

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

JEREMY ALLEN, et al,

Plaintiffs,

v.

GLOBAL TEL*LINK CORPORATION, d/b/a
ViaPath TECHNOLOGIES,

Defendant.

Civil Action No. 1:24-cv-00827-LMB-IDD

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by the Parties, in the above-captioned matter, pending in the United States District Court for the Eastern District of Virginia, and is subject to Court approval pursuant to Rule 23 of the Federal Rules of Civil Procedure.

RECITALS

WHEREAS, on July 5, 2023, Plaintiffs Jeremy Allen, Charles Thomas, Zoey Hott, Matthew White, Martez Griffin, Elijah Taylor, and Ramona Orellana (collectively, the “Plaintiffs”) filed their Class Action Complaint (“Complaint”) against Global Tel*Link Corporation, d/b/a ViaPath Technologies (“Defendant” or “ViaPath”), alleging that Defendant had 1) violated the Federal Telecommunications Act, 47 U.S.C. § 207 (“Federal Communications Act”) and West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101 *et seq.* (“WVCCPA”) by collecting and attempting to collect payment fees that were in excess of the rate authorized under the 2022 Master Agreement with West Virginia Division of Corrections and

Rehabilitation (“WVDCR”) facilities, and 2) committed conversion under West Virginia common law by unlawfully taking money from Plaintiffs and putative class members.

WHEREAS Defendant denies each of the allegations of wrongful conduct and damages made in the Complaint, asserts numerous defenses to Plaintiffs’ claims, disclaims any wrongdoing or liability whatsoever, and denies that this matter satisfies the requirements to be tried as a class action under Rule 23 of the Federal Rules of Civil Procedure.

WHEREAS this Settlement Agreement was reached after the Parties exchanged information relevant to Plaintiffs’ claims, and it is the product of arms’-length settlement negotiations, including a settlement conference before this Court.

WHEREAS Plaintiffs and Defendant recognize that the outcome of this matter is uncertain, and that a final resolution through the litigation process would require protracted adversarial litigation, and appeals, substantial risk and expense, the distraction and diversion of Defendant’s personnel and resources, and Plaintiffs and Defendant have agreed to resolve this matter as a settlement class action according to the terms of this Settlement Agreement.

WHEREAS the Parties believe that this Settlement Agreement is fair, reasonable, and adequate in resolving the litigation because it (1) provides for certification of the Settlement Class, even though the Court has not yet determined whether Plaintiffs’ claims could properly be brought as a class action, and Defendant maintains that certification of any class for trial purposes would not be proper under Fed. R. Civ. P. 23; (2) provides for automatic monetary payments to the Settlement Class Members (defined below); (3) waives any claims by Defendant against Settlement Class Members for purported undercharges attributable to services provided by Defendant; (4) provides for payment of the costs of notice and administration of the Settlement, attorney’s fees and costs, and the Named Plaintiffs’ service award by Defendant separate from the

Settlement Amount; and (5) provides this relief to the Settlement Class in exchange for releases tailored to the specific claims made in this case.

NOW THEREFORE, without any admission or concession on the part of any Party of lack of merit to any claim or defense put forth in this Litigation, it is hereby stipulated and agreed by the undersigned that this matter and all claims of the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice, subject to Court approval, on the terms and conditions set forth herein.

The recitals above are true and accurate and are incorporated as part of this Settlement Agreement.

DEFINITIONS

For the purposes of this Settlement Agreement, including the Recitals above, the following terms have the following meanings:

- 1.1. "Individual Accounts" means those held by the Settlement Class Members.
- 1.2. "Overage Charges" means the excess amounts charged by ViaPath to Individual Accounts beyond what was originally agreed or due. ViaPath agrees to immediately and fully refund these charges to Active Accounts. If an account is inactive or closed, the refunded amounts will be managed by the Settlement Administrator in accordance with Paragraph 4.1.
- 1.3. "Additional Refunds" means the extra amounts ViaPath will credit to individuals who were overcharged, on a 1:1 ratio (e.g., for every \$10 overcharged, an additional \$10 will be credited), once the Court confirms the Settlement Agreement. These credits will be applied to Active Accounts unless the individual expressly opts out. If an account is inactive or closed, the refunded amounts will be distributed by the Settlement Administrator in accordance with Paragraph 4.1.

- 1.4. “Underage Charges” means any amounts that were undercharged by Defendant to Settlement Class Members.
- 1.5. “Deposits of the Refunds” means the credits deposited to Individuals Accounts.
- 1.6. “Withdrawal fees” means fees associated with withdrawing credits from Individual Accounts.
- 1.7. “Active Account” means those Individual Accounts that are neither Inactive Accounts nor closed accounts.
- 1.8. “Inactive Account” means Individual Accounts that have not been used for 180 days or longer as of the Effective Date.
- 1.9. “Unclaimed Overage Charges and Additional Refunds” means any reimbursed overage charges or additional refunds that remain unclaimed.
- 1.10. “Agreement” or “Settlement” means this Settlement Agreement.
- 1.11. “Class Counsel” means Mountain State Justice, Inc.; Kelly Guzzo, PLC; Public Justice P.C.; and Consumer Litigation Associates, P.C.
- 1.12. “Class List” or “List” mean the list of Settlement Class Members, including individuals who may ultimately opt-out, that will be generated by Defendant as described below.
- 1.13. “Class Notice” means the notice that will be provided pursuant to Paragraphs 3.2.2, attached hereto as **Exhibit A**, subject to Court approval, which the Settlement Administrator will e-mail to each Settlement Class Member on the Class List.
- 1.14. “Complaint” means the Complaint filed on May 6, 2024.
- 1.15. “Court” means the United States District for the Eastern District of Virginia where this litigation is pending.

1.16. “Defendant” or “ViaPath” means Global Tel*Link Corporation d/b/a ViaPath Technologies, and any present or former parent company or subsidiary.

1.17. “Effective Date” means the date that the Final Judgment becomes final for all purposes because either (i) the Court has entered the Final Approval Order and there were no objections; (ii) an objection was filed, the Court has entered the Final Approval Order notwithstanding any objection, no appeal has been filed in accordance with Fed. R. App. P. 4(a), and the time within which an appeal may be noticed and filed has lapsed; or (iii) if a timely appeal has been filed, the appeal is finally resolved, with no possibility of further appellate or other review, resulting in final judicial approval of this Settlement.

1.18. “Final Judgment and Order” or “Final Judgment” means the Court’s order granting final approval of this Settlement, which shall be proposed in a format substantially similar to the order attached as **Exhibit C**.

1.19. “Litigation” means the case styled as *Allen et al., v. Global Tel*Link Corporation d/b/a ViaPath Technologies*, No. 1:24-cv-00827-LMB-IDD (E.D. Va.).

1.20. “Plaintiffs” or “Class Representatives” means Jeremy Allen, Charles Thomas, Zoey Hott, Matthew White, Martez Griffin, Elijah Taylor, and Ramona Orellana.

1.21. “Settlement Fund” means the fund that the Settlement Administrator will establish to receive the Overage Charges and Additional Refunds that are not credited directly to Settlement Class Members’ accounts with Defendant. The Settlement Administrator will maintain the Settlement Fund as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Settlement Class, shall be responsible for all administrative, accounting and tax compliance activities in connection with the Settlement Fund, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas.

Reg. § 1.468B-1. Defendant shall provide to the Settlement Administrator any documentation reasonably requested to facilitate the obtaining of Qualified Settlement Fund status. The Settlement Fund will either not accrue interest or, if interest accrues, all interest must be paid into the Settlement Fund itself.

1.22. "Settlement Fund Contribution" means the funds to be deposited into the Settlement Fund by Defendant to pay the Overage Charges and Additional Refunds that are not credited directly to Settlement Class Members' accounts with Defendant.

1.23. "Opt-Out & Objections Deadline" means the date the Court establishes as the deadline by which any Settlement Class Members must mail and postmark a written notice of their intent to opt out of the Settlement, and by which objections to the preliminarily approved Settlement must be postmarked and mailed, or otherwise filed with the Court, with copies provided to Parties' counsel. The Parties shall jointly request that this date be sixty (60) days from the initial dissemination of notice.

1.24. "Opt-Out" means those Settlement Class Members that have provided their request for exclusion in accordance with section 3.2.6.

1.25. "Objections" means those Settlement Class Members that have provided their objections in accordance with section 3.2.7.

1.26. "Parties" means Plaintiffs and Defendant Global Tel*Link Corporation d/b/a ViaPath Technologies.

1.27. "Preliminary Approval" means the Court's order substantially similar to the form attached hereto as **Exhibit B**, certifying the proposed Settlement Class, for settlement purposes only, preliminarily approving the proposed Settlement as fair, reasonable and adequate, approving and

directing the distribution of notices, appointing Settlement Administrator, and appointing Class Counsel.

1.28. “Service Award” means the one-time payment of \$3,500 to each Class Representative, a recognition of their services, and for the time and resources that each has put into representing the Settlement Class, as set forth in Paragraph 4.4 and approved by the Court.

1.29. “Settlement Administrator” means American Legal Claims Services, the third-party settlement administrator who will email the Class Notice, send the notice required by the Class Action Fairness Act (28 U.S.C. § 1715) (if Defendant elects to use the Administrator for that purpose), establish the Settlement Website, maintain the Class List, receive and track opt-outs and objections, and if finally approved, transmit payments to Settlement Class Members.

1.30. “Settlement Class” means the class proposed to be certified for settlement purposes only as part of this Agreement, defined as:

All people whom, between May 15, 2022, and April 30, 2023, GTL charged more than (1) \$0.20 per minute for video visitation services; (2) \$0.15 cents per message for text, photo, and video messages; (3) \$0.04 cents per minute to access paid content; and/or (4) charged for access to free content, in connection with an inmate’s use of a GTL Inspire® Wireless Tablet platform in WVDCR facilities.

1.31. “Settlement Class Members” means all individuals in the Settlement Class.

1.32. “Settlement Website” means the internet website to be established by the Settlement Administrator, as discussed in Paragraph 3.2.3.

PRELIMINARY APPROVAL

2.1. **Preliminary Approval Order.** By no later than January 31, 2025, Plaintiffs shall file with the Court a motion for Preliminary Approval of the proposed Settlement. The motion must seek entry of an order (in a form substantially similar to **Exhibit B**) that would, for settlement purposes only:

- a) preliminarily approve this Settlement Agreement;
- b) certify a conditional settlement class under Federal Rule of Civil Procedure, Rule 23(b)(3), composed of the Settlement Class Members;
- c) appoint the Class Representatives and Class Counsel to represent the Settlement Class;
- d) approve the proposed Class Notice plan; and
- e) appoint the Settlement Administrator.

2.2. **Class Certification for Settlement Purposes Only.** Defendant contends that this Litigation, and the respective class alleged therein, could not be certified as a class action under Federal Rule of Civil Procedure 23 for trial purposes. Nothing in this Settlement Agreement may be construed as an admission by Defendant that this Litigation or any similar case is suitable for class certification for trial purposes. Furthermore, nothing in this Settlement Agreement prevents Defendant from opposing class certification or seeking de-certification of the Settlement Class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason, or if any of the conditions exist that permit Defendant to terminate this Settlement Agreement in accordance with the terms below.

SETTLEMENT CLASS

3.1. **Class Definition.** For purposes of settlement only, and upon the express terms and conditions set forth in this Settlement Agreement, the Parties agree to seek certification of the Settlement Class as defined in Paragraph 1.29 above. The Settlement Class does not include Defendant's officers, directors, and employees, Parties' counsel, any judge overseeing or

considering the approval of the Settlement, together with members of their immediate family and any judicial staff. There are an estimated 10,084 Settlement Class Members through July 15, 2024.

3.2. Notice Plan.

3.2.1. Class List. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Class List to Class Counsel and the Settlement Administrator. The Class List will include all Settlement Class Members and list the amount of Overage Charges paid by each Settlement Class Member and the corresponding Additional Refund. The Class List will also include the most recent name, email address, mailing address (if available) that was provided to Defendant for each Settlement Class Member and that has been maintained or updated by Defendant in the ordinary course of its business, and whether the Settlement Class Member has an Active Account. Class Counsel agrees to not use this information to solicit claims against ViaPath.

3.2.2. Class Notice. The Settlement Administrator shall email the Class Notice, attached as **Exhibit A**, subject to the Court's approval, to all Settlement Class Members on the Class List within fourteen (14) days of receipt of the List. Within forty-five (45) days following the initial emailing of the Class Notice, the Settlement Administrator shall mail the Class Notice via U.S. Mail, postage prepaid, to those Settlement Class Members whose emails were returned as undeliverable to the extent a current mailing address can be reasonably located using one of the two methods set forth below. The Settlement Administrator shall first attempt to mail the Class Notice to the mailing address provided on the Class List; to the extent that it receives an address change notification from the U.S. Postal Service, it will re-mail to such new address. If no address is available, or a mailing is returned and an address change notification form is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address using reasonable and appropriate methods to locate an updated address, including but not limited

to, searching state and federal online databases of incarcerated individuals, for those class members who were incarcerated and may have been transferred to different facilities. After the forty-five (45) day mailing period, the Settlement Administrator shall send to Plaintiff and Defendant a list of each Class Notice returned as undeliverable by email and mail. No later than fourteen (14) days before the Final Approval Hearing in this Litigation, the Settlement Administrator shall file with the Court a declaration outlining the notice process undertaken, including the number of class members who were notified by email and/or postal mail, and the number of each of such notifications that were returned as undeliverable.

The Class Notice must explain to the Settlement Class Members their rights to receive automatic payment from the Settlement Amount or to opt out of or object to the Settlement, and the deadlines to exercise those rights. The Class Notice will also provide Settlement Class Members with an explanation of the method of calculation of the cash payment they would receive as a result of this Settlement. It will also notify Settlement Class Members of the claims to be released if the Class Member does not opt out. The Class Notice will also direct Settlement Class Members to the Settlement Website for further information.

3.2.3. Settlement Website. The Settlement Administrator shall create and maintain the Settlement Website to be activated no later than five (5) days prior to the emailing of the Class Notice described above. The Settlement Administrator's responsibilities include securing an appropriate URL on which the Parties mutually agree. The Settlement Website will host important settlement documents, such as the Complaint, the Class Notice (substantially in the form attached as **Exhibit A**), the Settlement Agreement, and the Preliminary Approval Order. In addition, the Settlement Website will include procedural information regarding the status of the Court-approval process, such as an announcement regarding when the Final Approval Hearing is scheduled, when

the Final Judgment and Order has been entered, when the Effective Date is expected or has been reached, and when payments likely will be mailed. Defendant will also make the information and documents accessible via the Settlement Website available to incarcerated Class Members through its tablets without charge.

The Settlement Administrator will terminate the Settlement Website either: (1) one hundred and eighty (180) days after the Effective Date; or (2) thirty (30) days after the date on which the Settlement is terminated or otherwise not approved by a court.

3.2.4. Costs and Expenses. Defendant will pay all costs necessary to the Settlement Administrator to effectuate the Settlement Class Notice Plan and the administration of the Settlement up to \$15,000. The Settlement Administrator shall refund to Defendant any amounts not used by the Settlement Administrator for these purposes no later than thirty (30) days after the Effective Date of the date of the Settlement being terminated or otherwise not approved, whichever is earlier.

3.2.5. Class Action Fairness Act (“CAFA”) Notice. Defendant shall serve notice of the settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after the filing of this Settlement Agreement with the Court. Before the Court’s Final Approval Hearing, Defendant shall file with the Court a certification of the date upon which the CAFA Notice was served.

3.2.6. Opt-Outs. All Settlement Class Members may opt out of the Settlement Class by submitting a valid request for exclusion. All opt-outs must be submitted by mail, in writing, addressed to the Settlement Administrator. The postmark deadline for requests to opt out of the Settlement Class is sixty (60) days from the initial emailing of Class Notice. To be valid, the written request must state: “I do not want to be part of the Settlement Class in *Allen et al., v. Global*

*Tel*Link*,” or contain words to that effect. It must be signed and include the name of the individual on the Class List making the request, along with name, address, and phone number.

The Settlement Administrator shall provide copies of opt-outs received to the Parties no later than three (3) days after they are received by the Settlement Administrator. No later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel, who shall file it with the Court, a declaration verifying that notice has been provided to the Settlement Class as set forth herein and listing all of the valid opt-outs received.

All Settlement Class Members who timely submit a valid opt-out will exclude themselves from the Settlement Class and preserve their ability to independently pursue, at their own expense, any individual, non-class, non-representative claims he or she claims to have against Defendant. Any such individual on the Class List who so opts out will not be bound by further orders or judgments in the Litigation as they relate to the Settlement Class. In the event of ambiguity as to whether someone has requested to be excluded, the individual shall be deemed not to have requested exclusion pursuant to this Section. No person who has opted out of the Settlement Class may object to any part of this Settlement Agreement.

3.2.7. Objections. All Settlement Class Members who do not opt-out in accordance with the terms above and who intend to object to the Settlement must file the objection with the Court, and serve copies on counsel for the Parties, no later than sixty (60) days following the initial mailing of Class Notice. The objection must include the following: (1) the Settlement Class Member’s full name, address, and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to

the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel; and (7) the objector's signature and a notation that it is for *Allen et al., v. Global Tel*Link Corporation d/b/a ViaPath Technologies*, No. 1:24-cv-00827-LMB-IDD (E.D. Va.).

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this Paragraph may not object to the approval of the Settlement or this Settlement Agreement and will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

SETTLEMENT CONSIDERATION

4.1. **Monetary Relief.** For Settlement Class Members who have opted to receive Overage Charges and/or Additional Refunds other than via credit to an account with Defendant or a commissary account, or for Settlement Class Members who have an Inactive Account or closed Individual Account, Defendant shall deposit the Settlement Fund Contribution into the Settlement Fund within twenty-one (21) days of the Effective Date. For Settlement Class Members who have opted to receive Overage Charges and/or Additional Refunds via credit to an account with Defendant or a commissary account, or who have an Active Account with Defendant and take no action in response to the Class Notice, Defendant shall affect the appropriate credits and appropriate documentation of the same within twenty-one (21) days of the Effective Date. As set out in Paragraph 4.4, the Settlement Administrator will distribute the Overage Charges and/or Additional Refunds to Settlement Class Members who have opted to receive such amounts other

than via credit to an account with Defendant or a commissary account, excluding valid opt-outs, upon final approval of the Settlement.

4.2. **Settlement Class Release.** Upon the Effective Date, each Settlement Class Member, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged the Defendant of and from all claims, arising before the Effective Date for any claim against Defendant involving common law conversion, violation of the Federal Communications Act, and violation of WVCCPA (“Released Claims”), arising from Overage Charges. Subject to the Court’s approval, the Settlement Class Members are bound by this Settlement Agreement and their claims at issue in the case will be dismissed with prejudice and released as against the Defendant, even if they never received actual notice of the Settlement prior to the hearing for final approval of the Settlement.

4.3. **Attorneys’ Fees, Service Awards, Costs, and Other Expenses.** No later than fourteen (14) days prior to the Opt-Out & Objections Deadline, Class Counsel shall make an application to the Court for an award of attorneys’ fees, costs, and other expenses for their representation of the Settlement Class not to exceed \$90,000. This application will be posted to the Settlement Website within one day of filing with the Court.

Defendant agrees not to oppose or object to the application by Class Counsel for attorneys’ fees, costs, and other expenses in an amount under the terms of the preceding paragraph. The award shall include all fees, costs, and other expenses for all attorneys (and their employees, consultants, experts, and other agents) who performed work in connection with the Litigation of the claims on behalf of the Settlement Class Members. Any attorneys’ fees and costs that the Court awards will

be owed and paid by Defendant to Class Counsel directly, and no amounts from the Settlement Amount may be used to pay, or may be used as a credit against, any awarded fees and costs.

No later than fourteen (14) days prior to the Opt-Out & Objections Deadline, Plaintiffs shall make an application to the Court for approval of a Service Award of \$3,500 to each of the Class Representatives. Defendant shall not oppose a Service Award of \$3,500 for each of the Class Representatives. Any Service Award approved by the Court will be paid by Defendant into the Settlement Fund within fourteen (14) days of the Effective Date. No amounts from the Settlement Amount may be used to pay, or may be used as a credit against, the Service Award. The Settlement Administrator shall be responsible for mailing the Service Award to each Class Representative on the same timetable established in Paragraph 4.4.

The applications for attorneys' fees and a Service Award, and any and all matters related thereto, are not part of the Settlement Agreement, and the Court should consider them separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement Agreement. Plaintiff and Class Counsel acknowledge that this Settlement Agreement is not conditioned on the Court's approval of attorneys' fees or a Service Award in the requested amounts or in any amount whatsoever. The Court's ruling on the application or applications for such amounts will not operate to terminate or cancel the Settlement Agreement.

4.4. Payment Schedule. Within fourteen (14) days of the receipt of the Settlement Fund from Defendant, the Settlement Administrator will allocate the Settlement Fund as follows:

- (a) All Settlement Class Members who requested payment of the Overage Charges and/or Additional Refunds via check who did not submit a valid opt-out will receive full refund of their Overage Charges, to the extent not previously refunded, and an equivalent amount in Additional Refunds.

The Settlement Administrator will mail the payments to Settlement Class Members who requested payment of the Overage Charges and/or Additional Refunds via check by U.S. mail. The payment notices accompanying the payment check will notify the recipients that the checks must be cashed within ninety (90) days from the date on the payment notice (the “stale date”) and that the enclosed check will not be valid after that date.

The Settlement Administrator shall direct any funds that remain in the Settlement Fund after the stale date to The REACH Initiative, 2207 Washington Street SE, Charleston, West Virginia, as *cy pres* recipient.

ENTRY OF FINAL JUDGMENT AND ORDER

5.1. The Parties shall jointly seek entry by the Court of a Final Judgment and Order in the form of **Exhibit C** hereto, which includes the following provisions (among others):

- a) granting final approval of this Settlement Agreement, and directing its implementation pursuant to its terms and conditions;
- b) ruling on Class Counsel’s applications for attorneys’ fees, costs, and other expenses;
- d) discharging and releasing the Defendant, from the Settlement Class Released Claims;
- e) permanently barring and enjoining all Settlement Class Members who did not opt out from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims;
- f) directing that the Litigation be dismissed with prejudice and without costs;
- g) stating pursuant to Federal Rules of Civil Procedure, Rule 54(b) that there is no just reason for delay and directing that the Final Judgment and Order is a final, appealable order; and
- h) reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Judgment and Order as provided below.

MISCELLANEOUS PROVISIONS

6.1. **Termination.** Defendant's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, Defendant may terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to any Class Representative or Settlement Class Members if any of the following conditions subsequent occurs: (a) the Parties fail to obtain and maintain preliminary approval of the proposed Settlement; (b) more than thirty-five (35) individuals on the Class List opt-out of the proposed Settlement; (c) the Court fails to enter a final order consistent with the provisions of this Settlement Agreement; (d) the settlement of the Settlement Class is not upheld on appeal, including review by the United States Supreme Court; (e) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or (f) Plaintiff or Class Counsel commit a material breach of the Settlement Agreement before entry of the Final Judgment and Order.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses would not be grounds for Plaintiff, Defendant, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement. The failure of the Court or any appellate court to approve in full the request of Class Representatives for their Service Awards would not be grounds to terminate this Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Court shall decertify the Settlement

Class; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, will be without prejudice to any Party and may not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties would stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

6.2. **Best Efforts to Obtain Court Approval.** Plaintiff and Defendant, and the Parties' counsel, agree to use their best efforts to obtain Court approval of this Settlement Agreement.

6.3. **Court's Jurisdiction.** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement. The Court also shall retain exclusive jurisdiction: (1) over any subsequent claim against Defendant related to a Settlement Class Member's Released Claims; and (2) over any determination of whether a subsequent lawsuit is released by the Settlement Agreement. Any such subsequent lawsuit against Defendant necessarily raises the threshold issue of whether the plaintiff in such suit is a member of the Settlement Class in this Litigation such that his or her subsequent suit is prohibited under the terms of this Settlement Agreement.

6.4. **Settlement Notices.** Except for the Notice Plan, as provided for above, all other notices or formal communications under this Settlement Agreement must be in writing and given: (1) by hand delivery; (2) by registered or certified mail, return receipt requested, postage pre-paid; or (3) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For Plaintiff and the Settlement Class:

Kristi Cahoon Kelly
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
Phone: (703) 424-7572
Facsimile: (703) 591-0167

Email: kkelly@kellyguzzo.com

Lydia C. Milnes
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Colten Fleu
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For Defendant:

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rdelaney@beankinney.com

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

6.5. **Construction.** None of the Parties to this Settlement Agreement are the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

Except as otherwise stated herein, each substantive term of this Agreement is a material term that the Parties have relied upon in making this Agreement. If the Court does not approve any substantive term, or if the Court effects a material change to the Agreement then the entire Agreement will be, at the Parties' discretion, void and unenforceable. Where this Agreement states that a term is not material, then the Court's refusal to approve that term leaves all the other terms of the Agreement in effect. Before declaring any provision of this Agreement invalid, the Parties intend that the Court first attempt to construe the provision to the fullest extent possible so as to render all provisions of this Agreement enforceable.

This Agreement includes the terms set forth in each attached exhibit. Each exhibit to this Agreement is an integral part of it.

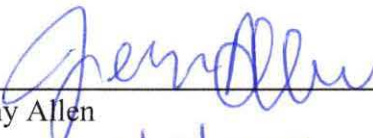
The headings within this Agreement appear for the convenience of reference only and do not affect the construction or interpretation of any part of this Agreement.

This Settlement Agreement may not be modified except by a writing executed by all the Parties.

6.6. **Execution in Counterparts.** Plaintiffs, Class Counsel, Defendant, and Defendant's counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument.

A Party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for purposes of this Agreement and will be binding upon the Party who transmits the signature page.

This Settlement Agreement shall not be deemed executed until signed by Plaintiffs, by Class Counsel, and by counsel for and representatives of Defendant. The signatories hereto represent that they are fully authorized to bind the Parties to all terms of this Agreement. The Parties agree that the Settlement Class Members are so numerous that it is impossible or impractical to have each Class Member execute this Agreement. This Agreement may be executed on behalf of the Settlement Class Members by the Class Representative.



Jeremy Allen
Date: 01/31/2025

Charles Thomas
Date: _____

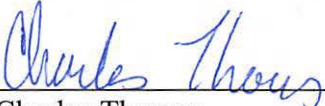
Zoey Hott
Date: _____

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Jeremy Allen

Date: _____



Charles Thomas

Date: 2-3-25

Zoey Hott

Date: _____

Matthew White

Date: _____

Martez Griffin

Date: _____

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Jeremy Allen

Date: _____

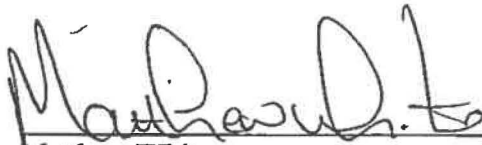
Charles Thomas

Date: _____

Zoey Hott

Zoey Hott

Date: *2/7/25*


Matthew White

Date: 2/6/2025

Martez Griffin

Date: _____

Elijah Taylor

Date: _____

Ramona Orellana

Date: _____

Global Tel*Link Corporation
d/b/a ViaPath Technologies

Date: _____

By: _____

Title: _____

Date: _____

By _____
Kristi Cahoon Kelly
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
Phone: (703) 424-7572
Facsimile: (703) 591-0167
Email: kkelly@kellyguzzo.com

Lydia C. Milnes
Mountain State Justice, Inc.
1029 University Ave., Suite 101
Morgantown, WV 26505

Matthew White

Date: _____



Martez Griffin

Date: Feb. 6 2025

Elijah Taylor

Date: _____

Ramona Orellana

Date: _____

Global Tel*Link Corporation
d/b/a ViaPath Technologies

Date: _____

By: _____

Title: _____

Date: _____

By _____
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Lydia C. Milnes
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Morgantown, WV 26505

Matthew White

Date: _____

Martez Griffin

Date: _____


box SIGN 187Y7Z2P-13QVR979

Elijah Taylor

Date: Feb 7, 2025

Ramona Orellana

Date: _____

Global Tel*Link Corporation
d/b/a ViaPath Technologies

By: _____

Title: _____

Date: _____

Date: _____

By _____
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3925 Chain Bridge Road, Suite 202
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Phone: (703) 424-7572
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Lydia C. Milnes
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Matthew White

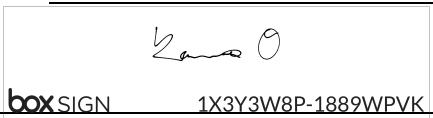
Date: _____

Martez Griffin

Date: _____

Elijah Taylor

Date: _____



Ramona Orellana

Date: **Feb 6, 2025**

Global Tel*Link Corporation
d/b/a ViaPath Technologies

By: _____

Title: _____

Date: _____

Date: _____

By _____
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Facsimile: (703) 591-0167
Email: kkelly@kellyguzzo.com

Lydia C. Milnes
Mountain State Justice, Inc.

Matthew White

Date: _____

Martez Griffin

Date: _____

Elijah Taylor

Date: _____

Ramona Orellana

Date: _____


Global Tel*Link Corporation
d/b/a ViaPath Technologies

By: Deborah Anderson

Title: Chief Executive Officer

Date: 2/7/2025

Date: _____

By 
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Counsel for Plaintiffs and the Class

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d/b/a ViaPath Technologies*