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13 Antonio Ortega and Ken Hagans

14 [Additional parties and counsel listed on following page]

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF LOS ANGELES

17 Antonio Ortega, and Ken Hagans,
18 individuals, appearing on behalf of
19 themselves and all others similarly
20 situated,

21 Plaintiff,

22 v.

23 Global Tel*Link Corporation, Cooper
24 Communications Group, Inc. and
25 DOES 1-10, inclusive,

26 Defendants.

CASE NO. BC636438

**REVISED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

Dept.: 308

Judge: Hon. Ann I. Jones

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12 Attorneys for Defendant
Cooper Communications Group, Inc.
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1 This Joint Stipulation of Class Action Settlement and Release (“Agreement” or
2 “Settlement Agreement”) is entered into by Plaintiffs Antonio Ortega and Ken Hagans
3 (“Plaintiffs”) and Defendants Global Tel*Link Corporation (“GTL”) and Cooper
4 Communications Group, Inc. (“Cooper”) (collectively, “Defendants”).

5 IT IS HEREBY STIPULATED AND AGREED by and between the undersigned
6 parties subject to approval of the Court, that the settlement of this action shall be
7 effectuated upon and subject to the following terms and conditions.

8 I. DEFINITIONS

9 The following capitalized, defined terms used in this Agreement shall have the
10 meanings ascribed to them below.

11 **1.1 Named Plaintiffs or Class Representatives:** Shall mean Plaintiffs Antonio
12 Ortega and Ken Hagans.

13 **1.2 Parties:** Shall collectively refer to Plaintiffs and Defendants GTL Tel*Link
14 Corporation and Cooper Communications Group.

15 **1.3 Class Counsel:** Shall mean Allen Graves, Esq., The Graves Firm, a
16 Professional Corporation, 122 N. Baldwin, Main Floor, Sierra Madre, CA 91024.

17 **1.4 Defendants’ Counsel, Defense Counsel or Counsel for Defendant:** Shall
18 mean:

19 **For Defendant GTL:** Greenberg Traurig, LLP, 1840 Century Park East, Suite
20 1900, Los Angeles, California 90067-2121.

21 **For Defendant Cooper:** Wilson Elser, LLP,
22 555 S. Flower Street, Suite 2900, Los Angeles, CA 90071.

23 **1.5 Action, Lawsuit or Complaint:** Shall refer to the case entitled “*Antonio*
24 *Ortega v. GTL Tel*Link, et al.*,” venued in the Superior Court for the State of California
25 Los Angeles County, designated as Case No. BC636438, and any subsequent pleadings
26 and amendments thereto.

27 **1.6 Class Membership Timeframe:** Shall mean the period of time beginning
28 October 6, 2012 through December 31, 2017.

1 **1.7. Release Timeframe:** Shall mean the period of time beginning October 6,
2 2012 through December 31, 2017.

3 **1.8 Effective Date:** If there is no objection to final approval, the Effective Date
4 shall be the date that the Court grants final approval of the settlement. If an objection is
5 pending at the time that the Court grants final approval, but no appeal of the order
6 granting final approval is timely filed, the Effective Date shall be 61 days after the Court
7 grants final approval. If an objection is pending at the time that the Court grants final
8 approval, and a timely appeal is filed, the Effective Date shall be the date that the appeal
9 is resolved, provided that resolution does not alter the material terms of the Agreement.

10 **1.9 Final Approval:** Shall mean an order issued by the Court finally approving
11 this Agreement as binding upon the Parties and which Final Approval Order will be
12 submitted to the Court in the form agreed upon by the Parties. In the event that the Court
13 or any Court of Appeals denies final approval of the Settlement and all efforts to seek
14 reconsideration or reversal of that denial are exhausted, this Settlement Agreement, and
15 any related documents, will be null and void. In the event that the Court or any Court of
16 Appeals denies final approval of the Settlement and all efforts to seek reconsideration or
17 reversal of that denial are exhausted, any order granting class certification or enforcing
18 material terms of this Settlement Agreement will be null and void.

19 **1.10 Settlement Class:** The Settlement Class includes all individuals employed
20 by either Defendant in California during the Class Membership Timeframe. The Class
21 includes seven individuals who perform work for GTL through subcontracting entities
22 (“Subcontractor Employees”). In August 2017, GTL acquired a company called Telmate
23 LLC. Telmate employees were added to the GTL payroll on or around the beginning of
24 2018. Telmate employees are excluded from the settlement, except to the extent they
25 were separately employed by a Defendant During the Class Membership Timeframe.
26 Individuals who were employed by a Defendant during the Release Timeframe but were
27 not employed by any Defendant during the Class Membership Timeframe are not
28 members of the Settlement Class. The Settlement Class Includes three subclasses:

- **Field Technician Subclass:** All persons employed in California as a Field Technician or equivalent position (including “Service Technicians” and “Site Administrative Technicians”) by any Defendant at any point during the Class Membership Timeframe, including the Subcontractor Employees.
- **GTL Payroll Subclass:** All individuals who were paid as hourly employees in California under the GTL payroll system during the Class Membership Timeframe.
- **Time Tracking Subclass:** All individuals who were paid as hourly employees in California by any Defendant at any point during the Class Membership Timeframe.

1.11 Class Member(s): Shall mean the members of the Settlement Class.

1.12 Claimant: Shall mean every Class Member who submits a valid and timely Claim Form.

1.13 Court: Shall mean the Superior Court for the State of California Los Angeles County or any other court exercising jurisdiction over the Action.

II. GENERAL BACKGROUND

2.1 Plaintiff Antonio Ortega initiated this action through the filing of a class lawsuit in Los Angeles Superior Court on October 6, 2016. Plaintiff Ortega alleges in his Complaint that he sent notice of alleged Labor Code violations at issue in the Action to the California Labor and Workforce Development Agency (“LWDA”) on August 2, 2016, and that the LWDA did not respond to his notice. Plaintiff Ortega filed a First Amended Class Action Complaint in the Action on or around January 13, 2017, and Plaintiffs Ortega and Ken Hagans subsequently filed a Second Amended Class Action Complaint on or around November 20, 2017.

2.2 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendants contend, among other things, that they are not

1 joint employers with one another, and that they complied at all times with the California
2 Labor Code, the Industrial Welfare Commission and the Wage Orders.

3 **III. TERMS OF SETTLEMENT**

4 **3.1 Total Settlement Amount:** The Parties agree to settle the Action for a
5 Total Settlement Amount of seven hundred twenty-five thousand dollars (\$725,000). The
6 entire Total Settlement Amount shall be paid out and there shall be no reversion of any
7 funds to Defendants. The Total Settlement Amount shall constitute: (1) all wages,
8 penalties, interest, and/or other amounts to be paid to Class Members under this
9 Agreement; (2) the payment to the LWDA pursuant to the Private Attorneys' General Act
10 ("PAGA"); (3) attorneys' fees and costs of Class Counsel; (4) the Service Payments to the
11 Class Representatives, if any, approved by the Court; and (5) all costs of administration,
12 including, without limitation, settlement administration fees. The Claimants' shares of
13 payroll taxes shall be paid from the Total Settlement Amount. Each Defendant shall
14 separately pay its share of payroll taxes due on payments described herein and such
15 payments shall be in addition to the Total Settlement Amount. Neither Defendant shall be
16 considered a joint employer for purposes of this Agreement, including the payment of
17 payroll taxes. GTL, however, shall pay employer payroll taxes with regard to
18 Subcontractor Employee Claimants.

19 **3.2 Net Distribution Amount:** The "Net Distribution Amount" is defined as
20 the Total Settlement Amount less the payment to the LWDA, attorneys' fees as approved
21 by the Court, documented litigation costs and expenses incurred or advanced by Class
22 Counsel as approved by the Court, the Service Payments to the Class Representatives as
23 approved by the Court, and the costs of notice and administering the settlement.

24 **3.3 Calculation of the Individual Settlement Amounts:** "Individual
25 Settlement Amount" means the portion of the Net Distribution Amount paid to each
26 Claimant. Each Claimant's Individual Settlement Amount will be based on the number of
27 weeks that the Claimant worked during the Release Timeframe as follows: Each Claimant
28 in the Time Tracking Subclass shall receive one credit per week that he or she worked

1 during the Release Timeframe. Each Claimant in the GTL Payroll Subclass shall receive
2 two credits per week that he or she worked during the Release Timeframe. Each Claimant
3 in the Field Technician Subclass will receive ten credits per week that he or she worked
4 during the Release Timeframe. A Claimant who is a member of multiple Subclasses will
5 be treated as a member of the most advantageous Subclass for the purposes of calculating
6 the Individual Settlement Amounts. A Claimant who was employed during the Release
7 Timeframe but who did not work during the Release Timeframe will be treated as having
8 worked one week. Class Members who do not submit a valid and timely Claim Form will
9 not receive any credits. The value of a credit shall be determined by dividing the Net
10 Distribution Amount by the total number of credits awarded to all Claimants. Each
11 Claimant shall receive a gross payment equal to the number of his or her credits
12 multiplied by the value of a credit.

13 **3.4 Allocation of Individual Settlement Amounts:** Twenty percent (20%) of
14 each Claimant's Individual Settlement Amount will be treated as back wages and subject
15 to normal tax withholding and shall be reported to the taxing authorities on an IRS
16 Form W-2. Eighty percent (80%) of each Claimant's Individual Settlement Amount will
17 be treated as prejudgment interest and statutory non-wage payments on which there will
18 be no tax withholding and for which an IRS Form 1099 (marked "Other Income") shall be
19 issued if the payment is above the minimum threshold required for the issuance of a
20 Form 1099. The Individual Settlement Amounts and/or the Class Representative's
21 Service Payment, if any, will not count or be counted for determination of eligibility for,
22 or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans,
23 non-qualified deferred compensation plans, pension plans, matching contributions, etc.),
24 or otherwise modify any eligibility criteria under any employee pension benefit plan or
25 employee welfare plan sponsored by Defendants, unless otherwise required by law.

26 **3.5 PAGA Payment:** The Parties agree that \$50,000 of the Total Settlement
27 Amount shall be allocated as settlement of claims under the California Private Attorney
28 General Act. Seventy-five percent (75%) of that total, or \$37,500, shall be paid to the

1 LWDA pursuant to the provisions of PAGA. The remaining twenty-five percent (25%),
2 or \$12,500, shall be distributed to the Claimants as part of the Net Distribution Amount.

3 **3.6 Service Payments to Plaintiffs as Class Representatives:** The amounts, if
4 any, awarded to the Class Representatives as Service Payments will be set by the Court.
5 Defendants do not endorse the following amounts, but agree not to file any pleading in
6 opposition to Plaintiffs' request for a Service Payment up to \$15,000 for Plaintiff Ortega
7 and a Service Payment up to \$5,000 for Plaintiff Hagans. These amounts will come from
8 the Total Settlement Amount. The Service Payments will be in addition to the Individual
9 Settlement Amount awarded to Plaintiffs. The Settlement Administrator will issue an IRS
10 Form 1099 with regard to the Service Payments and all taxes on these payments shall be
11 the sole responsibility of Plaintiffs.

12 **3.7 Attorney Fees to Class Counsel:** Class Counsel will apply to the Court for
13 attorneys' fees and an award not to exceed \$290,000 and an award of expenses not to
14 exceed \$25,000. Any amounts awarded for attorneys' fees, costs or expenses shall be
15 deducted from the Total Settlement Amount.

16 **3.8 Endorsement of Settlement:** The Class Representatives believe that the
17 settlement is fair and reasonable and will so represent to the Court. Although they deny
18 any liability, to avoid the time and expense of continued litigation, Defendants have
19 agreed to settle the claims on the terms set forth herein.

20 **3.9 Administration of Taxes and Tax Liability:** Defendants make no
21 representation as to the tax treatment or legal effect of the payments called for hereunder,
22 and Named Plaintiffs and Claimants shall not rely on any statement, representation, or
23 calculation by Defendants or by the Claims Administrator in this regard. Named Plaintiffs
24 and Claimants understand and agree that, except for Defendants' payment of the
25 employer's portion of any payroll taxes, they will be solely responsible for the payment of
26 any taxes and penalties assessed on the payments described herein and will hold
27 Defendants free and harmless from and against any claims resulting from tax treatment of
28 such payments.

IV. RELEASE OF CLAIMS BY CLASS MEMBERS

WHO DO NOT OPT OUT

4.1 The “Released Claims” are all claims, causes of action, demands, rights and liabilities of every nature and description that are asserted in, arise from, or relate to the factual allegations and/or legal assertions made in the Action during the Release Timeframe. The release extends to all remedies that could be claimed for any Released Claim, including but not limited to statutory, constitutional, contractual, and common law claims for wages, damages, liquidated damages, expense reimbursement, interest, attorney fees and costs (other than as awarded to Class Counsel by the Court as part of the instant settlement), injunctive relief, punitive damages, liquidated damages, restitution, disgorgement, and civil and/or statutory penalties pursuant to the Fair Labor Standards Act and/or the California Wage Orders and Labor Code, including, without limitation, Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1198, 2699 et seq. and 2802.

4.2 The entities against whom claims are released include and are limited to Defendants and their past, present, and future parent entities, subsidiaries, divisions, affiliates, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), and each and all of their respective owners, management, officers, partners, and directors (collectively, the “Released Parties”). Telemate LLC is not a Released Party. The release does not apply to claims based on employment at Telemate.

4.3 Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, each member of the Settlement Class (other than those who timely request to be excluded), regardless of whether he or she has timely submitted a Claim Form, will fully release and discharge all Released Parties from all Released Claims.

4.4 Release of Additional Claims & Rights by Named Plaintiffs: Named Plaintiffs hereby agree to the additional following General Release. As of the Effective Date, and in consideration of Defendants' promises and agreements as set forth herein, Named Plaintiffs hereby fully release the Released Parties from any and all Released Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of any occurrence or failure to act prior to the Effective Date, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Named Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

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.

V. NOTICE AND CLAIM PROCESS

5.1 Subject to Court approval, and comparison of competitive bids, the Parties have agreed to the appointment of Phoenix Class Action Administration Solutions as the settlement administrator (“Settlement Administrator”). The duties of the Settlement Administrator will include compiling the class list from information provided by the Parties, handling all mailings to the Settlement Class, tracing undeliverable mailings, recording and tracking responses to the mailing to the Settlement Class (including recording the identity of any Class Members who submit Claim Forms or request exclusion), responding to inquiries made by the Settlement Class, calculating Individual

1 Settlement Amounts, issuance of and mailing out of Individual Settlement Amounts,
2 reporting payment of the Individual Settlement Amounts to all required taxing and other
3 authorities, taking appropriate withholding from the Individual Settlement Amounts, and
4 paying all employer payroll taxes and other required payments withheld, and other related
5 tasks as mutually agreed to by the Parties. It is also understood that the Settlement
6 Administrator will establish a Qualified Settlement Fund (“QSF”) pursuant to Section
7 468B(g) of the Internal Revenue Code, and regulations promulgated thereunder for the
8 purpose of administering this Settlement.

9 All of the costs, fees, expenses, and liabilities incurred by the Settlement
10 Administrator in performing these functions shall be paid out of the Total Settlement
11 Amount. The Parties agree to ask that the Court authorize payment to the Settlement
12 Administrator in accordance with the estimate provided and not to exceed \$15,000.

13 **5.2** No later than fourteen (14) days after Preliminary Approval, Defendants
14 shall provide the Settlement Administrator with information regarding each Class
15 Member, including last known address, all known phone numbers, Social Security
16 Number, dates of employment, total weeks worked and positions held during the Release
17 Timeframe. With regard to the seven Subcontractor Employees, Defendant will use its
18 best efforts to obtain the required information. If Defendant is unable to obtain complete
19 information for any Subcontractor Employee, Defendant will provide the address of the
20 company that provided the Subcontractor Employee and notice will be sent to that
21 subcontractor with instructions to forward the notice to the employee. Any party may
22 review any information provided to the Settlement Administrator, except the Social
23 Security information, which will be kept completely confidential and will not be released
24 by the Settlement Administrator. This information shall be used solely for the
25 administration of this Settlement Agreement (e.g., identifying Settlement Class Members,
26 researching current contact information, and contacting Settlement Class Members) and
27 for no other purpose, and shall not be shared with any persons or entity not employed by
28 Class Counsel or the Claims Administrator and also working on the administration of this

1 Settlement Agreement. In the event that the Settlement Agreement is rendered void for
2 any reason, the Claims Administrator and Class Counsel shall not thereafter use this
3 information, and shall destroy any and all copies or versions of it (including any in
4 electronic form). In addition, Class Counsel may provide the Settlement Administrator
5 with any information that may assist the Settlement Administrator in obtaining current
6 contact information for any Class Member.

7 **5.3** The Settlement Administrator shall mail a Notice of Pendency of Class
8 Action, Proposed Settlement and Hearing Date for Court Approval (“Notice”) in the form
9 attached hereto as Exhibit 1, subject to modifications that may be directed by the Court to
10 obtain approval of the Notice, no later than twenty (20) days after the Court grants
11 Preliminary Approval. The Notice must be accompanied by a Claim Form (“Claim
12 Form”), in the form attached as Exhibit 2 or as otherwise preliminarily approved by the
13 Court. The parties have conferred with regard to the potential need for translation of the
14 Notice and Claim Form. Based on the known English proficiency of the Class Members,
15 the Parties agree that the Notice and Claim Form may be distributed in English.

16 **5.4** The Settlement Administrator will take reasonable steps to ensure that the
17 Notice and Claim Form are sent to all Class Members. Prior to mailing, the Settlement
18 Administrator shall search a National Change of Address Database to confirm the current
19 address for each Class Member. If any envelopes are returned, the Settlement
20 Administrator may use appropriate methods, including but not limited to, skip-trace and
21 telephone follow-up to obtain the current address of each Class Member. The Settlement
22 Administrator will re-mail all notices that were returned by the postal service, and for
23 which additional addresses are known or obtainable, within five (5) days. Nothing in this
24 Agreement shall limit the ability of Class Counsel or Class Representatives to provide
25 greater notice to Class Members than contemplated by the notice provisions of this
26 Agreement.

1 **5.5** The Settlement Administrator shall maintain a toll-free telephone line that
2 shall be staffed by live operators during business hours and provide the ability for Class
3 Members to leave messages during non-business hours.

4 **5.6** The Settlement Administrator shall maintain a website that Class Members
5 can use to obtain copies of the complaint in the Action, this Agreement, the Preliminary
6 Approval Order, and the Claim Form, and to contact the Settlement Administrator if they
7 have questions. The website will also allow Class Members to file a Claim Form and
8 track the status of filed claims. The website will also be able to process opt-out requests.
9 The form of the website shall be subject to the approval of counsel.

10 **5.7** Each Claim Form will show the estimated payment amount for that Class
11 Member and the number of weeks the Class Member worked during the Release
12 Timeframe. The estimate shall be based on a one hundred percent (100%) claim rate.
13 If a Class Member disputes the number of work weeks listed on his or her Claim Form,
14 the Class Member may provide written documentation to the Settlement Administrator
15 establishing the weeks that the Class Member contends that he or she worked during the
16 Release Timeframe. When a Class Member disputes the number of weeks listed on his or
17 her Claim Form, the matter will be decided by the Settlement Administrator, whose
18 decision will be final as to the weeks worked.

19 **5.8** Each Class Member will have forty-five (45) calendar days from the date
20 the Claim Forms were initially mailed to submit the completed Claim Form or request
21 exclusion. Each Class Member who receives a re-mailed notice shall have an additional
22 ten (10) days from the date the Claim Forms were initially mailed to submit the completed
23 Claim Form or request exclusion

24 **5.9** Twenty-one (21) days after the initial mailing of the Notice and Claim
25 Form, the Settlement Administrator will mail to each Class Member who has not
26 responded with the return of a Claim Form or a request for exclusion, a postcard in a form
27 approved by counsel to remind each such Class Member to submit a Claim Form before
28 the deadline.

1 **5.10** Class Members may object to this Settlement Agreement by submitting a
2 timely written objection that must include: (a) the objector's full name, current address,
3 and, if different, the address(es) used during the time of his/her employment for either
4 Defendant; (b) a statement of the positions(s) and objection(s) asserted, including the
5 factual and legal grounds for each position and objection asserted; and (c) a copy of any
6 documents supporting the position(s) and objection(s) asserted. Any Class Member who
7 objects to this Settlement shall mail the objection to the Settlement Administrator within
8 forty-five (45) calendar days from the date the Claims Forms were initially mailed. Each
9 Class Member who receives a re-mailed notice shall have an additional ten (10) days from
10 the date the Claim Forms were initially mailed in which to mail any objection. All notice
11 materials will instruct that objections be sent via certified mail in order to ensure tracking
12 and delivery. However, objections that are received by regular mail will be processed in
13 the same manner as objections that are sent via certified mail as instructed. The Settlement
14 Administrator shall notify the parties, and Class Counsel shall provide the Court with the
15 full text of any objections concurrently with the filing of the Motion for Final Approval

16 **5.11** A Claim Form or request for exclusion must be signed and dated to be valid.
17 In the case of Claim Forms or requests for exclusion submitted via the website, an
18 electronic signature shall be sufficient for all purposes. If a Class Member submits both a
19 Claim Form and a request for exclusion, the Claim Form shall control and the request for
20 exclusion shall have no effect.

21 **5.12** If a Claim Form or request for exclusion is returned by a Class Member but
22 has not been signed or is otherwise materially deficient, the Settlement Administrator will
23 send a deficiency notice to the Class Member within seven (7) days of the date the
24 Settlement Administrator becomes aware of such deficiency. Any deficient Claim Form
25 that was originally submitted on or before the deadline to submit a claim shall be accepted
26 and paid if the deficiency is cured within seven (7) days prior to the date of the Final
27 Approval Hearing. Any request for exclusion that was originally submitted on or before
28 the deadline to submit a request for exclusion shall be effective if the deficiency is cured

1 within seven (7) days prior to the date of the Final Approval Hearing.

2 **5.13** The Settlement Administrator will provide Defendants' Counsel and Class
3 Counsel a weekly report which certifies: (a) the number of Claimants who have submitted
4 valid Claim Forms; (b) the number of Class Members who have submitted valid requests
5 for exclusion; and (c) whether any Class Member has submitted a challenge to any
6 information contained in their claim form. Additionally, the Settlement Administrator
7 will provide to counsel for the Parties any updated reports regarding the administration of
8 the Settlement Agreement as needed or requested. At least ten (10) court days prior to the
9 deadline for filing for Final Approval, the Settlement Administrator shall provide counsel
10 for the Parties a declaration and proof of mailing with regard to the mailing of the Notice
11 and Claim Form.

12 **VI. PAYMENT OF SETTLEMENT FUNDS**

13 **6.1** Within ten (10) business days after the Effective Date, Defendants will
14 deliver to the Settlement Administrator the Total Settlement Amount and, in addition to
15 the Total Settlement Amount, the respective employer's share of payroll taxes due on
16 payments described in this Settlement. Defendants shall be jointly and severally liable for
17 payment of the Total Settlement Amount and late payments shall be subject to interest at
18 the statutory rate.

19 **6.2** No later than seven (7) calendar days after receiving payment, the
20 Settlement Administrator shall transfer to Class Counsel Allen Graves by wire transfer the
21 attorney fees and costs awarded by the Court and send via overnight mail a check to the
22 Class Representatives in the amount of the Service Payments ordered by the Court. No
23 later seven (7) calendar days after the Effective Date, the Settlement Administrator will
24 mail the payments to the Claimants. No later than thirty-five (35) calendar days after the
25 Effective Date, the Settlement Administrator will mail the payment to the LWDA, and
26 will pay the settlement administration fees and costs.

1 **6.3** If a settlement check is returned by the postal service, the Settlement
2 Administrator may use appropriate methods including but not limited to skip-trace and
3 telephone follow up to obtain the current address of the Claimant. The Settlement
4 Administrator will re-mail returned checks within five (5) days.

5 **6.4** If a Claimant does not cash or deposit his or her check within one hundred
6 eighty (180) days from the date of issuance, or if a settlement check is returned for a
7 second time, pursuant to California Code of Civil Procedure §384(b)(3), the Settlement
8 Administrator shall void that check and cause that Claimant's payment to be donated as
9 follows: 25% to the State Treasury for deposit in the Trial Court Improvement and
10 Modernization Fund; 25% to the State Treasury for deposit into the Equal Access Fund of
11 the Judicial Branch; and 50% to Kids First America, a nonprofit child advocacy program.
12 In such event, the Claimant waives irrevocably any right in, or claim to, a share of the Net
13 Distribution Amount, but this Agreement nevertheless will be binding upon them to the
14 same extent as if they had received and timely cashed the settlement check. All tax forms
15 issued to a Claimant in connection with a check that is voided pursuant to this paragraph
16 shall be withdrawn and voided.

17 **6.5** No later than two hundred (200) days after the Effective Date, the
18 Settlement Administrator shall provide a summary report accounting for all dispositions
19 of funds. No later than thirty (30) days after the Settlement Administrator provides the
20 summary report, the Settlement Administrator shall ensure that all physical records related
21 to the action have been transferred to a digital format and then destroy all physical
22 records. The Settlement Administrator shall maintain all digital records related to the
23 Action for ten (10) years at the end of which time it will permanently delete all records.

24 **VII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL**

25 **7.1** Promptly after execution of this Agreement, Plaintiffs shall move the Court
26 for Preliminary Approval of this Settlement. Class Counsel shall be responsible for
27 drafting and filing the Motion for Preliminary Approval. Plaintiffs shall submit this
28 Agreement in support of the Motion for Preliminary Approval of the Settlement. No less

1 than fourteen (14) days prior to the date set for the hearing on Preliminary Approval,
2 Defendants shall submit to the Court a declaration to the effect that there are no cases
3 pending in other jurisdictions in which similar class claims are asserted or identifying any
4 cases filed since the date of execution of this Agreement.

6 **VIII. DUTIES OF THE PARTIES PRIOR TO FINAL APPROVAL**

7 **8.1** In connection with the hearing on Final Approval, Plaintiffs will submit a
8 proposed Final Order approving the Settlement, adjudging the terms thereof to be fair,
9 reasonable and adequate, and directing consummation of its terms and provisions. Class
10 Counsel shall be responsible for drafting and filing the Motion for Final Approval. Class
11 Counsel shall file a separate Motion for Approval of Class Representative Service
12 Payment, Costs and Attorney Fees.

13 **8.2** All parties waive any right to appeal any order of the Court with regard to
14 preliminary or final approval, except that Class Counsel shall have the right to appeal the
15 award of attorney fees and costs. Notwithstanding the foregoing, neither the denial of, an
16 appeal of, a modification of, nor a reversal on appeal of any fee or cost award or Service
17 Payment award shall constitute grounds for cancellation or termination of this Settlement
18 or delay in compliance with its terms.

19 **8.3** Upon a showing that Defendants have paid the Total Settlement Amount
20 required by this Agreement, the parties will jointly move for entry of judgment, which
21 shall include the releases set forth herein. Once final judgment is entered, notice of that
22 entry of judgment will be provided to the Class Members by posting the Court's order on
23 the Settlement Administrator's website. After entry of judgment, the Court will
24 have continuing and exclusive jurisdiction solely for purposes of addressing:
25 (a) the interpretation and enforcement of the terms of the Settlement Agreement;
26 (b) settlement administration matters; and (c) such post-judgment matters as may be
27 appropriate under court rules or as set forth in this Settlement Agreement.

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IX. MUTUAL COOPERATION

9.1 The Parties, their successors and assigns, and their attorneys, agree to use reasonable efforts to cooperate with each other in seeking Court approval of this Agreement and to effectuate this Agreement and the terms set forth herein.

X. NO PRIOR ASSIGNMENTS

10.1 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, or encumbered, any portion of any liability, claim, demand, cause of action or rights released and discharged by this Agreement.

XI. NOTICES

11.1 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class:
Allen Graves, Esq.
The Graves Firm
122 N. Baldwin Ave., Main Floor
Sierra Madre, CA 91024

To GTL:
Robert J. Herrington
Adil M. Khan
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067-2121

To Cooper:
Diana M. Estrada
Wilson, Moskowitz, Edelman & Dicker, LLP
555 S. Flower Street, Suite 2900
Los Angeles, CA 90071

XII. OTHER MATTERS

12.1 Construction: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

12.2 Captions and Interpretations: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

12.3 Modification: This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

12.4 Integration Clause: This Agreement constitutes the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and supersedes all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. In executing this Agreement, the Parties acknowledge that, although they have relied on discovery and factual representations made by the opposing Party, they have not relied upon any oral or written understandings, negotiations, agreements, or promises that are not set forth in this Agreement. The Parties also acknowledge and agree that each has been represented by its own counsel with respect to the negotiating and drafting of this Settlement and this Agreement.

12.5 Signatures of All Class Members are Unnecessary to be Binding: It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the release provided herein and such shall have

1 the same force and effect as if this Agreement were executed by each Class Member.

2 **12.6 Counterparts:** This Agreement may be executed in counterparts, and when
3 each Party has signed and delivered at least one such counterpart, each counterpart shall
4 be deemed an original, and, when taken together with other signed counterparts, shall
5 constitute one fully-signed Agreement, which shall be binding upon all Parties.

6 **12.7 Agreement Drafted by All Parties:** This Agreement has been, and shall be
7 construed to have been, drafted by all the Parties to it and the Parties agree that any rule
8 which construes ambiguities against the drafter shall have no force or effect.

9 **12.8 Waiver:** Any failure by any Party to insist upon the strict performance by
10 any other Party of any provision of this Agreement shall not be deemed a waiver of any
11 provision of this Agreement.

12 **12.9 No Admissions:** If this Agreement does not become effective or is
13 cancelled, withdrawn, or terminated for any reason, it shall be deemed negotiation for
14 Settlement purposes only and will not be admissible in evidence or usable for any
15 purposes whatsoever in the Action or any proceedings between the Parties or in any other
16 action related to the Released Claims or otherwise involving the Parties or any Released
17 Party. Nothing in this Agreement may be construed as, or may be used as, an admission
18 by Plaintiffs that any of their claims are without merit. Nothing in this Agreement may
19 constitute, may be construed as, or may be used as an admission by Defendants of any
20 fault, wrongdoing, or liability whatsoever or that class certification is appropriate.
21 Defendants continue to deny all liability and all of the claims, contentions, and each and
22 every allegation made by Plaintiffs in the Action. Nothing in this paragraph shall prevent
23 either Party from presenting the Agreement as evidence for purposes of enforcing the
24 Agreement.

25 **12.10 Tax Advice:** Neither Class Counsel nor Defendants' Counsel intends
26 anything contained herein to constitute legal advice regarding the tax consequences of any
27 amount paid hereunder, nor shall it be relied upon as such.
28

1 **12.11 Conflicts:** In the event of a conflict between this Agreement and any other
2 document prepared pursuant to the Settlement, the terms of this Agreement supersede and
3 control.

4 **12.12 California Law Governs:** All terms of this Settlement Agreement will be
5 governed by and interpreted according to the laws of the State of California.

6 **12.13 Class Action Certification for Settlement Purposes Only:** The Parties
7 agree to stipulate to class action certification only for purposes of the Settlement
8 Agreement. If, for any reason, the Settlement Agreement is not approved, the stipulation
9 to certification will be void. The Parties further agree that certification for purposes of the
10 Settlement Agreement is not an admission that class action certification is proper under
11 the standards applied to contested certification motions and that this Settlement
12 Agreement will not be admissible in this or any other proceeding as evidence that either:
13 (a) a class action should be certified regarding the merits of the claims and allegations at
14 issue in the Action; or (b) Defendants are liable to Named Plaintiffs or any Class Member,
15 other than according to the Settlement Agreement's terms. Defendants deny liability on
16 all claims made in the Action.

17 **12.14 Confidentiality and Mutual Non-Disparagement:** The Parties and their
18 respective counsel shall not issue any press release regarding the Settlement Agreement.
19 The Parties and their counsel further agree that they will not initiate any communication
20 with the press about this case. Notwithstanding the foregoing, Plaintiffs' Counsel may
21 communicate with Class Members for purposes of the Settlement. The Parties shall not
22 disparage or speak ill of the other(s) or any of their products, services, affiliates,
23 subsidiaries, officers, directors, employees or shareholders.

24
25
26 Dated: February 27, 2018

By: 

ANTONIO ORTEGA

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Dated: February 28, 2018

By: Ken Hagans
KEN HAGANS

Dated: February __, 2018

By: _____
[Print name]
Global Tel*Link Corporation

Dated: February __, 2018

By: _____
[Print Name]
Cooper Communications Group, Inc.

Approved as to form only.

Dated: February __, 2018

THE GRAVES FIRM

By: _____
ALLEN GRAVES
Attorney for Plaintiffs
Antonio Ortega and Ken Hagans

Dated: February __, 2018

GREENBERG TRAURIG, LLP

By: _____
ROBERT J. HERRINGTON
ADIL M. KHAN
Attorneys for Defendant
GTL Tel*Link Corporation

Dated: February __, 2018

WILSON ELSE, LLP

By: _____
DIANA M. ESTRADA
Attorneys for Defendant
Cooper Communications Group, Inc.

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Dated: February ____, 2018

By: _____
KEN HAGANS

Dated: February 27th, 2018

By: 
[Print name] Jeffrey B. Haidinger
Global Tel*Link Corporation

Dated: February ____, 2018

By: _____
[Print Name]
Cooper Communications Group, Inc.

Approved as to form only.

Dated: February 27, 2018

THE GRAVES FIRM

By: 
ALLEN GRAVES
Attorney for Plaintiffs
Antonio Ortega and Ken Hagans

Dated: February ____, 2018

GREENBERG TRAURIG, LLP

By: _____
ROBERT J. HERRINGTON
ADIL M. KHAN
Attorneys for Defendant
GTL Tel*Link Corporation

Dated: February ____, 2018

WILSON ELSER, LLP

By: _____
DIANA M. ESTRADA
Attorneys for Defendant
Cooper Communications Group, Inc.

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Dated: February ____, 2018

By:
KEN HAGANS

Dated: February 27th, 2018

By: 
[Print name] Jeffrey B. Harding
Global Tel*Link Corporation

Dated: February ____, 2018

By:
[Print Name]
Cooper Communications Group, Inc.

Approved as to form only.

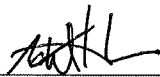
Dated: February ____, 2018

THE GRAVES FIRM

By:
ALLEN GRAVES
Attorney for Plaintiffs
Antonio Ortega and Ken Hagans

Dated: February 28, 2018

GREENBERG TRAURIG, LLP

By: 
ROBERT J. HERRINGTON
ADIL M. KHAN
Attorneys for Defendant
GTL Tel*Link Corporation

Dated: February ____, 2018

WILSON ELSER, LLP

By:
DIANA M. ESTRADA
Attorneys for Defendant
Cooper Communications Group, Inc.

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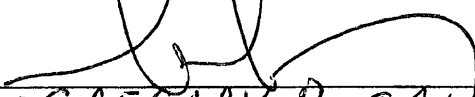
Dated: February ____, 2018

By:
KEN HAGANS

Dated: February 21st, 2018

By: 
[Print name] Jeffrey B. Harding
Global Tel*Link Corporation

Dated: February 28TH, 2018

By: 
[Print Name] GREGORY P. CANOVA
Cooper Communications Group, Inc.

Approved as to form only.

Dated: February ____, 2018

THE GRAVES FIRM

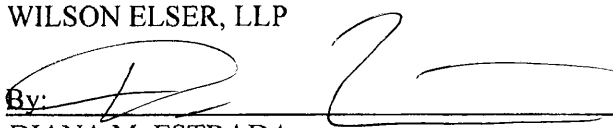
By:
ALLEN GRAVES
Attorney for Plaintiffs
Antonio Ortega and Ken Hagans

Dated: February ____, 2018

GREENBERG TRAURIG, LLP

By:
ROBERT J. HERRINGTON
ADIL M. KHAN
Attorneys for Defendant
GTL Tel*Link Corporation

Dated: February 28, 2018

WILSON ELSE, LLP
By: 
DIANA M. ESTRADA
Attorneys for Defendant
Cooper Communications Group, Inc.

A court authorized this Notice. This is not a solicitation from a lawyer.

THE LOS ANGELES COUNTY SUPERIOR COURT HAS PRELIMINARILY APPROVED A CLASS ACTION SETTLEMENT THAT MAY AFFECT YOU.

If you were employed by Global Tel*Link Corporation, (“GTL”) Cooper Communications Group, Inc., (Collectively “Defendants”) or specific subcontractors who provided Field Technicians to GTL in California Any Time Between October 6, 2012 and December 31, 2017, this settlement may affect your rights.

- The settlement provides a Total Settlement Amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000). If you worked for any of the Defendants or specific subcontractors who provided Field Technicians to GTL in a California between October 6, 2012 and December 31, 2017 you may be entitled to receive a payment from this fund.
- This proposed settlement will resolve a class action lawsuit pending in the Superior Court of the State of California, Los Angeles, titled *Ortega, et al. v. Global Tel*Link Corporation, et al.*, Case No. BC636438 (the “Action”). On **[PRELIMINARY APPROVAL DATE]**, the Court preliminarily approved the settlement.
- Your legal rights will be affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	You must submit a Claim Form by [NOTICE DATE + 45] to receive payment. If the Court grants final approval, each Class Member who files a Claim Form before the deadline will receive a payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself, you will get no payment.
OBJECT	You can write to the Settlement Administrator (explained below) about why you do not like the settlement. The Settlement Administrator will forward your objection to the Court and the parties in the lawsuit.
GO TO A HEARING	You can ask to speak to the Court about the fairness of the settlement.
DO NOTHING	If you do nothing, you will give up rights and receive no benefit.

YOU MUST FILE A CLAIM FORM TO RECEIVE PAYMENT

THE DEADLINE TO FILE A CLAIM FORM, OBJECT, OR EXCLUDE YOURSELF IS **[NOTICE DATE + 45]**

YOU CAN FILE BY MAILING THE ENCLOSED CLAIM FORM TO THE SETTLEMENT ADMINISTRATOR
OR BY SUBMITTING AN ONLINE CLAIM AT **[URL]**

WHY DID I GET THIS NOTICE?

You received this Notice because records show that you were employed by any Defendant or specific subcontractors who provided Field Technicians to GTL as an hourly employee in California sometime between October 6, 2012 and December 31, 2017. If these records are correct, you are a Class Member and you are entitled to receive payment if you return a Claim Form before the deadline and if the Court grants final approval of the settlement. You also have other options as described in this Notice.

QUESTIONS? CALL TOLL FREE **[1-800-000-000]**

WHAT IS THIS LAWSUIT ABOUT?

The two Settlement Class Representatives filed a complaint against Global Tel*Link Corporation (“GTL”) and Cooper Communications Group (“Cooper”) in the Los Angeles County Superior Court. The complaint makes five claims: 1) that Defendants required Service Technician employees to work overtime but failed to record the overtime or pay these employees at the appropriate overtime rate of pay; 2) that Defendants failed to pay wages on time; 3) that Defendants failed to provide accurate itemized wage statements to employees; 4) that Defendants failed to properly record work hours and meal breaks; and 5) that Defendant failed to provide Service Technician employee with meal breaks and failed to pay the extra wages due when employees are not relieved of duty for a timely meal breaks.

- All claims apply to employees who worked as Field Technicians (including Service Technicians and Site Technicians) .
- The untimely payment of wages claim includes a claim related to the timing of paychecks that relates to all hourly employees paid through GTL’s payroll system.
- The failure to track work hours claim applies to all hourly employees who worked for any of the Defendant Entities.

Defendants deny the allegations. Defendants contend that their policies, practices, and procedures were and are fully compliant with all applicable requirements of state and federal law. The Court has not made any ruling on the merits of this case. The attorneys for The two Settlement Class Representatives and Defendants have agreed to settle the Action, subject to the approval of the Court.

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

You are a Class Member, and therefore part of the settlement, if you were employed by Global Tel*Link Corporation, Cooper Communications Group, Inc., or a subcontractor who provided Field Technicians to GTL in California from October 6, 2012 through December 31, 2017. Past and current employees of Telmate LLC are not Class Members.

WHAT DOES THE SETTLEMENT PROVIDE?

If the Court grants final approval, Defendant will pay a Total Settlement Amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000). After paying all the fees, costs and expenses associated with the settlement, the parties estimate that a Net Distribution Amount of approximately \$385,833 will be available for distribution to the Class Members that file a Claim Form before the **[NOTICE DATE + 45]** deadline. Defendants estimate that there are approximately 79 Class Members. The entire Net Distribution Amount will be paid out to the Class Members who file a Claim Form before the **[NOTICE DATE + 45]** deadline.

The amount you are entitled to receive if you file a Claim Form before the deadline depends on several factors including: how many weeks you worked during the period covered by the settlement, the job in which you worked, and how many other Class Members file Claim Forms before the deadline. You can look on the attached Claim Form to see an estimate of the amount you might receive if you file a Claim Form before the deadline.

The parties estimate that the fees, costs and expenses associated with the settlement will be as follows: (i) Administration Costs estimated not to exceed Fifteen Thousand Dollars (\$15,000); (ii) a Fee Award, to be requested by Class Counsel, not to exceed Two Hundred and Ninety Thousand Dollars (\$290,000); (iii) a Cost Award, to be requested by Class Counsel, not to exceed Twenty-Five Thousand Dollars (\$25,000); (iv) a Service Payment Award, to be requested by the two Settlement Class Representatives, not to exceed a total of Twenty Thousand Dollars (\$20,000); and (v) a payment to the California Labor and Workforce Development Agency anticipated to be Thirty-seven Thousand Five Hundred Dollars (\$37,500).

QUESTIONS? CALL TOLL FREE **[1-800-000-000]**

HOW DO I RECEIVE A BENEFIT?

Enclosed with this Class Notice, you will find a Claim Form. **To receive any benefit from the settlement and recover a share of the Net Settlement Amount, you must complete and submit a Claim Form on or before [NOTICE DATE + 45].**

If you do not file a Claim Form before the deadline, you will not receive any payment under the settlement.

- To file online, have your Claim Form with you and go to [URL].
- To file by mail, you should mail your Claim Form to:

[SETTLEMENT ADMINISTRATOR]

Attn: Settlement of Ortega v. Global Tel*Link Corporation, et al.

[ADDRESS OF ADMINISTRATOR]

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You have the right to exclude yourself from (or “opt-out” of) the Class. If you exclude yourself, you will be giving up the right to receive any payment and the right to object, but you will be free to pursue claims individually against Defendant if you wish. Please note that if you exclude yourself from the Class but do not pursue your claims in a timely manner, some or all of your claims may be barred by the passage of time.

To exclude yourself from the Class, you must inform the Settlement Administrator in writing of your name, address, and your intention to be excluded. All Requests for Exclusion must be submitted online or be signed and mailed to the Settlement Administrator and postmarked no later than [NOTICE + 45 DAYS]. If you return a late Request for Exclusion, the Request will be deemed invalid and you will remain a member of the Class and will be bound by all of the terms of the settlement.

YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.

DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, THE REQUEST FOR EXCLUSION WILL BE DISREGARDED.

HOW DO I OBJECT TO THE SETTLEMENT?

If you do not exclude yourself, you have the right to object to the settlement. To object, you must send a written statement to the Settlement Administrator via certified mail stating that you object to the settlement. Your objection must include: (i) your full name, current address, and, if different, the address(es) used during the time of your employment for Defendant; (ii) a statement of the positions(s) and objection(s) asserted, including the factual and legal grounds for each position and objection asserted; and (iii) a copy of any documents supporting the position(s) and objection(s) asserted. You will not be excluded from the settlement by filing an objection, but you will be entitled to receive your respective share of the settlement only if you have also submitted a valid and timely Claim Form. All objections must be mailed to the Settlement Administrator via certified mail no later than [NOTICE + 45 DAYS].

DO I HAVE A LAWYER IN THE CASE?

The Settlement Class Representatives and the Settlement Class are represented by Allen Graves of The Graves Firm. You will not be personally charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

QUESTIONS? CALL TOLL FREE [1-800-000-000]

IS THERE A RELEASE OR WAIVER?

Yes. Unless you affirmatively exclude yourself, you will agree to the “Release” of claims as described in Sections 4.1-4.4 of the Settlement Agreement. The release covers a period from October 6, 2012 to December 31, 2017. That means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or other Released Parties about the legal issues in this case. It also means that the Court’s orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the legal claims you will give up if you remain in the settlement by visiting the settlement website at [\[URL\]](#). The full text of the release paragraphs from the settlement agreement is also shown below:

4.1 The “Released Claims” are all claims, causes of action, demands, rights and liabilities of every nature and description that are asserted in, arise from, or relate to the factual allegations and/or legal assertions made in the Action during the Release Timeframe. The release extends to all remedies that could be claimed for any Released Claim, including but not limited to statutory, constitutional, contractual, and common law claims for wages, damages, liquidated damages, expense reimbursement, interest, attorney fees and costs (other than as awarded to Class Counsel by the Court as part of the instant settlement), injunctive relief, punitive damages, liquidated damages, restitution, disgorgement, and civil and/or statutory penalties pursuant to the Fair Labor Standards Act and/or the California Wage Orders and Labor Code, including, without limitation, Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1198, 2699 et seq. and 2802.

4.2 The entities against whom claims are released include and are limited to Defendants and their past, present, and future parent entities, subsidiaries, divisions, affiliates, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), and each and all of their respective owners, management, officers, partners, and directors (collectively, the “Released Parties”). Telemate LLC is not a Released Party. The release does not apply to claims based on employment at Telmate.

4.3 Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, each member of the Settlement Class (other than those who timely request to be excluded), regardless of whether he or she has timely submitted a Claim Form, will fully release and discharge all Released Parties from all Released Claims.

WILL THERE BE A HEARING?

The Court will hold a Final Approval Hearing of the settlement on [\[DATE AND TIME\]](#) in the Superior Court of California, Los Angeles, located at 600 S. Commonwealth Ave., Los Angeles, CA 90005, Courtroom 308. For all hearings scheduled on or after April 15, 2018, the hearing location will be 312 N. Spring St., Los Angeles, CA 90012 in department 11. If objections have been received, the Court will consider them during this hearing. The Final Approval Hearing may be rescheduled to a later time, which time will be listed at [\[URL\]](#). If there are no objections, the settlement will become final shortly after the Court grants final approval. If there are objections, the settlement will become final after the Court grants final approval and either the time to appeal has expired or any appeal filed has been resolved.

You Are Not Required To Attend The Final Approval Hearing. However, you may appear, or may hire your own attorney, at your own expense, to speak at the Final Approval Hearing.

REMINDER OF IMPORTANT SETTLEMENT DATES AND DEADLINE

The following are important dates and deadlines under the proposed settlement:

Last Day to File a Claim:	[Notice + 45 DAYS]
Last Day to Submit Request for Exclusion:	[Notice + 45 DAYS]
Last Day to File and Serve Objections:	[Notice + 45 DAYS]
Final Approval Hearing:	[DATE]

QUESTIONS? CALL TOLL FREE [\[1-800-000-000\]](#)

IMPORTANT ADDRESSES

SETTLEMENT ADMINISTRATOR:

[SETTLEMENT ADMINISTRATOR]

[ADDRESS]

[PHONE NUMBER]

COURT:

Superior Court of California
County of Los Angeles
600 South Commonwealth Avenue
Los Angeles, California 90005

CLASS COUNSEL:

Allen Graves, Esq.
THE GRAVES FIRM
www.gravesfirm.com
122 N. Baldwin Ave., Main Floor
Sierra Madre, CA 91024
Telephone: (626) 240-0734
Facsimile: (626) 737-7013

QUESTIONS? CALL TOLL FREE **[1-800-000-000]**

SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY
Case No. BC636438

Claim Form & Release

*Ortega, et al. v. Global Tel*Link Corporation, et al.*
c/o [ADMINISTRATOR NAME]
[ADMINISTRATOR ADDRESS]

To Receive A Payment, You Must Sign And Mail This Claim Form On Or Before [NOTICE +45]

If the Settlement becomes effective, and my Claim Form is timely and valid I will be eligible to receive a payment calculated based on the information contained in the tear-off section on the right, and as stated in the Settlement Agreement and the Notice. As a member of the Settlement Class, I will also be releasing and discharging all of the Released Claims against Cooper Communications Group, Inc., Global Tel*Link Corporation, and other Released Parties, as described in the Settlement Agreement. By submitting this Claim Form, I consent to join in the Fair Labor Standards Act portion of the settlement and accordingly release all claims under the Fair Labor Standards Act ("FLSA"), 26 U.S.C section 216, et seq., arising out of or relating to the Released Claims. I understand I can review the Settlement Agreement at [URL].



Claim #: ABC-1234567-8

Name/Address Changes (if any):

First and Last Name

Street Address Line 1

Street Address Line 2

City, State Zip Code

IF YOU MOVE, send your CHANGE OF ADDRESS to the Settlement Administrator at the above address.
To submit a claim on behalf of an estate or incapacitated person, contact the Settlement Administrator.
If you have any questions regarding this Claim Form, contact the Settlement Administrator.

I declare that all of the above is true and correct.

Signature: _____ Home Telephone: (_____) _____

Date: _____ E-mail Address (optional): _____

*Ortega v. Global Tel*Link*
c/o [ADMINISTRATOR NAME]
[ADMINISTRATOR ADDRESS]

Tear off this stub
and **save** for your records.

Claim #: ABC-1234567-8
First Last

According to Defendant, you worked for one of the companies covered by the settlement in California for X weeks between October 6, 2012 and December 31, 2017. During that time, you worked in the following capacities: [CAPACITIES]. Based on this you have X credits. For a detailed breakdown of how your credits were calculated, review the Agreement available at [URL].

If 100% of Settlement Class Members return timely Claim Forms, the estimated value of a credit would be \$X and your total payment, if the Court approves the settlement, would be \$X. This is an estimate. The actual value may be higher or lower. Payments will be reduced by taxes and withholdings.

If you want to challenge the number of pay periods shown above, you must send a letter with your Claim Form to the Settlement Administrator and include proof supporting your challenge.

Carefully tear off stub before mailing Claim