

# PROOF OF CLAIM AND RELEASE

***JAMES GORMLEY, INDIVIDUALLY AND ON  
BEHALF OF ALL OTHERS SIMILARLY SITUATED,  
PLAINTIFF,***

***V.***

***MAGICJACK VOCALTEC LTD., GERALD VENTO,  
AND JOSE GORDO,  
DEFENDANTS.***

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CASE NO. 1:16-CV-01869

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# I. GENERAL INSTRUCTIONS

1. To recover as a member of the class based on your claims in the action entitled *Gormley v. magicJack Vocaltec Ltd. et al*, 1:16-cv-01869 (the "Action"), you must complete and, on page 8 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Class Settlement Fund created in connection with the proposed settlement of the Action.<sup>1</sup>
2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of settlement in the Action.
3. **YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED NO LATER THAN JANUARY 17, 2018, ADDRESSED AS FOLLOWS:**

*Gormley v. magicJack Vocaltec Ltd. et al*,  
c/o JND Legal Administration  
PO Box 6847  
Broomfield, CO 80021  
1-844-853-3425

4. If you are a Class Member, you are bound by the terms of any judgment entered in the Action, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM** unless you timely and validly request exclusion from the Settlement Class pursuant to the Notice.

# II. CLAIMANT IDENTIFICATION

1. If you sold or divested magicJack securities during and inclusive of the period November 12, 2013 and March 12, 2014, and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is a record purchaser.
2. Use Part II of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of magicJack securities which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF THE MAGICJACK SECURITIES UPON WHICH THIS CLAIM IS BASED.**
3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them; their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

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<sup>1</sup> Unless otherwise stated, all terms used in this Proof of Claim and Release shall have the same meanings as set forth in the Stipulation and Agreement of Class Settlement filed with the Court.

Last Name (beneficial owner)

First Name (beneficial owner)

Last Name (joint beneficial owner, if applicable)

First Name (joint beneficial owner, if applicable)

Mailing Address – Line 1: Street Address/P.O. Box

Mailing Address – Line 2 (If Applicable): Apartment/Suite/Floor Number

City

State/Province

Zip/Postal Code

Country

Individual

Last 4 digits of Claimant Social Security/Taxpayer Identification Number<sup>2</sup>

Corporation/Other

Daytime Telephone Number

Evening Telephone Number

Record Owner's Name (if different from beneficial owner listed above)

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<sup>2</sup> The last four digits of the taxpayer identification number (TIN), consisting of a valid Social Security Number (SSN) for individuals or Employer Identification Number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim.

### III. CLAIM FORM

1. Use Part IV of this form entitled “Schedule of Transactions in magicJack Securities” to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
2. On the schedules, provide all of the requested information with respect to **all** of your purchases or acquisitions and **all** of your sales of magicJack securities which took place at any time beginning November 12, 2013 through March 12, 2014, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to all of the shares of magicJack securities you held at the close of trading on March 12, 2014. Failure to report all such transactions may result in the rejection of your claim.
3. List each transaction in the Class Period separately and in chronological order by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.
4. Broker confirmations or other documentation of your transactions in magicJack securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.
5. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims.
6. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the settlement website at [www.magicjacksecuritieslitigation.com](http://www.magicjacksecuritieslitigation.com) or you may email the Claims Administrator’s electronic filing department at [MAGSecurities@JNDLA.com](mailto:MAGSecurities@JNDLA.com). Any file not in accordance with the required electronic filing format will be subject to rejection.

# IV. SCHEDULE OF TRANSACTIONS IN MAGICJACK SECURITIES

A. Number of shares of magicJack securities held at the close of trading on November 11, 2013:

B. Purchases or acquisitions of magicJack securities between November 12, 2013 and March 12, 2014, inclusive:

Trade Date Mo. Day Year	Number of Securities Purchased or Acquired	Total Purchase Price
/ /		\$
/ /		\$
/ /		\$

C. Sales or dispositions of magicJack securities between November 12, 2013 and March 12, 2014, inclusive:

Trade Date Mo. Day Year	Number of Securities Sold or Disposed	Total Transaction Price
/ /		\$
/ /		\$
/ /		\$

D. Number of shares of magicJack securities held at the close of trading on March 12, 2014

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 8. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

# V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement, dated September 20, 2017 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our claim) as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to Lead Counsel to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases or sales of magicJack securities during the Class Period and know of no other Person having done so on my (our) behalf.

## VI. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge all of the Released Claims.

2. “Related Persons” of a Person or entity means any of that Person or entity’s past, present or future controlling persons, directors, officers, employees, parents, partners, members, principals, agents, owners, fiduciaries, shareholders, related or affiliated entities, subsidiaries, divisions, accountants, auditors, attorneys, associates, consultants, advisors, entities providing fairness opinions, insurers, co-insurers, reinsurers, trustees, estates, beneficiaries, administrators, foundations, underwriters, banks or bankers, personal or legal representatives, divisions, joint ventures, spouses, domestic partners, family members, heirs, executors, or any other person or entity acting or purporting to act for or on behalf of that Person or entity, and each of their respective predecessors, successors and assigns, and any trusts for which any of them are trustees, settlors, or beneficiaries.

3. “Released Claims” means any and all claims (including Unknown Claims as defined herein), duties, debts, demands, rights, disputes, suits, matters, damages, losses, obligations, proceedings, issues, judgments, liabilities, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, whether compensatory, consequential, special, punitive, exemplary or otherwise; restitution, rescission; interest; attorneys’ fees; expert or consulting fees; and any other costs, expenses, charges, or liability whatsoever), whether based on federal, state, local, statutory, common, administrative, or foreign law or any other law, rule or regulation, or at equity, whether known or unknown, contingent or absolute, mature or unmature, discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, liquidated or unliquidated, accrued or unaccrued, matured or unmatured, at law or in equity, whether class, derivative, or individual in nature, which now exist, or heretofore have existed, been asserted, or that could have been asserted by the Lead Plaintiff or any member of the Settlement Class against Defendants and their respective Related Persons based upon, arising out of, or relating in any way to the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations or omissions set forth in the Amended Complaint. Released Claim(s) does not include claims to enforce the Settlement.

4. “Unknown Claims” means any and all claims, of every nature and description, that Lead Plaintiff and/or any member of the Settlement Class does not know or suspect to exist in his, her, or its favor at

the time of the release of the Released Persons which, if known by him, her, or it, would or might have affected his, her, or its settlement with and release of the Released Persons, or would or might have affected his, her, or its decision not to object to this Settlement or not to exclude himself, herself, or itself from the Settlement Class or to release the Released Claims. Lead Plaintiff and members of the Settlement Class may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff upon the Effective Date shall expressly, fully, finally, and forever settle and release, and each member of the Settlement Class, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive, and each of the members of the Settlement Class shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 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.

Lead Plaintiff acknowledge, and the members of the Settlement Class shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims and the foregoing waiver were separately bargained for and a key element of the Settlement of which this release is a material and essential part.

5. This release shall be of no force or effect unless and until the Court approves the Settlement set forth in the Stipulation and it becomes effective on the Effective Date.

6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

7. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in magicJack securities that occurred during the Class Period as well as the number and type of magicJack securities held by me (us) at the opening of trading on November 12, 2013, and the close of trading on March 12, 2014.

8. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City/State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
Capacity of person(s) signing, e.g., Beneficial  
Purchaser, Executor or Administrator)

\_\_\_\_\_  
Capacity of person(s) signing, e.g., Beneficial  
Purchaser, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**



# VII. REMINDER CHECKLIST



**Please sign the above release and certification.** If this Claim is being made on behalf of Joint Claimants, then both must sign.

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Remember to attach **copies** of supporting documentation, if available. **Do not send originals of certificates.**

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**Do not use red pen or highlighter** on the Proof of Claim and Release form or supporting documentation.

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Keep copies of the completed Claim Form and all supporting documentation for your own records.

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The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard

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If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.

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**THIS PROOF OF CLAIM FORM MUST BE POSTMARKED NO LATER THAN JANUARY 17, 2018, ADDRESSED AS FOLLOWS**

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