

**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)

**ORDER GRANTING PRELIMINARY
APPROVAL OF PROPOSED
SETTLEMENT, AUTHORIZING
DISSEMINATION OF NOTICE OF
THE SETTLEMENT, AND
SCHEDULING A HEARING FOR
FINAL APPROVAL OF THE
PROPOSED SETTLEMENT**

WHEREAS, this matter having come before the Court by way of Plaintiffs' motion for preliminary approval of proposed settlement with Defendants; and

WHEREAS on August 6, 2018, the Court certified a Class consisting 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; and

WHEREAS, on May 28, 2020, Plaintiffs, individually and on behalf of the Class, and Defendants entered into a Settlement Agreement (the "Settlement Agreement"), which, if finally approved by the Court, will result in the settlement of all claims asserted against Defendants in the above-captioned action ("Action"); and

WHEREAS, in full and final settlement of the claims asserted against Defendants, GTL has agreed to pay up to \$25 million in cash and credits to the Class; and

WHEREAS, Plaintiffs have moved pursuant to Fed.R.Civ.P. 23(e) for an order preliminarily approving the Settlement Agreement, which sets forth the terms and conditions of the Settlement with Defendants; and

WHEREAS, Plaintiffs have further moved for this Court's (i) approval of the manner and form of notice of the Settlement to the Class; (ii) appointment of Angeion Group, LLC as Settlement Administrator; (iii) approval of a proposed briefing schedule for (1) final approval of the Settlement and proposed plan for distribution of the Settlement to eligible Class Members and (2) Class Counsel's application for attorneys' fees, reimbursement of expenses and Case Contribution Awards to Class Plaintiffs; and (iv) scheduling of a date and time for the Fairness Hearing; and

WHEREAS, the parties have agreed to the entry of this Order (the "Order"); and

WHEREAS, all terms with initial capitalization used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein; and

WHEREAS, the Court has considered the Settlement Agreement and the other documents submitted by the Parties in connection with Plaintiffs' Motion, and good cause appearing therefor:

IT IS THIS 15th day of July, 2020,

ORDERED as follows:

I. Preliminary Approval of the Settlement

1. Upon review of the record, the Court finds that the Settlement Agreement resulted from arm's-length negotiations between highly experienced counsel and falls within the range of possible approval. Therefore, the Settlement Agreement is hereby **PRELIMINARILY APPROVED**, subject to further consideration thereof at the Fairness Hearing described below. The Court preliminarily finds that the Settlement set forth in the Settlement Agreement raises no obvious reasons to doubt its fairness and raises a reasonable basis for presuming that it satisfies the requirements under Fed.R.Civ.P. 23 and due process so that notice of the Settlement should be given as provided in this Order.

2. At or after the Fairness Hearing the Court shall determine, among other matters, whether the Settlement warrants final approval.

II. Notice to the Class

3. The Court approves the appointment of Angeion Group, LLC as Settlement Administrator for the Settlement.

4. The Court finds that the proposed form of Notice to Class Members of the proposed Settlement (“Notice”), the proposed summary form of notice (“Summary Notice”), and the proposed methods of dissemination thereof, as set forth herein, satisfy the requirements under Fed.R.Civ.P. 23 and due process, and therefore are approved.

5. The Settlement Administrator shall cause the Notice, substantially in the form attached hereto as Exhibit 1, to be disseminated no later than August 7, 2020 (the “Notice Date”) via email to all Class Members for whom the Settlement Administrator has valid email addresses and via first class mail, postage prepaid, to each Class Member for whom the Settlement Administrator has a valid mailing address but no valid email address. A Claim Form, substantially in the form attached hereto as Exhibit 2, will be included with the Notice.

6. The Settlement Administrator shall cause the Summary Notice, substantially in the form attached hereto as Exhibit 3, to be published in the *Star Ledger*, the *South Jersey Times* and the *Prison Legal News* as soon as practicable after the Notice Date.

7. On or before the Notice Date, the Settlement Administrator shall post the Notice, Claim Form and Summary Notice on the website created for the Settlement, www.gtlprisoncallsclassaction.com, and establish a settlement-specific, toll-free telephone number.

8. On or before the Notice Date, the Settlement Administrator shall establish a post office box where Class Members can send completed Claim Forms, requests for exclusion, and other correspondence relating to the Settlement.

III. Schedule and Procedure for Requesting Exclusion and Submitting Objections

9. The deadline for Class Members to request exclusion from the Class shall be September 21, 2020.

10. As set forth in the Notice, in order to request exclusion, a Class Member must either mail a written letter to the following address: Class Action Opt Out, *James v. GTL* Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103; or email optouts@gtlprisoncallsclassaction.com.

11. The written letter or email must include the following information: (i) a statement indicating the Class Member's desire to be excluded from the Settlement Class in *James v. GTL*, Civil Action No.13-4989(WJM)(MF); (ii) the Class Member's name, address, and signature; (iii) all telephone numbers used by the Class Member for using GTL's services, if the Class Member was an AdvancePay account holder or received collect calls from an inmate, or the Class Member's PIN number(s) (if known), and the approximate time(s) and place(s) of incarceration if the Class Member was an inmate and paid for calling time on GTL through a debit account and/or calling cards.

12. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above or the request for exclusion is otherwise accepted by the Court. Persons or entities that request exclusion from the Class shall not be entitled to share in the benefits of the Settlement, nor be bound by any judgment whether favorable or adverse.

13. The Settlement Administrator shall keep track of any and all requests for exclusion.

14. On or before one week prior to the Fairness Hearing, Plaintiffs' Counsel shall file a notice with the Court: (i) identifying those persons requesting exclusion from the Class, if any; and (ii) informing the Court about the status and execution of the notice program as ordered herein.

15. As set forth in the Notice, Class Members who wish to object or otherwise be heard with respect to the Settlement and to appear in person at the Fairness Hearing for the Settlement must first send a Notice of Intention to Appear. The Notice of Intention to Appear must include: (i) the case caption, *James v. GTL*, Civil Action No.13-4989(WJM)(MF); (ii) the objector's name, address, and telephone number, and (iii) personal information for other people (including lawyers) who want to speak at the hearing. Written objections must include the following information: (i) a statement indicating that the Class Member objects to the Settlement(s), the plan of distribution and/or the request for attorneys' fees, expenses, or Case Contribution Awards, in *James v. GTL*, Civil Action No.13-4989(WJM)(MF); (ii) the objector's name, address, telephone number, and 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) (if known) associated with your debit account(s) or GTL calling card(s) if you are a former inmate. Written objections must be filed with the Court and mailed to the following on or before Sept. 21, 2020:

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16. Any Class Member who does not make its objection in the manner provided above shall be deemed to have waived their right to object to any aspect of the Settlement, the Plan of Distribution, and Plaintiffs' Counsel's requests for attorneys' fees, reimbursement of expenses and Case Contribution Awards to Class Plaintiffs and shall be forever barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the Settlement, the Plan of Distribution or the requested attorneys' fees and expenses, or from otherwise being heard concerning the Settlement, the Plan of Distribution or the requested attorneys' fees and expenses in this or any other proceeding. A person can only object to the Settlement if that person is a Class Member and does not timely request exclusion from the settlement.

IV. Schedule and Manner for Submitting Claim Forms

17. Class Members who are required to submit a Claim Form and wish to participate in the Settlement and be eligible to receive a payment from the Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked (if mailed) and received (if submitted online) no later than December 7, 2020. Notwithstanding the foregoing, Plaintiffs' Counsel may,

at its discretion, accept for processing late Claim Forms provided such acceptance does not delay the distribution of the Settlement Fund. By submitting a Claim Form, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, their or its claim and the subject matter of the Settlement.

18. Each Claim Form submitted must satisfy the following conditions: (a) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) if the person or entity executing the Claim Form is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Class Member must be included in the Claim Form to the satisfaction of Plaintiffs' Counsel or the Settlement Administrator; and (c) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

19. Any Class Member who is required to submit a Claim Form and does not timely do so, or whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived their right to share in the Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and the Settlement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the judgment and the releases provided for therein, whether favorable or unfavorable to the Class; and (d) will be barred from commencing, maintaining or prosecuting any of the Released Claims against the Released Parties as more fully described in the Settlement Agreement and Notice. Notwithstanding the foregoing, late Claim Forms may be accepted for processing as set forth in ¶ 17 above.

V. The Court's Final Approval Schedule and Fairness Hearing Date

20. All briefs and materials in support of Plaintiffs' Counsel's fees and expenses application, and any application for Case Contribution Awards to Class Plaintiffs, shall be filed with the Court no later than September 18, 2020. The applications described in this paragraph shall promptly be posted on the website created for the Settlement, www.gtlprisoncallsclassaction.com, and shall be considered as separate and apart from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. All briefs and materials in support of final approval of the Settlement also shall be filed with the Court no later than September 18, 2020.

21. All reply submissions, including any responses to any objections made by Class Members, shall be filed with the Court no later than October 8, 2020.

22. A hearing on final approval of the Settlement ("Fairness Hearing") shall be held before this Court on October 15, 2020, at 1:00 p.m. in the Courtroom assigned to William J. Martini, at the United States District Court for the District of New Jersey, Martin Luther King Federal Building, 50 Walnut Street, Newark, NJ 07102. At the Fairness Hearing, the Court will, among other things, consider:

- a. the fairness, reasonableness and adequacy of the Settlement with Defendants and whether the Settlement should be finally approved and consummated according to their terms;
- b. whether the Court should approve the proposed Plan for Distribution of the Settlement Fund to eligible Class Members;

- c. whether Notice of the Settlement constitutes due, adequate and sufficient Notice of the Settlement meeting the requirements of due process and the Federal Rules of Civil Procedure;
- d. whether the Action shall be dismissed with prejudice as to the Defendants;
- e. whether the release of any and all Released Claims with respect to the Released Parties shall be deemed effective as of Final Judgment;
- f. whether the Releasing Parties are permanently enjoined and barred from instituting, commencing, or prosecuting any action or other proceeding asserting any Released Claims against any Released Party; and
- g. whether, under Fed.R.Civ.P. 54(b), there is any just reason for delay and whether an order of dismissal as to the Released Parties shall be final and appealable and entered forthwith.

23. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with appropriate notice. Plaintiffs' Counsel shall be responsible for communicating any such notice promptly to the Settlement Class by posting conspicuous notice on the website created for the Settlement, www.gtlprisoncallsclassaction.com.

24. All other proceedings in this Action against Defendants (except as permitted in the Settlement Agreement) shall be stayed pending the Fairness Hearing.

25. In the event that the Settlement does not become final, then, subject to approval of the Court, litigation of the Action against Defendants will resume in a reasonable manner to be approved by the Court upon joint application by the Parties.

26. If the Court does not grant final approval of the Settlement or the Settlement is terminated in accordance with the applicable provisions of the Settlement Agreement, the

Settlement shall be deemed null and void and shall have no further force and effect, and neither the Settlement nor the negotiations leading to it shall be used or referred to by any person or entity in this or in any other action or proceeding for any purpose.

27. Neither this Order nor the Settlement Agreement nor any Settlement-related document nor any proceeding undertaken in accordance with the terms set forth in the Settlement Agreement or in any other Settlement-related documents, shall constitute, be construed as or be deemed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by the Released Parties, or likewise, constitute, be construed as or be deemed to be an admission or evidence of or presumption against Plaintiffs or any other Class Member that any of their claims are without merit or infirm, that a class should not be certified, or that recoverable damages against Defendants would not have exceeded the Settlement Funds.

/s/ William J. Martini

WILLIAM J. MARTINI, U.S.D.J.