

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)

**NOTICE OF SETTLEMENT
OF CLASS ACTION**

To: 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.

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

- J This Notice is being sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of New Jersey (“Court”). The purpose of this Notice is to advise you of the pendency of the class action lawsuit called *James, et al. v. Global Tel*Link Corporation, et al.* (“Action”) and the proposed partial settlement (the “Settlement”) reached in the Action between Plaintiffs and Defendants (“GTL”).¹ The Court preliminarily approved the Settlement on July 15th, 2020.
- J Pursuant to the Settlement, GTL has agreed to pay up to a total of \$25 million in cash and credits (the “Settlement Relief”), subject to the claim process summarized below. GTL denies all of Plaintiffs’ claims and denies all wrongdoing, but has agreed to settle in order to avoid the cost and risk of a trial.
- J GTL provided Inmate Calling Services (“ICS”) for New Jersey State prisons and for correctional facilities in Atlantic, Bergen, Burlington, Camden, Cape May, Cumberland, Essex, Gloucester, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Salem, Somerset, Sussex, Union, and Warren Counties. Inmates utilized ICS provided by GTL to place outgoing calls to friends and family. Plaintiffs alleged in the Action, among other things, that GTL’s calling rates for ICS were unconscionably high in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 58:8-2, *et seq.* Plaintiffs also alleged that GTL’s deposit fees were likewise unconscionably high in violation of the New Jersey Consumer Fraud Act.
- J The Court still has to decide whether to finally approve the Settlement. Approval of the Settlement by the Court will resolve the lawsuit against GTL.
- J **Your legal rights will be affected whether or not you act.** This Notice includes important information about the lawsuit and the Settlement.

¹ The full terms of the Settlement are set forth in the Settlement Agreement between Plaintiffs and GTL, a copy of which can be viewed on the Settlement website, www.GTLPrisonCallsClassAction.com. All capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Settlement Agreement. In the event of any conflicts between the terms of this Notice and the Settlement Agreement, the Settlement Agreement shall control.

A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
CLASS MEMBERS WHO ARE CURRENT GTL CUSTOMERS: DO NOTHING	Class Members who are current GTL customers, whether AdvancePay customers or inmates who are currently using GTL's services using their prison debit accounts will receive a credit to your account based upon the amount that you spent for calling time during the Class Period and the time period during which the calls were made.
CLASS MEMBERS WHO ARE PAST GTL CUSTOMERS: SUBMIT A CLAIM FORM POSTMARKED OR SUBMITTED ONLINE NO LATER THAN DECEMBER 7, 2020	If you wish to make a claim for part of the Settlement Relief, you will need to submit a Claim Form in order to be eligible to receive a payment from the Settlement Relief. The portion, if any, of the Settlement Relief to be allocated to you will be paid by check and calculated based upon the amount that you spent for calling time during the Class Period and the time period during which the calls were made.
ASK TO BE EXCLUDED BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 21, 2020	If you ask to be excluded from the Class and the Court approves the Settlement, you will not receive any money from the Settlement. This is the only option that allows you to be part of any other lawsuit against GTL relating to its provision of ICS. (<i>See</i> Question 13).
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 21, 2020	If you do not like the Settlement, or any part of it, you may write to the Court and explain why you do not like the Settlement. You can only object to the Settlement if you are a Class Member and you do not exclude yourself. (<i>See</i> Question 17).
GO TO THE COURT'S FINAL FAIRNESS HEARING ON OCTOBER 15, 2020	If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection. (<i>See</i> Questions 19-21).
CLASS MEMBERS WHO ARE PAST GTL CUSTOMERS: DO NOTHING	You do not have to take any action to remain part of the Class. (<i>See</i> Question 22). However, by doing nothing, you give up any rights to sue GTL about the claims in this case and you will not receive a payment from the Settlement.

**Your rights and options are explained in more detail in this Notice.
Please read this Notice carefully and completely.**

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SUMMARY OF THE SETTLEMENT

Pursuant to the Settlement, GTL has agreed to pay up to \$25 million in cash and credits to Class Members, subject to the claim process summarized below. Administration expenses, Court-approved attorneys' fees, expenses, and Case Contribution Awards will be paid by GTL in addition to the Settlement Relief and will not affect the amount set aside for Settlement Relief.

As with any litigated case, Plaintiffs would face an uncertain outcome against GTL if this lawsuit were to continue. Throughout this case, Plaintiffs, on the one hand, and GTL on the other hand, have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if Plaintiffs were to prevail at trial. Moreover, continued litigation could result in a judgment or

verdict against GTL in an amount less than the recovery obtained by the Settlement, or no recovery at all, and if there were a recovery, GTL would likely appeal, thus further delaying any potential relief for the Class. GTL denies and continues to deny the claims and contentions alleged by Plaintiffs, that it is liable at all to the Class, or that the Class suffered any damages for which GTL could be legally responsible. Nevertheless, GTL has taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, and has concluded that it is willing to have the lawsuit be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

You received this Notice because you appear in GTL's records as having used GTL's services to place or receive telephone calls from an inmate incarcerated in a New Jersey state prison or jail between 2006 and 2016.

The Court has directed that this Notice be sent to you because, as a potential member of the Class, you have the right to know about the Settlement reached in this Action between Plaintiffs, on behalf of the Class, and GTL and about all of your options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Court in charge of this Action is the United States District Court for the District of New Jersey. The case is called *James v. Global Tel*Link*, Civil Action No. 13-4989 (WJM)(MF). United States District Court Judge William J. Martini is overseeing this Action. The persons who brought this case are the plaintiffs, and the companies they sued are called defendants.

2. WHAT IS THIS LAWSUIT ABOUT?

GTL provided Inmate Calling Services ("ICS") for New Jersey State prisons and for correctional facilities in Atlantic, Bergen, Burlington, Camden, Cape May, Cumberland, Essex, Gloucester, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Salem, Somerset, Sussex, Union, and Warren Counties. Inmates utilized ICS provided by GTL to place outgoing calls to friends and family. Plaintiffs alleged in the Action, among other things, that GTL's calling rates for ICS were unconscionably high in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 58:8-2, *et seq.* Plaintiffs also alleged that GTL's deposit fees were likewise unconscionably high in violation of the New Jersey Consumer Fraud Act. The Court has not made any decision as to the merits of Class Plaintiffs' allegations.

3. WHO ARE THE DEFENDANTS?

The defendants are Global Tel*Link Corporation and DSI-ITI LLC (together "GTL").

4. WHY IS THIS A CLASS ACTION?

In a class action, one or more individuals or entities, called "class representatives," sue on behalf of others who have similar claims. The class representatives in this case are Bobbie James, Betty King, Barbara Skladany, and Mark Skladany (collectively referred to herein as "Plaintiffs"). The Plaintiffs and the individuals or entities with similar claims are individually "class members," together comprising a class. One court resolves the issues for all class members, except for those who exclude themselves from the class.

5. WHY IS THERE A SETTLEMENT OF THIS ACTION WITH GTL?

GTL has denied all liability and wrongdoing in this case and has asserted various defenses to the Plaintiffs' claims. The Court did not decide in favor of the Plaintiffs or GTL. Instead, both sides agreed to the Settlement. That way, they avoid the cost and risk of a trial, and the Class Members affected can get compensation.

This Settlement is the product of extensive negotiations between lawyers for the Plaintiffs and GTL. The Plaintiffs and Plaintiffs' Counsel think the Settlement is fair and in the best interests of all Class Members.

WHO IS AFFECTED BY THE SETTLEMENT

To see if you are affected by the Settlement, you first have to determine if you are a Settlement Class Member.

6. WHO IS INCLUDED IN THE CLASS?

The Class consists of:

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 (the "Opt-Outs"), 2) any Class Members who previously excluded themselves from the Class (1) and 2) 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.

If you fall within this definition, and you did not previously exclude yourself from the Class, you are a Class Member.

7. WHAT IF I AM STILL NOT SURE WHETHER I AM INCLUDED?

If you are still not sure if you are a Class Member, you can get more information by visiting www.GTLPrisonCallsClassAction.com, or you can get free help by calling or writing Plaintiffs' Counsel, at the phone number and address listed in Question 23 below. You may also contact the Settlement Administrator, by calling 1-855-790-7507, by emailing AddressUpdate@GTLPrisonCallsClassAction.com, or writing to *James v. GTL* Administrator, PO Box 30128, Philadelphia, PA 19103.

THE BENEFITS OF THE SETTLEMENT

8. WHAT DOES THE SETTLEMENT PROVIDE?

GTL has agreed to pay up to \$25 million in cash and credits. In addition, it will pay (i) the costs of settlement administration and notice as approved by the Court; (ii) attorneys' fees and expenses, as approved by the Court; and (iii) Case Contribution Awards to Plaintiffs for litigating the Action on behalf of the Class as approved by the Court.

9. HOW DO I RECEIVE A PAYMENT?

If you are a Class Member and do not exclude yourself, you may be eligible to receive a payment from the Settlement. If you are a Class Member and are currently using GTL's services for accepting calls from New Jersey inmates or making calls to friends and family from New Jersey correctional facilities, you will receive a credit into your account without having to fill out a claim form. If you are a Class Member and are not currently using GTL's services for accepting calls from New Jersey inmates or making calls to friends and family from New Jersey correctional facilities, you must fill out the Claim Form and include all the information the form asks for. Be sure to sign it, and mail it by first-class mail, or submit it online at www.GTLPrisonCallsClassAction.com, **postmarked (if mailed) or received (if submitted online) no later than December 7, 2020** to:

James v. GTL Administrator
ATTN: Claim Form
PO Box 30128
Philadelphia, PA 19103

You may be asked to verify the accuracy of the information provided in your Claim Form. Your claim must be valid to receive money. If the Court approves the Settlement (*see* "The Court's Fairness Hearing," Questions 19-21 below), payments of the Settlement Relief will be distributed at a later date to members of the Class who submit valid Claim Forms.

There are specialized companies that may offer to fill out and file your Claim Form in return for a percentage of the value of your claim. Before you sign a contract with one of these companies, you should examine the claim-filing process provided here and decide whether using a specialized company is worth the cost. You can always seek help free of charge from the Settlement Administrator or Plaintiffs' Counsel.

10. HOW MUCH WILL MY PAYMENT BE?

Class Members who file valid claims will 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.

For purposes of this calculation, class members who are current GTL customers are deemed to have valid claims. Plaintiffs Counsel's proposed plan for distributing the Settlement Relief has been will be presented to the Court with their papers in support of preliminary approval of the Settlement. Details about the proposed Plan of Distribution are available at www.GTLPrisonCallsClassAction.com. **Important!** Class Members who exclude themselves in accordance with Question 13 below will not be able to share in the distribution from the Net Settlement Fund.

11. WHEN WILL I RECEIVE A PAYMENT?

There is no date certain for making payments from the Settlement Relief. The Settlement Relief will be distributed to eligible Class Members after the Court grants final approval to the Settlement and all claims have been fully processed by the Settlement Administrator.

Please Note: The Settlement may be terminated on several grounds, including if the Court does not approve or materially modifies the Settlement. Should the Settlement be terminated, this Action will proceed against GTL as if the Settlement had not been reached. If the Settlement is terminated, there will be no payments made to Class Members.

12. WHAT AM I GIVING UP TO RECEIVE A PAYMENT?

Unless you exclude yourself, you will remain in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against GTL related to the provision of ICS. It also means that all of the Court's orders will apply to you and legally bind you. As set forth in sections 16-17 of the Settlement Agreement:

-) Release. 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.

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.

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.

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.

-) 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.

As defined in the Settlement Agreement:

- J) “Released Claims” are any and all claims that were brought or could have been brought in the Action relating to the provision by Defendants of telecommunications 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 such services.
- J) “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.

EXCLUDING YOURSELF FROM THE CLASS

If you want to keep the right to sue or continue to sue GTL on your own about the legal issues being resolved by the Settlement, then you must take steps to get out of the Class. This is called excluding yourself - or sometimes referred to as “opting out.” If you opt out of the Class, you will not receive any payment from the Settlement Relief.

13. HOW DO I GET OUT OF THE CLASS?

To exclude yourself, you must send a letter or email saying that you want to be excluded from the Class. If you previously excluded yourself from the Class, it is not necessary to exclude yourself a second time. The letter must include the following information: (i) a statement indicating that you want to be excluded from the Class in *James v. Global Tel*Link*, Civil Action No. 13-4989 (WJM)(MF); (ii) your name, address, present telephone number, and your signature; and (iii) all telephone numbers you used to receive telephone calls from New Jersey inmates in the case of AdvancePay customers, or the PIN number(s) associated with your debit account(s) or GTL calling card(s) if you are a former inmate. Exclusions by email should be sent to OptOuts@GTLPrisonCallsClassAction.com or by letter and sent to:

James v. GTL Administrator
ATTN: Class Action Opt Out
PO Box 30128
Philadelphia, PA 19103

Exclusions by email must be sent by **September 21, 2020** and exclusions sent by letter must be postmarked by **September 21, 2020**.

If you ask to be excluded from the Class you will not get any payment from the Settlement Relief pursuant to the Settlement and you cannot object to the Settlement. If you want to receive a payment from the Settlement, do not exclude yourself.

Important - Please Note: Unless you exclude yourself, if the Court approves the Settlement, you give up any right to sue GTL for the claims that the Settlement resolves. If you have a pending lawsuit against GTL related to the provision of ICS, speak to your lawyer in that case immediately. You must exclude yourself from the Class in order to continue your own lawsuit against GTL.

Warning! If your request for exclusion is sent after the deadline, your request for exclusion will be considered invalid and you will not be excluded from the Class. You cannot exclude yourself by telephone.

14. IF I EXCLUDE MYSELF, CAN I RECEIVE MONEY FROM THE SETTLEMENT?

No. If you decide to exclude yourself from the Class, you will not be able to receive money from the Settlement.

THE LAWYERS REPRESENTING YOU

15. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court appointed James E. Cecchi, Esq. of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. and James A. Plaisted of Pashman Stein Walder Hayden as Class Counsel to represent the Class.

If you want to be represented by your own lawyer and have that lawyer appear in court for you concerning the Settlement, you may hire one at your own expense. If you hire your own lawyer, you must tell the Court and send a copy of your notice to Plaintiffs' Counsel at the address set forth in Question 17 below.

16. HOW WILL THE LAWYERS BE PAID?

You are not personally responsible for payment of attorneys' fees or expenses. Plaintiffs' Counsel will seek an award of attorneys' fees up to \$8,332,500.00 to compensate all of the lawyers and their law firms that have worked on this Action since its inception and for reimbursement of the costs and expenses advanced on behalf of the Class. If the Court approves Plaintiffs' Counsel's requests, these amounts will be in addition to the Settlement Relief and will not affect the amount set aside for Settlement Relief.

Plaintiffs' Counsel will also seek Case Contribution Awards of no more than \$15,000 for each of the Plaintiffs who served as proposed class representatives while the case was pending. If awarded, these amounts will also be in addition to the Settlement Relief and will not affect the amount set aside for Settlement Relief.

Important! Plaintiffs' Counsel's request for attorneys' fees, expenses and Case Contribution Awards will be on file with the Court, and available for review at www.GTLPrisonCallsClassAction.com as of September 18, 2020.

OBJECTING TO THE SETTLEMENT, THE PLAN OF DISTRIBUTION AND/OR THE REQUEST FOR ATTORNEYS' FEES, EXPENSES AND CASE CONTRIBUTION AWARDS

17. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT, PLAN OF DISTRIBUTION AND/OR THE REQUEST FOR ATTORNEYS' FEES, EXPENSES AND CASE CONTRIBUTION AWARDS?

If you are a Class Member (and have not excluded yourself), you may tell the Court that you object to (or disagree with) all or part of the Settlement, Plan of Distribution, and/or Plaintiffs' Counsel's request for an award of attorneys' fees, reimbursement of expenses, and/or Case Contribution Awards to Plaintiffs. You must give reasons for your objection(s). The Court will consider your objections when it decides whether or not to finally approve the Settlement.

Your written objection must include the following: (i) a statement indicating that you object to the Settlement, the Plan of Distribution and/or the request for attorneys' fees, expenses, or Case Contribution Awards, in in *James v. Global Tel*Link*, Civil Action No. 13-4989 (WJM)(MF); (ii) your name, address, present telephone number, and your signature; (iii) the reasons for the objection(s) and all documents and writings that the objector wants the Court to consider; and (iv) all telephone numbers you used to receive telephone calls from New Jersey inmates in the case of AdvancePay customers, or the PIN number(s) associated with your debit account(s) or GTL calling card(s) if you are a former inmate. If you intend to appear at the final fairness hearing, you must also include a notice of intention to appear (*see* Question 21).

To object, you must file your written objection(s) with the Court at the following address **by September 21, 2020**:

Clerk of Court
Martin Luther King, Jr. Building & U.S. Courthouse
50 Walnut Street
Newark, NJ 07101

You must also send a copy of your written objection(s) to Plaintiffs' Counsel and Counsel for GTL at the following addresses **by September 21, 2020**:

Plaintiffs' Lead Counsel	Counsel for GTL
James A. Plaisted Pashman Stein Walder Hayden Court Plaza South 21 Main Street, Suite 200 Hackensack, NJ 07601	Aaron Van Nostrand Greenberg Traurig, LLP 500 Campus Drive, Suite 400 Florham Park, NJ 07932-0677
James E. Cecchi, Esq. Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. 5 Becker Farm Road Roseland, NJ 07068	Michael R. Sklaire Greenberg Traurig LLP 1750 Tysons Boulevard, Suite 1000 McLean, VA 22102
	Derek T. Ho Kellogg, Hansen, Todd, Figel & Frederick, PLLC 1615 M Street, NW, Suite 400 Washington, DC 20036

18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you are a Class Member and stay in the Class. Excluding yourself, or “opting out,” means that you are removing yourself from the Class and will have no right to proceeds from the Settlement. If you exclude yourself, you also have no right to object to the Settlement, because the Settlement no longer affects you.

THE COURT’S FAIRNESS HEARING

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at **1:00 p.m. on October 15, 2020**, at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Plan of Distribution and the request for attorneys’ fees, expenses, and Case Contribution Awards. The Court will listen to Class Members who have asked to speak at the hearing. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement, the Plan of Distribution, and the request for attorneys’ fees, expenses, and Case Contribution Awards. We do not know how long a decision will take to be made.

Important! The time and date of the Fairness Hearing may change without additional mailed or publication notice. For updated information on the Fairness Hearing, visit www.GTLPrisonCallsClassAction.com.

20. DO I HAVE TO COME TO THE HEARING?

No. Plaintiffs’ Counsel will be prepared to answer any questions the Court may have at the Fairness Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to court to explain. As long as you mailed your written objection on time as set out in this Notice, the Court will consider it. You may also pay another lawyer to attend the hearing, but it is not required.

21. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. If you wish to do so, you must file a Notice of Intention to Appear with the Court at the following address **by September 21, 2020**:

Clerk of Court
Martin Luther King, Jr. Building & U.S. Courthouse
50 Walnut Street
Newark, NJ 07101

You must also mail copies of the Notice of Intention to Appear to the attorneys listed in Question 17 above, no later than **September 21, 2020**.

Your Notice of Intention to Appear must include (i) the case caption, *James v. Global Tel*Link*, Civil Action No. 13-4989 (WJM)(MF); (ii) your name, address, present telephone number, and your signature; and (iii) personal information for other people (including lawyers) who want to speak at the hearing.

IF YOU DO NOTHING

22. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will remain in the Class, and you will be bound by the terms of the Settlement and will forego any right to sue, or be part of any other lawsuit against GTL over the Released Claims.

If you remain in the Class, to qualify for a payment from the Settlement, Class Members who are not currently using GTL's services to accept or place calls from New Jersey prisons or jail must submit a Claim Form, a copy of which is enclosed with this Notice. See Question 9 above.

GETTING MORE INFORMATION

23. WHERE CAN I GET MORE INFORMATION?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can review the Settlement Agreement and other documents related to the Action by visiting www.GTLPrisonCallsClassAction.com. In addition, Plaintiffs' Counsel's motions for final approval of the Settlement, Plan of Distribution and request for attorneys' fees, expenses, and Case Contribution Awards are currently due to be filed with the Court by September 18, 2020 and will be available for review on the website.

If you have questions or want more information, you may contact the Settlement Administrator at *James v. GTL* Administrator, PO Box 30128, Philadelphia, PA 19103, at 1-855-790-7507. You can also contact Plaintiffs' Counsel, James A. Plaisted, Pashman Stein Walder Hayden, Court Plaza South, 21 Main Street, Suite 200, Hackensack, NJ 07601; 201-488-8200 or James E. Cecchi, Esq., Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, NJ 07068; 973-994-1700.

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**

DATED: JULY 15, 2020

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY