in law or equity based on the Released Claims

f. Reserving continuing and exclusive jurisdiction over the Settlement for all purposes; and

g. Determining under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to the Released Parties shall be final and appealable and entered forthwith.

The Parties shall take all reasonable steps to obtain Final Approval of the Settlement.

8. Settlement Consideration. Subject to the approval hereof, and in consideration of the release of Released Claims, GTL agrees to pay, on behalf of itself and the Released Parties, a maximum of U.S. \$25 million in cash and credits combined (the “Settlement Payments”) to be distributed in accordance with the Plan of Allocation, as defined in Section 14 below. GTL shall make no additional payments to the Class under this Settlement. The Parties agree and acknowledge that none of the foregoing amounts paid by or on behalf of GTL under this Agreement shall be deemed to be, in any way, a penalty or a fine of any kind, nor shall it be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by the Released Parties.

9. Cooperation With Settlement Process. The Parties agree to undertake their respective best efforts to effectuate the Settlement as set forth in this Agreement. The Parties shall encourage the Court to approve the Agreement, and shall not encourage persons included within the Class to object to the Court’s approval of the Agreement or to opt out of the Class. Except for the cooperation enumerated in this Section 9, all litigation activities related to the pursuit of claims by Class Plaintiffs and the Class Members against Released Parties in the Action are subject to the Litigation Standstill set forth in Section 4. The Released Parties shall have no cooperation obligation except those related to the settlement process as expressly set forth in this Section 9. None of the cooperation provisions is intended to, nor do they, waive any otherwise applicable privilege.

a. **Preliminary Approval.** The Parties agree to cooperate to the extent reasonably necessary in connection with Plaintiffs’ Counsel’s preparation of the motion for Preliminary Approval and any related documents necessary to effectuate and implement the terms and conditions of this Agreement.

b. Other than as specifically set forth above, each Party shall be responsible for its own expenses, including legal fees, in connection with the cooperation obligations outlined above.

10. Objections To Settlement. The Parties agree to the following:

a. Any person seeking to object to the fairness, reasonableness or adequacy of the proposed Settlement must be a Class Member; a former Class Member that has opted out of the Class cannot object to the Settlement. Each Class Member who wishes to object to any term of this Agreement must do so in writing by filing a written objection with the Clerk of the Court and mailing it to the Parties' respective counsel at the addresses set forth in Section 24 below. Any such objection must be filed with the Clerk of the Court and received by the Parties' respective counsel no later than forty-five (45) days from the Notice Date. Any such objection must:

i. Identify the Class Member by name;

ii. Identify the Class Member's current street address and current electronic mail address, if any;

iii. Identify (A) if the Class Member is an AdvancePay customers, the phone number(s) associated with the Class Member's Advance Pay account(s) during the Class Period, or (B) if the Class Member is a current or former inmate, the Class Member's PIN number(s) associated with their debit account(s) that they used for GTL's services during the Class Period and the institution(s) associated with each PIN number;

iv. Attach copies of any materials that will be submitted by or on behalf of the objecting Class Member to the Court or presented at the fairness

hearing;

v. Be signed by the Class Member; and

vi. Clearly state in detail the legal and factual ground(s) for the objection, and if represented by counsel, such counsel's name, address and telephone number.

b. The instructions set forth in this Section for objecting to the Settlement will be recited in the Notice. Any objection that fails to satisfy the requirements of this Section, or that is not properly and timely submitted, will be deemed ineffective and waived, and the Parties will jointly argue that the Class Member asserting such objection may not have his or her objection heard or otherwise considered by the Court.

11. Requests To Appear At Fairness Hearing. Class Members or their counsel who wish to appear at the Fairness Hearing must make such request by notifying the Clerk of Court and the Parties' respective counsel in writing at the addresses set forth in Section 24 below. Any such request must be filed with the Clerk of the Court and received by the Parties' respective counsel no later than no later than forty-five (45) days from Notice Date. and must state the name, address and telephone number of the Class Member, as well as the name, address and telephone number of the person who will appear on his or her behalf. Any such request must further state that the Class Member has previously or contemporaneously objected to the Settlement in compliance with the requirements of Section 10 of this Agreement. The instructions set forth in this Section for appearing at the Fairness Hearing will be recited in the Notice. Any request for appearance that fails to satisfy the requirements of this section or of Section 10 above, or that has not been properly or timely submitted, may be deemed ineffective, and shall be deemed to constitute a waiver of such Class Member's rights to appear and to comment on the settlement at

the fairness hearing.

12. Requests For Exclusion (Opt Out) From Class Membership. The Parties agree to the following:

a. Any Class Member who wishes to be excluded from membership in the Class (hereinafter “opt out”) must do so in writing by mailing a written request for exclusion from the Settlement to the Settlement Administrator at the addresses set forth in the Notice. Such request must be postmarked no later than forty-five (45) days from the Notice Date . The request must:

- i. Identify the Class Member;
- ii. Identify the Class Member’s current street address and current electronic mail address, if any;
- iii. Identify (A) if the Class Member is an AdvancePay customers, the phone number(s) associated with the Class Member’s Advance Pay account(s) during the Class Period, or (B) if the Class Member is a current or former inmate, the Class Member’s PIN number(s) associated with their debit account(s) that they used for GTL’s services during the Class Period and the institution(s) associated with each PIN number;;
- iv. Be signed by the Class Member; and
- v. If the Class Member is represented by counsel, provide such counsel’s name, address and telephone number.

b. Any Class Member who wishes to be excluded from the Class can only opt out for himself or herself and, except for minors, cannot opt out for any other person, nor can any Class Member authorize any other person to opt out on his or her behalf.

Any request for exclusion that fails to satisfy the requirements of this Section, or that has not been properly or timely sent, may be deemed ineffective, and the Class Member shall be deemed by the Parties to have waived all rights to opt out, and shall be deemed a Class Member for all purposes under this Agreement.

c. The instructions set forth in this Section for opting-out of the Settlement will be recited in the Notice.

13. Material Breach and Reservation of Rights. The Parties agree that a material breach of this Agreement will have occurred if any other Party defaults under the terms of this Agreement with respect to its obligations under this Agreement, including but not limited to GTL's obligations to make the payments set forth in this Agreement. In the event that any Party materially breaches this Agreement, any other Party has the option to terminate this Agreement upon fourteen (14) days' notice to the breaching Party, subject to the breaching Party's right to cure any alleged material breach. Upon termination of the Agreement, all provisions of this Agreement, including but not limited to the Release (set forth in Sections 16 and 17 of this Agreement), shall be voided. Upon termination due to material breach by GTL the Class Plaintiffs (on behalf of the Class) and the Class Members shall be entitled to assert the full amount of their respective claims, reduced only by the value of any consideration actually received. Upon termination due to material breach by any Class Plaintiff, the Action shall be dismissed with prejudice as to GTL. If GTL defaults under the Agreement and commences a proceeding under Title 11 of the United States Code (a "GTL Bankruptcy"), GTL reserves its right to dispute its liability to the Class Plaintiffs and Class Members. Nothing in this Agreement shall limit any argument or claim the Released Parties, the Class Plaintiffs or the Class Members could assert in a GTL Bankruptcy.

14. Plan of Allocation.

(a) Settlement Payments: Subject to satisfying the requirements set forth below, Class Members shall be entitled to receive the following:

i. For Calls made between January 1, 2006 and December 31, 2008, 20% of the total amount spent for calling time above \$.05 per minute;

ii. For Calls made between January 1, 2009 and December 31, 2011, 15% of the total amount spent for calling time above \$.05 per minute;

iii. For Calls made between January 1, 2012 and December 31, 2016 10% of the total amount spent for calling time above \$.05 per minute;

(b) All of the foregoing shall be based upon the total spending for each account as shown on GTL's calling records previously provided to the Settlement Administrator.

(c) All of the foregoing shall be subject to a maximum recovery of \$5,000 per account.

(d) Payments to Current Customers:

i. Class Members who are current Advance Pay customers will receive credit into their account for the amount of their claim as set forth above without the need for submitting a proof of claim.

ii. Class Members who are currently incarcerated and have used GTL's services will receive a calling card or cards or a deposit into their debit account for the amount of their claim as set forth above during the Class Period without the need for submitting a proof of claim, unless such Class Member's identity is not currently known.

(e) Claims by Former Customers:

i. Class Members who (a) received collect Calls during the Class Period and/or (b) paid for Calls using AdvancePay during the Class Period but are no longer AdvancePay account holders are entitled to recover if they submit a complete and valid claim to the Settlement Administrator (either electronically or in paper form) setting forth the phone number(s) associated with their account(s), their current address, any addresses where they lived while using GTL's services, and the approximate amount of charges they paid to GTL for ICS. To recover, Class Members also shall submit any reasonably available documentation verifying their status as a Class Member and a former Advance Pay customer, including but not limited to a phone bill or other documentation showing the phone number(s) used by the Class Member. Such a claim form shall be submitted by and signed by the Class Member submitting the claim form. Electronically submitted claim forms shall be uploaded by and signed by the Class Member submitting the claim form.

ii. Class Members who are or were prisoners during the Class Period and purchased calling cards from the prison commissary, are entitled to recover if they submit a valid claim setting forth, if known, the PIN numbers for GTL calling cards that they purchased, the correctional facility or facilities where they were purchased, the approximate time frame during which they were purchased and any reasonable alternative proof acceptable to the Settlement Administrator. Such a claim form shall be submitted by and signed by the Class Member

submitting the claim form. Electronically submitted claim forms shall be uploaded by and signed by the Class Member submitting the claim form.

(f) Claims for recovery in accordance with subsection 14(e) must be submitted to Angeion Group, which will validate and administer claims and benefits. Claims may be submitted beginning on the Notice Date and for a period of 120 days thereafter. Claims submitted outside that period will not be valid. GTL will pay all costs of claims administration. Claims may be submitted electronically by uploading the claim form to the Settlement Website and must be submitted by and signed by the Class Member submitting the claim form. Angeion Group will provide the Parties' counsel with periodic reports during the 120 days following the Notice Date that set forth the number of claims filed, the claims determined to be valid ("Allowed Claims"), and claims determined to be invalid based upon GTL's records. A class member may object to the denial or reduction of his or her claim. Any claims disputes may be submitted by the class member for final resolution to the Honorable Dennis M. Cavanaugh, U.S.D.J., (ret.), for expedited mediation and/or arbitration. Both GTL and Plaintiffs' Counsel shall have the right to participate in the claims resolution process. Class Members described in Paragraph 14(d(i) and (ii) are deemed to have Allowed Claims for purposes of this paragraph.

(g) In no event shall the total payments made pursuant to this Section 14 exceed \$25 million total. In the event the total amount of Allowed Claims exceeds \$25 million, there shall be a pro-rata reduction in the amount of each payment, as calculated by Angeion.

15. No Objection to Fee Request or Case Contribution Awards.

a. Class Plaintiffs may apply to the Court for attorneys' fees and reimbursement of expenses, up to a maximum of \$8,332,500.00, and for Case Contribution Awards to each Class Plaintiff in an amount up to \$15,000. GTL shall not take a position on such applications and such payments will not reduce in any way the maximum relief available to the Class. The procedure for and the grant or denial or allowance by the Court of attorneys' fees, reimbursement of costs and expenses and Case Contribution Awards are considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the applications for attorneys' fees, reimbursement of costs and expenses and Case Contribution Awards, or any appeal from any order relating thereto or the reverse or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment approving the Agreement and the Settlement.

b. Payment by GTL of any attorneys' fee and costs awarded pursuant to this Section, if and as approved by the Court, will completely satisfy any and all obligations on GTL's part or on the part of the other Released Parties to pay attorneys' fees and costs with respect to this Lawsuit. The Released Parties shall have no responsibility or liability whatsoever regarding the payment of attorneys' fees and costs other than as set forth in this Section.

c. Any attorneys' fees and expenses that are awarded by the Court shall be paid to Plaintiffs' Counsel by GTL within fourteen days (14) of final approval by the Court of the attorneys' fees and expenses award. GTL will pay the attorneys' fees and

expenses notwithstanding the existence of any timely filed objections to the attorneys' fees and expense award, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to the Plaintiffs' Counsel's personal guaranty (attached hereto as Exhibit A) that they will make appropriate refunds or repayments to GTL if the Settlement is terminated pursuant to the terms of this Agreement or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and expenses is reduced or reversed and such order reducing or reversing the award has become final in that the time for any further appeals or other review has expired and no such further appeal or application for further review has been filed. Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after: (a) giving or receiving notice that the Settlement has been terminated or cancelled; or (b) any order reducing or reversing the award of attorneys' fees and/or expenses has become final.

d. An award of attorneys' fees and/or expenses is not a necessary term of this Settlement and is not a condition of the Settlement embodied herein.

e. The payment of attorneys' fees and Case Contribution Awards shall be made in accordance with instructions to be provided by Class Counsel.

16. Release.

a. In consideration of this Agreement and the benefits extended to the Class, Class Plaintiffs, on behalf of themselves and the Class Members, and each Class Member, on behalf of himself or herself and his or her respective successors, assigns, past, present, and future parents, subsidiaries, joint ventures, partnerships, related companies, affiliates, directors, officers, shareholders, employees, agents, representatives,

servants, partners, executors, administrators, assigns, predecessors, successors, descendants, dependents, and heirs, fully release and forever discharge the Released Parties from the Released Claims, effective as of the Settlement Effective Date.

b. Class Plaintiffs, on behalf of themselves and the Class Members, fully understand that if any fact relating to any matter covered by this Agreement is later found to be other than or different from the facts now believed by Class Plaintiffs to be true, Class Plaintiffs, on behalf of themselves and the Class Members, expressly accept and assume the risk of such possible differences in fact and agree and acknowledge that this Agreement shall nevertheless remain fully binding and effective.

c. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for a temporary restraining order or preliminary or permanent injunction against, any action, suit or other proceeding, which has been or may be instituted, prosecuted, continued to be prosecuted, or attempted, asserting any of the Released Claims.

d. Class Plaintiffs and Plaintiffs' Counsel acknowledge that GTL considers it to be a material term of this Agreement that the provisions of this sub-section and Section 14, among other paragraphs, will bind all members of the Class who have not excluded themselves in a timely manner from the Class.

17. Further Release. In addition to the provisions of Section 16, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon Final Judgment, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A
GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE

CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to the provisions of Section 16, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Section 16, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

18. Modification or Termination of Agreement.

a. This Agreement shall terminate at the discretion of either GTL or Class Plaintiffs, through Plaintiffs' Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that results in a modification to a material term of the proposed Settlement, including, without limitation, the amount and terms of relief, the obligations of the Parties, the findings or conclusions of the Court, the provisions relating to notice, the definition of the class, the release, and/or the terms of the releases; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval and Final Judgment (as provided in Section 7), or any of the Court's findings of fact or conclusions of law, that results in a modification to a material term of the proposed Settlement. The terminating Party must exercise the option to withdraw

from and terminate this Agreement, as provided in this Section 18.a., by a signed writing served on the other Parties no later than twenty (20) days after receiving notice of the event prompting the termination.

b. If, but only if, this Agreement is terminated pursuant to Section 18.1. above, then:

i. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of Section 18.b. herein;

ii. The Parties will petition the Court to have any stay orders entered pursuant to this Agreement lifted;

iii. All of the Agreement's provisions, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of the Released Parties, Class Plaintiffs or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement;

iv. The Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, arguments in support of, and substantive and procedural rights as to all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;

v. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any action taken by a Party or Class Member

pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;

vi. Any settlement-related order(s) or judgment(s) entered in this Class Action after the date of execution of this Agreement related to the American Securities Released Parties shall be deemed vacated and shall be without any force or effect;

19. Consent to Jurisdiction. The Parties and any Releasing Parties hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of Section 16 or 17, including but not limited to, any suit, action, or proceeding in which the provisions of Section 16 or 17 are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action, or proceeding arising out of or relating to this Agreement shall be brought and maintained exclusively in the Court. In the event that the provisions of Section 16 or 17 are asserted by any Released Party as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Released Party shall be entitled to a stay of that suit, action, or proceeding until the Court has entered a final judgment no longer subject to any appeal or review determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Parties and any Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the *in personam*

jurisdiction of the Court. Nothing shall be construed as a submission to jurisdiction for any purpose other than enforcement or interpretation of this Agreement.

20. Class Action Fairness Act. The Claims Administrator shall submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, as applicable.

21. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties, Class Members, the Releasing Parties, and the Released Parties. Without limiting the generality of the foregoing, upon Final Approval of the Settlement, each and every covenant and agreement herein by the Class Plaintiffs shall be binding upon all Class Members and Releasing Parties who have not validly excluded themselves from the Class; and upon Final Approval, each and every covenant and agreement herein shall be binding upon all Class Members.

22. Sole Remedy. This Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Released Party, and upon entry of Final Judgment, the Releasing Parties shall be forever enjoined and barred from initiating, asserting, maintaining, or prosecuting any and all Released Claims against any Released Party.

23. Authorization to Enter this Agreement.

a. The undersigned representatives of GTL covenant and represent that each such representative is fully authorized to enter into and to execute this Agreement on behalf of the Released Parties.

b. Plaintiffs' Counsel represents that they are fully authorized to conduct settlement negotiations with counsel for GTL on behalf of the Class Plaintiffs and the

Class and are fully authorized to enter into and execute the Agreement on behalf of the Class.

c. The Parties further acknowledge that this Agreement represents the entire agreement by and between them and that each makes no other representation or warranty upon which the other can rely other than as stated herein.

24. Notices. All notices under this Agreement shall be in writing. Each such notice shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b) or (c) shall be addressed, if directed to Class Plaintiffs, Class, or any Class Member, to:

James E. Cecchi
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.
5 Becker Farm Road
Roseland, NJ 07068

and

James A. Plaisted
Pashman Stein Walder Hayden, P.C.
Court Plaza South
21 Main Street, Suite 200
Hackensack, NJ 07601

if directed to GTL, to:

Aaron Van Nostrand
Greenberg Traurig, LLP
500 Campus Drive, Suite 400
Florham Park, NJ 07932-0677

and

Michael R. Sklaire
Greenberg Traurig LLP
1750 Tysons Boulevard, Suite 1000
McLean, VA 22102

or such other address as the Parties may designate, from time to time, by giving notice to all parties hereto in the manner described in this Section.

25. No Admission. Whether or not Final Judgment is entered or this Agreement is terminated, the Parties expressly agree that this Agreement and its contents, and any and all statements, negotiations, documents, and discussions associated with it, are not and shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by the Released Parties. Nothing in this Agreement shall affect the application of Federal Rule of Evidence 408 in any instance where it would otherwise apply.

26. No Third-Party Beneficiaries. No provision of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Party, Class Plaintiff, Class Member, or Plaintiffs' Counsel.

27. No Party is the Drafter. None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

28. Choice of Law. All terms of this Agreement and the other documents contemplated herein shall be governed by and interpreted according to the substantive laws of the State of New Jersey, without regard to its choice of law or conflict of laws principles.

29. Amendment and Waiver. This Agreement shall not be modified in any respect except by a writing executed by the Parties, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any particular breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement. This

Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Agreement. Any breach of this Agreement may result in irreparable damage to a Party for which such Party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Parties acknowledge and agree that the Parties may immediately seek enforcement of this Agreement by means of specific performance or injunction, without the requirement of posting a bond or other security.

30. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile or Electronic Mail signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement and filed with the Court.

31. Integrated Agreement. This Agreement comprises the entire agreement between the Parties and the terms of this Agreement are contractual and are not a mere recital. The Parties agree that this Agreement may be modified only by a written instrument signed by the Parties and that no Party will assert any claim against another based on any alleged agreement affecting or relating to the terms of this Agreement not in writing and signed by the Parties.

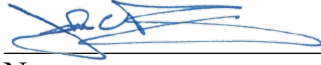
32. Voluntary Settlement. The Parties agree that this Agreement and the Settlement were negotiated in good faith by the Parties, and reflect a Settlement that was reached voluntarily after consultation with competent counsel and the participation of a neutral mediator.

33. Time For Compliance. If the date for performance of any act required by or under this Agreement to be performed on a particular day or within a specified period of time falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day which is not a Saturday, Sunday or legal or Court holiday, with the same effect as if the act

had been performed on the day or within the period of time specified by or under this Agreement.

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IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Agreement on the date first above written.



Date: May 28, 2020

Name: John C. Pitsenberger

Title: Chief Financial Officer

*On behalf of Defendants Global Tel*Link Corporation and DSI-ITI Inc.*

Date: May __, 2020

James E. Cecchi
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.
5 Becker Farm Road
Roseland, New Jersey 07068

Date: May __, 2020

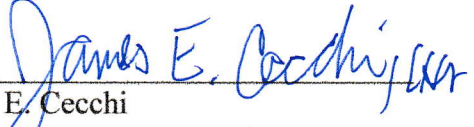
James A. Plaisted
Pashman Stein Walder Hayden
Court Plaza South
21 Main Street, Suite 200
Hackensack, New Jersey 07601

Plaintiffs' Counsel

IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Agreement on the date first above written.

Name: Date: May __, 2020
Title:

*On behalf of Defendants Global Tel*Link Corporation and DSI-ITI Inc.*



James E. Cecchi Date: May __, 2020
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.
5 Becker Farm Road
Roseland, New Jersey 07068

Date: May __, 2020
James A. Plaisted
Pashman Stein Walder Hayden
Court Plaza South
21 Main Street, Suite 200
Hackensack, New Jersey 07601

Plaintiffs' Counsel

IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Agreement on the date first above written.

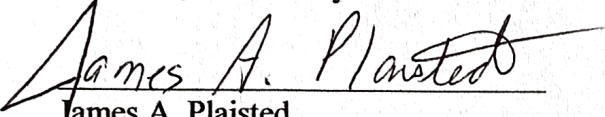
Name:
Title:

Date: May __, 2020

*On behalf of Defendants Global Tel*Link Corporation and DSI-ITI LLC*

James E. Cecchi
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.
5 Becker Farm Road
Roseland, New Jersey 07068

Date: May __, 2020


James A. Plaisted
Pashman Stein Walder Hayden
Court Plaza South
21 Main Street, Suite 200
Hackensack, New Jersey 07601

Date: May 28, 2020

Plaintiffs' Counsel

Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BOBBIE JAMES, *et al.* on behalf of
themselves and all others similarly situated,

Plaintiffs

v.

GLOBAL TEL*LINK CORPORATION,
INMATE TELEPHONE SERVICE, and DSI-
ITI LLC,

Defendants.

Civil Action No. 13-4989 (WJM)(MF)

ATTORNEY GUARANTY

I, the undersigned, acknowledge and agree as follows:

I have read the Settlement Agreement entered into between Plaintiffs Bobbie James, Betty King, Mark Skladany and Barbary Skladany (collectively “Class Plaintiffs”) and Defendant Defendants Global Tel*Link Corporation and DSI-ITI LLC (together “GTL” or “Defendants”) in the above matter and understand its terms. I acknowledge that any amount received by me as attorneys’ fees and/or costs pursuant to the Settlement Agreement, plus interest accruing at a rate equal to the prime rate reported in the Wall Street Journal on the date the Settlement Agreement is fully executed, are subject to repayment to GTL in the event that the Settlement Agreement is terminated pursuant to its terms.

Within thirty (30) days of receiving written notice of termination of the Settlement Agreement from any counsel for the parties, I will reimburse to GTL any and all sums received by me as attorneys’ fees and costs pursuant to the Settlement Agreement, plus interest accruing at a rate equal to the prime rate reported in the Wall Street Journal on the date the Settlement Agreement was fully executed. By receiving any such sums, I submit to the jurisdiction of the United States District Court for the District of New Jersey for the enforcement of any and all disputes relating to or arising out of the reimbursement obligation set forth herein and in the Settlement Agreement.

Date:

By: _____