UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

EDWARD M. WALSH and DAVID F. KESLER, Plaintiff, vs. GLOBALSTAR, INC., Defendant.	Case No. 07-CV-01941 TEH **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, APPROVAL OF FORM OF NOTICE, AND PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, APPROVAL OF FORM OF NOTICE, AND PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

WHEREAS, Plaintiffs Edward M. Walsh and David F. Kesler and Defendant Globalstar, Inc. ("Globalstar") have entered into a Stipulation and Agreement of Settlement dated September 14, 2009 and amended on April 2, 2010 (collectively, the "Stipulation") in the above-captioned matter (the "Action");

WHEREAS, the Stipulation sets forth the terms and conditions of a proposed class action settlement and dismissal with prejudice of this action (the "Settlement"), and the parties have requested preliminary approval of the Settlement set forth therein;

WHEREAS, having reviewed the Stipulation and its exhibits and the pleadings and other papers on file in this action, the Court finds that preliminary approval of the Stipulation and proposed Settlement should be granted, and all defined terms in this Order shall have the same meaning assigned to them in the Stipulation;

NOW, after review of the Stipulation, and the matter having come before the Court by hearing on March 29, 2010; and the Plaintiffs having appeared by Donna F. Solen, Esq., of the law firm of Mason LLP and Michael Ram, Esq., of the law firm of Ram & Olson, LLP, and the Defendant having appeared by Jonathan A. Shapiro, Esq., and Christopher B. Zimmerman, Esq., of the law firm of Wilmer Cutler Pickering Hale and Dorr LLP, on application of the Parties and based on the record;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

(1) The Court grants preliminary approval of the Stipulation and proposed Settlement set forth therein and all terms used herein shall have the same meaning as set forth in the Stipulation.

(2) Staying the Action. All discovery and other pretrial proceedings in this Action are hereby stayed and suspended until further order of the Court.

(3) Jurisdiction. Pending resolution of the settlement proceedings in this matter, the Court hereby asserts jurisdiction over the members of the Settlement Class for purposes of effectuating this Settlement and releasing their claims.

(4) Class Certification for Settlement Purposes Only. The Court preliminarily finds that the proposed Settlement Class meets all of the applicable requirements under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court conditionally certifies the following Settlement Class:

> All persons who were Subscribers to the Globalstar Satellite Service in the United States and were not in Default on their subscription payments at any time from January 1, 2006 to February 28, 2007.
>
> The Settlement Class shall exclude: *(i)* Globalstar and employees of Globalstar, members of the immediate family (parents, spouses, siblings and children) of Globalstar employees, and any subsidiary or affiliate of Globalstar or related entities; *(ii)* Government Customers; *(iii)* Resellers or Customers or Resellers; and, *(iv)* any person who participated in the Canadian Settlement.

The Court directs that, for the sole purpose of settlement, and without an adjudication on the merits, the Action shall proceed as a class action on behalf of the Settlement Class.

(a) Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of settlement only, the Court finds that the Settlement Class identified by this Order is ascertainable, that the size of the Settlement Class is numerous, and that it would be impracticable to join all Settlement Class Members as individual parties.

(b) Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of settlement only, the Court finds that the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class. Plaintiffs allege harm for the same alleged wrongs, and the same alleged harm appears to apply to members of the Settlement Class. The Court also finds for the purposes of settlement only, that certification of the Settlement Class is the superior method for resolving the disputes between the Parties. The Court further finds, for the purposes of settlement

only, that members of the Settlement Class will benefit from the relief obtained in the proposed Settlement.

(c) Should the settlement not be finally approved or implemented for any reason or should the Stipulation be terminated as provided therein, the Settlement Class shall be deemed decertified and entry of this Order shall not prejudice the rights of Defendant to oppose certification of this action pursuant to Fed. R. Civ. 23.

(5) Class Representatives and Co-Lead Class Counsel. Edward M. Walsh and David F. Kesler are designated as Class Representatives for the purpose of seeking approval of the settlement of the Action. The law firms of Mason LLP, Audet & Partners, LLP, and Ram & Olson LLP are hereby designated as Co-Lead Class Counsel for the Class.

(6) Granting Preliminary Approval. The Stipulation and Settlement Agreement are preliminarily approved as fair, reasonable and in the best interests of the Settlement Class, subject to the right of any Settlement Class Member to challenge the Settlement Agreement and to show cause, if any exists, why a Final Order and Judgment dismissing this Action (based on the Settlement Agreement) should not be entered after due and adequate notice to the Settlement Class and a Fairness Hearing as ordered herein.

(7) Findings Regarding Proposed Settlement. The Court finds that: *(i)* the proposed settlement resulted from extensive arm's-length negotiation and was concluded only after Class Counsel had conducted extensive discovery; and, *(ii)* the proposed settlement evidenced by the Stipulation and Settlement Agreement is sufficient to warrant *(a)* notice thereof to the members of the Class and *(b)* a full hearing on the settlement.

(8) Fairness Hearing. A hearing (the "Fairness Hearing") will be held on **Monday, October 4, 2010, at 10:00am** in Room 12 of the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California, 94102, to determine: *(i)* whether the Action should be finally certified for class action settlement purposes; *(ii)* whether the Settlement of the Action should be approved as fair, reasonable and adequate; *(iii)* whether the Action should be dismissed with prejudice pursuant to the terms of the Stipulation; *(iv)* whether

Settlement Class Members should be bound by the Release set forth in the Stipulation; *(v)* whether Settlement Class Members should be subject to a Permanent Injunction that, among other things, bars Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating as class members in, any lawsuit in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances related thereto, in this Action; and *(vi)* whether the application of Class Counsel for an award of Attorneys' Fees and expenses should be approved. The Parties' initial submissions in support of the Settlement and responses, if any, to any objections or appearances filed pursuant to Paragraph 14 of this Order shall be filed with the Court no later than **Monday, September 20, 2010**.

(9) Pre-Hearing Notices.

(a) Notice by Mail. Notice substantially in the form filed with this Court as Exhibit 1 hereto (the "Class Notice") shall be mailed, at the Defendant's expense, by first-class mail, postage prepaid, no later than **June 7, 2010**, to the last known address of each member of the Class.

(b) Class Publication Notice. Summary form of the Class Notice substantially in the form filed with this Court as Exhibit 2 hereto, shall be published, at the Defendant's expense, once in the national edition of *USA Today* no later than **June 21, 2010**.

(c) Remailing and Additional Notice. Globalstar or an administrator shall remail any notices returned by the Postal Service with a forwarding address that are received by Globalstar or the administrator at least **sixty (60) days before the Fairness Hearing**.

(d) Proof of Mailing. At or before the Fairness Hearing, the Defendant or an administrator shall file with the Court a proof of mailing of the Class Notice.

(e) CAFA Notice. The Court finds that service of this Stipulation together with the materials specified in 28 U.S.C. § 1715(b) upon the entities and individuals listed in Exhibit 3 no later than ten (10) days after the Stipulation was filed with the Court, shall constitute sufficient notice to the appropriate federal and state officials pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715.

(10) Findings Concerning Notice. Having considered, among other factors *(i)* the various methods by which notice to members of the Settlement Class might be given, *(ii)* the stake of each member of the Settlement Class, and *(iii)* the likelihood that significant numbers of Settlement Class Members might desire to exclude themselves from the Settlement Class or appear individually, the Court finds that notice given in the form and manner provided in paragraph 9 of this Order is the best practicable notice and is reasonably calculated, under the circumstances, to apprise members of the Class *(a)* of the pendency of this Action, *(b)* of the terms of the Settlement, *(c)* of the binding effect of any judgment approving the Settlement on those who do not exclude themselves from the Settlement Class, *(d)* of the manner in which Class Counsel will be compensated, *(e)* of the manner in which any additional compensation will be provided to named Plaintiffs, *(f)* of their right to exclude themselves from the proposed settlement, *(g)* that any judgment, whether favorable or not, will include all Settlement Class Members who have not been excluded, and *(h)* that any Settlement Class Member who has not been excluded may object to the settlement and, if he or she desires, enter an appearance either personally or through counsel. The Court further notes that the Class Notice provided in the Stipulation is written in simple English and is readily understandable by members of the Settlement Class. In sum, the Court finds that such notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to be provided with notice, and that it meets the requirements of due process, the Federal Rules of Civil Procedure and the Rules of the Court.

(11) Communications with Class Members. Globalstar is authorized to communicate with members of the Settlement Class about the Action and the terms of the proposed Settlement provided for in the Stipulation, and to engage in any other communication within the normal course of its business.

(12) Retention of Administrators. The Court authorizes Globalstar, in consultation with Co-Lead Class Counsel, to retain Rust Consulting, Inc., to help implement the terms of the proposed settlement, and authorizes such administrators to assist the Defendant in *(i)* mailing the Class Notice,

and *(ii)* carrying out such other responsibilities as are provided for in the Stipulation or may be agreed to by the Parties in the Action.

(13) Exclusion from Class.

(a) Requests for Exclusion. Any member of the conditional Settlement Class who wishes to be excluded from the Class must send a written request for exclusion to the Administrator, with copies to Globalstar's Counsel and Class Counsel, by first-class mail, postage prepaid, to the following addresses:

Administrator:
Rust Consulting, Inc.
P.O. Box 24767
West Palm Beach, FL 33418
Re: Edward M. Walsh and David F. Kesler v. Globalstar, Inc., Case No. 07-CV-01941-TEH

Co-Lead Class Counsel:
Donna F. Solen, Esq.
Mason LLP
1625 Massachusetts Ave., NW, Suite 605
Washington, DC 20036
Co-Lead Class Counsel for Plaintiffs and the Class

Globalstar's Counsel:
Jonathan A. Shapiro, Esq.
Wilmer Cutler Pickering Hale and Dorr LLP
117 California Avenue
Palo Alto, California 94304
Counsel for Globalstar

Any such exclusion request must be postmarked no later than **September 3, 2010**. Any such exclusion request shall contain the original signature of the Settlement Class Member, his, her, or its name, current postal address, current telephone number, Globalstar account number and a specific statement that the conditional Settlement Class member requests to be excluded from the Settlement Class. If the proposed Settlement is approved, any member of the Settlement Class who has neither submitted an appropriate, timely, written request for exclusion from the Settlement Class, nor has been excluded pursuant to paragraph 13(b) below, shall be bound by all subsequent proceedings, orders and judgments in this Action, even if he, she or it has pending or subsequently initiates

litigation encompassed by the Settlement Class Members' Release against the Defendant relating to the claims released in the Stipulation.

(b) Class Members Involved in Bankruptcy Proceedings. If, on or before the Final Settlement Date, any Settlement Class Member is a debtor subject to a pending bankruptcy proceeding with respect to such Class Member under the federal bankruptcy laws (a "Bankruptcy Proceeding"), such Settlement Class Member shall be excluded from the Settlement Class and neither the Settlement Agreement nor the Final Order and Judgment (including, without limitation, the Release and the relief provided therein) shall have any effect with respect to the Settlement Class Member, unless on or before the Final Settlement Date: *(i)* a final order and judgment approving and incorporating the terms of the Settlement Agreement as to such Settlement Class Member (in its entirety and without qualification or conditions that affect Globalstar's rights thereunder), or such other final order and judgment that the Parties agree to, has been entered by the federal court having jurisdiction over such Bankruptcy Proceeding; and *(ii)* the Settlement Class Member files such an order with this Court and delivers to Class Counsel and Globalstar's Counsel copies of the same at the addresses set forth in paragraph 14(a) below.

(14) Objections and Appearances.

(a) Written Objections. Any Settlement Class Member who has not been excluded from the Settlement Class and who complies with the requirements of this paragraph may object to any aspect of the proposed Settlement and/or the award of Attorneys' Fees and expenses, either on his, her or its own or through an attorney hired at his, her or its expense. Any Settlement Class Member who wishes to object to the proposed settlement must file with the Court and deliver to Co-Lead Class Counsel for the Class and Globalstar's Counsel a written statement of objection by no later than **September 3, 2010**. Such statement shall include the specific reason(s), if any, for each objection, including any legal support, evidence, papers or briefs that the Settlement Class Member

wishes the Court to consider, shall include a reference to the case name and number, the Settlement Class Member's name, current postal address, current telephone number, and Globalstar account number, and shall be provided to each of the following:

Clerk of the Court
U.S. District Court for the Northern District of California
450 Golden Gate Avenue, 16th Floor
San Francisco, California 94102
Re: Edward M. Walsh and David F. Kesler v. Globalstar, Inc., Case No. 07-CV-01941-TEH

Donna F. Solen, Esq.
Mason LLP
1625 Massachusetts Ave., NW, Suite 605
Washington, DC 20036
Co-Lead Class Counsel for Plaintiffs and the Class

Jonathan A. Shapiro, Esq.
Wilmer Cutler Pickering Hale and Dorr LLP
117 California Avenue
Palo Alto, California 94304
Counsel for Globalstar

Any Settlement Class Member who does not timely file and serve a written objection pursuant to the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the settlement, and any objection that is not timely or validly made shall be barred.

(b) Appearance at Settlement Hearing. Any Settlement Class Member who files and serves a timely and valid written objection pursuant to the terms of paragraph 14(a) of this Order and complies with the requirements of this paragraph may also appear at the Fairness Hearing either in person or through counsel retained at the Settlement Class Member's expense. Settlement Class Members or their attorneys intending to appear at the Fairness Hearing must deliver to Co-Lead Class Counsel for the Settlement Class and Globalstar's Counsel and file with the Court, at the address specified in paragraph 14(a) of this Order, by no later than **September 3, 2010**, notice of intention to appear, setting forth the case number, and the name, current address, current telephone number and Globalstar account number of the Settlement Class Member (and if applicable, the name of the Settlement Class Member's attorney). Any Settlement Class Member who does not timely

and validly file and serve a notice of intention to appear pursuant to the terms of this paragraph shall not be permitted to appear, except for good cause.

(15) Preliminary Injunction. All Settlement Class Members who have not been excluded from the Settlement Class (and all persons acting on behalf of Settlement Class Members who have not been excluded from the Settlement Class) are hereby enjoined from *(i)* directly, representatively or in any other capacity filing, commencing, prosecuting, intervening in, or participating in and/or continuing to prosecute or participate in, or receiving any benefits or other relief from, directly or indirectly (as class members or otherwise), any action, lawsuit, or other proceeding, in any jurisdiction based on or relating to any of the claims and causes of action in this Action and/or subject of the Settlement Class Members' Release, or the facts and circumstances relating thereto; and *(ii)* organizing Settlement Class Members who have not been excluded from the Class into a separate class for purposes of pursuing as a purported class action or any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to the claims and causes of action in this Action and/or the subject of the Settlement Class Members' Release, or the facts and circumstances relating thereto. This Court finds that the issuance of this preliminary injunction is necessary and appropriate to aid the Court's jurisdiction over the Action and to protect and effectuate the Court's preliminary approval and consideration of the Settlement Agreement.

(16) Deadline for Petition for Attorneys' Fees and Expenses. Class Counsel shall file with this Court their petition for an award of attorneys' fees and reimbursement of expenses and request for incentive awards to the Class Representatives no later than **Monday, August 23, 2010**. Any objections or responses to the petition shall be filed no later than **Monday, September 13, 2010**. Class Counsel may file a reply to any opposition memorandum filed by any objector no later than **Monday, September 20, 2010**.

(17) Appointment of Settlement Administrator. Rust Consulting, Inc., is hereby appointed Settlement Administrator to carry out the duties set forth in this Order and the Settlement Agreement.

(18) Service of Papers. Globalstar's Counsel and Class Counsel shall serve on each other and on all other parties who have filed notices of appearance, at or before the Fairness Hearing, any further documents in support of the proposed Settlement, including responses to any papers filed by Settlement Class Members. Globalstar's Counsel and Co-Lead Class Counsel shall promptly furnish to each other any and all objections or written requests for exclusion that may come into their possession and shall file such objections or requests for exclusion with the Court on or before the date of the Fairness Hearing. Class Counsel and Globalstar's Counsel shall be prepared at the Fairness Hearing to respond to any objections filed by Settlement Class Members and to provide other information, as appropriate, bearing on whether or not the settlement should be approved by the Court.

(19) Termination of Settlement. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if: *(i)* the proposed Settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Stipulation; or *(ii)* the proposed Settlement is terminated in accordance with the Stipulation or does not become effective as required by the terms of the Stipulation for any other reason. In such event, the proposed Settlement and Stipulation shall become null and void and be of no further force and effect, and neither the Stipulation nor the Court's orders, including this Order, shall be used or referred to for any purpose whatsoever.

(20) Use of Order. This Order shall be of no force or effect if the Settlement does not become final, and shall not be construed or used as an admission, concession or declaration by or against Defendant or Plaintiffs or members of the Settlement Class of the validity of any claim or counterclaim or any actual or potential fault, wrongdoing or liability whatsoever, or by or against Plaintiffs, members of the Settlement Class or Defendant, that their claims or counterclaims lack

merit or that the relief requested in the Third Amended Complaint or any counterclaims are inappropriate, improper, or unavailable, or as a waiver by any Party of any defense or claims it or they may have.

(21) Reservation of Rights. The Court reserves the right to approve the Stipulation with such modifications as may be agreed by the Parties and without requiring further notice to the Class Members.

(22) Continuation of Hearing. The Court reserves the right to continue the Fairness Hearing without further written notice.

IT IS SO ORDERED.

THELTON E. HENDERSON, JUDGE
UNITED STATES DISTRICT COURT

Dated: May 17, 2010

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

EDWARD M. WALSH and DAVID F. KESLER, Plaintiff, vs. GLOBALSTAR, INC., Defendant.	)))))))))))	Case No. 07-CV-01941 TEH

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL FAIRNESS HEARING

TO: All persons who were subscribers to GLOBALSTAR, INC. satellite voice and data services in the United States and were not in default on their subscription payments at any time from January 1, 2006 to February 28, 2007 (the "Class").

PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE.

YOU NEED NOT RESPOND TO THIS NOTICE IN ORDER TO RECEIVE BENEFITS THAT MAY BE AVAILABLE UNDER THE SETTLEMENT.

IF YOU DO NOT WANT TO BE A PART OF THE SETTLEMENT, YOU MUST EXCLUDE YOURSELF BY _____, 2010.

- There is a proposed settlement of a class action lawsuit known as *Walsh v. Globalstar, Inc.*, 07-CV-01941 TEH, that is pending in the U.S. District Court for the Northern District of California (the "Litigation"). The proposed Settlement is with Globalstar, Inc. ("Globalstar" or the "Defendant") concerning the provision of allegedly defective two-way voice and data communications services through Globalstar's satellite network.

- You may be included in this proposed Settlement if you subscribed to Globalstar's satellite voice and data services in the United States and were not in default on your subscription payments in the period beginning January 1, 2006 through February 28, 2007 (the "Class Period"), subject to certain eligibility criteria described in this Notice.

- The Court presiding over this case still has to decide whether to give final approval to the proposed Settlement. Valid requests for relief under the terms of the Settlement Agreement will be honored if the proposed Settlement is approved.

1. WHY YOU RECEIVED THIS NOTICE: You received this Notice because: Globalstar's billing records show that you subscribed to Globalstar satellite phone service during the Class Period and were not in default on your subscription payments; or, you downloaded it through the Settlement website, *www.satphonesettlement.com*.

2. WHAT THIS LAWSUIT IS ABOUT: The lawsuit alleges that Globalstar sold satellite telephones and satellite communication services when it knew, but failed to disclose, that its service was deteriorating and would not work for communicating from locations where cellular or landline service is limited or unavailable.

Globalstar believes that it has always dealt with its customers fairly and openly, and certainly did not hide anything. It denies any wrongdoing and makes no admission of liability by agreeing to the proposed Settlement described in this Notice. Nonetheless, the Defendant has concluded that further conduct of the Litigation would be expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions described in this Notice.

3. WHY THIS IS A CLASS ACTION: In a class action, one or more people called "class representatives" sue on behalf of themselves and other people who have similar claims. The people together are a "class" or "class members." A court must determine if a lawsuit or a settlement should proceed as a class action. If it does proceed as a class action, there may be a trial. A trial then decides the lawsuit for everyone in the class. Sometimes, the parties may settle without a trial.

The parties have agreed to this proposed Settlement that includes Current Subscribers and Former Subscribers, subject to certain limitations described in this Notice. The Court has preliminarily approved this proposed Settlement and will hold a hearing to decide whether it should be finally approved. (See Section 10 below). United States District Judge Thelton E. Henderson is presiding over this class action. This proposed Settlement will not become effective unless it is finally approved.

4. CLASS COVERED BY THE PROPOSED SETTLEMENT: You are included in the Settlement if you were a subscriber to Globalstar satellite telephone services in the United States and were not in default on your subscription payments at any time during the Class Period. Excluded from the Class are subscribers to Globalstar satellite communication services outside the United States, the District of Columbia, and U.S. territories; Globalstar and employees of Globalstar, members of the immediate family (parents, spouses, siblings, and children) of employees of Globalstar, and any Globalstar subsidiary or Globalstar affiliate; government customers (*i.e.*, any federal state, local, or municipal purchasers, or any others who purchase on behalf of government customers or pursuant to a government plan); resellers (*i.e.* purchasers of Globalstar goods and services that retain and bill clients directly); customers of resellers; and any person who participated in Globalstar's Canadian settlement reached in the Quebec Superior Court on June 25, 2008.

If you fall within the definition of the Class in the prior paragraph, you are a "Class Member" and there is nothing you need to do to remain a Class Member. You need not do anything to become part of the Class.

If you are a Class Member and do not exclude yourself from the Class (as explained below), you will become a "Settlement Class Member," and you will be bound by all proceedings, orders, and judgments entered in connection with the proposed Settlement, including the release and dismissal with prejudice described below.

The Court has appointed the following lawyer as Lead Counsel to represent the Settlement Class for purposes of the proposed Settlement:

Donna F. Solen
MASON LLP
1625 Massachusetts Avenue NW, Suite 605
Washington, DC 20036

5. PROPOSED SETTLEMENT BENEFITS: If you are a Settlement Class Member (that is, if you are a Class Member who does not exclude him or herself from the Settlement Class as described above) and the proposed Settlement is approved, you will be entitled to relief.

Notification of Eligibility for Settlement Benefits – Second Notice Package: If the Court approves the Settlement, you will be sent a Post-Settlement Notice describing the form of relief available to you and how you may obtain that relief. Different forms of relief will be available for persons who were subscribers to Globalstar's satellite service at any time during the Class Period and are still subscribers ("Current Subscribers"), and persons who were subscribers at any time during the Class Period but were not current subscribers as of the date of the Fairness Hearing ("Former Subscribers"). (See Section 11 below).

Current Subscribers: If the Court approves the Settlement, Current Subscribers may choose from three forms of relief:

- *Continued Service* –If you are a Current Subscriber and continue to subscribe to a limited service plan, you will receive a credit of an additional one-hundred and fifty (150) anytime minutes usable for a period of twelve (12) months commencing on the date when both the Court has entered a Final Order and Judgment approving the Settlement and the time to review, appeal or alter that Final Order and Judgment has expired (the "Final Settlement Date"), provided your account is current and in good standing. If you continue to subscribe to an unlimited service plan, you will receive a fifty dollar ($50.00) credit to your Globalstar account to be posted twelve (12) months following the Final Settlement Date, provided your account is current and in good standing.

- *Change in Service* –If you are a Current Subscriber and choose to enroll in the Evolution Monthly Plan at $34.95 per month (unlimited home minutes and voicemail included), Globalstar will waive the fifty dollar ($50.00) activation fee for changing service plans, continue to offer the terms of the Evolution Monthly Plan to you through January 31, 2011 and, make a fifty dollar ($50.00) credit to your Globalstar account twelve (12)

months following the Final Settlement Date, provided your account is current and in good standing.

- *Termination of Service* – If you are a Current Subscriber who wishes to cancel your plan, the Settlement allows you to do so without incurring termination fees and receive a proportionate refund of any unused amount in prepaid plans and a check for $75.00, provided that you return your Globalstar satellite telephone in working condition with the battery and the charger; if you return your Globalstar satellite telephone in working condition absent the battery and the charger, the Settlement provides that you will receive a check for $25.00.

Former Subscribers: If the Court approves the Settlement, Former Subscribers may choose from two forms of relief:

- *Reactivation of Service* - If you are a Former Subscriber who wishes to reactivate your Globalstar service with the purchase of a limited plan before January 31, 2011 and your account is current and in good standing, the Settlement provides: (a) a $400.00 voucher against the purchase of a new Globalstar satellite telephone model GSP-1700 (current retail price is $999.00) valid for any purchase prior to July 31, 2011 with the reactivation; (b) a waiver of the $50 activation fee; and (c) a service credit of an additional 150 anytime minutes usable for 12 months after the Final Settlement Date. If you are a Former Subscriber who wishes to reactivate your Globalstar service with the purchase of an unlimited plan before January 31, 2011 and your account is current and in good standing, the Settlement provides: (a) a $400.00 voucher against the purchase of a new Globalstar satellite telephone model GSP-1700 (current retail price is $999.00) valid for any purchase prior July 31, 2011 with the reactivation; (b) a waiver of the $50 activation fee; and (c) a $50 credit to your account posted 12 months after the Final Settlement Date.

- *Return of Equipment* - If you are a Former Subscriber who wishes to return your Globalstar satellite telephone in working condition with the battery and the charger, the Settlement provides that you will receive a check for $75.00; if you return your Globalstar satellite telephone in working condition absent the battery and the charger, the Settlement provides that you will receive a check for $25.00.

No Cost to You: The cost of Settlement notice, administration costs, and attorneys' fees and expenses will be paid by Globalstar. These costs will in no way reduce the benefits available to Settlement Class members.

Relevant Information Regarding Globalstar's Satellite Network: Globalstar has entered into contracts for the construction of a second-generation of low-earth-orbit satellites, which it expects to improve the availability of two-way voice and data communication services and extend the life of its satellite network until at least 2025. Globalstar currently expects the first of four launches of six second-generation satellites each to take place in the late summer of 2010 and the fourth launch to be completed in the late spring or early summer of 2011. Circumstances presently unforeseen could delay the second-generation satellite launches. After its second-generation constellation becomes operational, Globalstar may increase prices, consistent with

market conditions, to reflect improved two-way service and coverage. However, Globalstar may not be able to launch or operate all or some of its second-generation satellites successfully, impairing its ability to offer improved two-way voice and data communication services.

6. IF THE COURT APPROVES THE PROPOSED SETTLEMENT: If the Court approves the proposed Settlement, it will enter a Final Order and Judgment dismissing the lawsuit with prejudice, and releasing all related legal claims against the Defendant and parties related to it. This means that Settlement Class Members will be forever barred from bringing, continuing, or being part of any other lawsuit based on their dealings and relationship with Globalstar, and their subscription to Globalstar service, use of a Globalstar telephone or any of the allegations in the lawsuit. ***If you are a Class Member and do not want to be barred from bringing, continuing, or being part of such a lawsuit, you must exclude yourself from the Class and the proposed Settlement.***

All Settlement Class Members will forever be barred from bring all claims (including "Unknown Claims" as defined herein), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, by the Plaintiffs or any Settlement Class Member, against Globalstar arising out of or related to the Globalstar Satellite Service, Globalstar Satellite Telephones, any Service Agreement, any Service Plan, or any of the matters alleged in or in any way concerning, or that could have been alleged in, the Third Amended Complaint and the predecessor complaints ("Plaintiffs' Released Claims").

"Unknown Claims" means all claims, demands, rights, liabilities, and causes of action of every nature and description which any Plaintiff, or any Settlement Class Member, does not know or suspect to exist in his, her or its favor at the time of the Release which, if known by him, her, or it might affect his, her or its decision whether to object to this Settlement. With respect to any and all Plaintiffs' Released Claims, the Settling Parties stipulate and agree that, upon the Final Settlement Date, the Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Final Order and Judgment shall have waived, the provisions, rights and benefits of 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. The Plaintiffs shall expressly and each of the Settlement Class Members who has not timely excluded himself, herself or itself shall be deemed to have, and by operation of the Final Order and Judgment 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, which is similar, comparable or equivalent to California Civil Code §1542.

7. ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES: Since the Litigation began in April 2007, several law firms have devoted resources and expenditures in addressing the issues raised by the lawsuit purely on a contingent basis, and these law firms have received no compensation for their services or reimbursement of their expenses.

The Court has designated the law firms of Mason LLP, Ram & Olson LLP, and Audet & Partners, LLP as Co-Lead Class Counsel for purposes of the settlement of this Lawsuit. *You will*

not be charged for the services of these or any other law firm representing the Class in this Lawsuit. You have the right to retain your own attorney in this matter, but if you do you will be responsible for paying your own attorneys' fees and expenses.

At the Fairness Hearing, Class Counsel will apply to the Court for an award of attorneys' fees and expenses ("Attorneys' Fees"). Class Counsel will submit an application to the court for a total fee award, including attorneys' fees, expenses, and incentive payments to the named Plaintiffs and all other costs, in a total amount not to exceed $900,000. If the Court approves Lead Counsel's application, Globalstar will pay the award. Payment of the award of Attorneys' Fees will not affect the benefits available to you.

The Attorneys' Fees, if approved by the Court, will be paid in at least two installments: (i) an initial payment of $650,000, to be made within ten (10) business days following the Final Fee Award Date; and (ii) one or more subsequent payments totaling $250,000, as long as each payment does not exceed fifty percent (50%) of the Globalstar's net income, if any, for the three (3) month period reported in Globalstar's previous quarterly filings. Thus, this second portion of the fee award is not guaranteed and is wholly dependent on the future success of Globalstar.

At the Fairness Hearing, the Plaintiffs will also apply to the Court for incentive awards for the named Plaintiffs not to exceed $5,000 to reimburse them for the risks they have assumed and the value of their time expended on this Lawsuit. If the Court approves Plaintiffs' application, Globalstar will pay the awards. Payment of incentive awards will be made out of the total Attorneys' Fees awarded. Payment of the Incentive Awards will not affect the benefits available to you.

8. PRELIMINARY INJUNCTION: The Court has preliminarily enjoined all Settlement Class Members who have not been excluded from the Class (and all persons acting on behalf of Settlement Class Members who have not been excluded from the Class) from *(i)* directly, representatively or in any other capacity filing, commencing, prosecuting, intervening in, or participating in and/or continuing to prosecute or participate in, or receiving any benefits or other relief from, directly or indirectly (as class members or otherwise), any action, lawsuit, claim or other proceeding, in any jurisdiction based on or relating to any of the claims and causes of action in this Lawsuit and/or the subject of the Settlement Class Members' Release, or the facts and circumstances relating thereto, and *(ii)* organizing Settlement Class Members who have not been excluded from the Class into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to the claims and causes of action in this Lawsuit and/or the subject of the Settlement Class Members' Release, or the facts and circumstances relating thereto.

At the Fairness Hearing, the Parties will ask the Court, as part of its final approval of the settlement, to enter a permanent injunction similar to the preliminary injunction described above.

9. EXCLUSIONS FROM THE CLASS: You may request to be excluded from the Settlement Class. If you submit a valid exclusion request on time, you cannot obtain relief under the proposed Settlement. You will not be bound by the Final Order and Judgment, and you will not be giving up any claims that you might have against Globalstar.

If you wish to exclude yourself from the Settlement, you must send a written request postmarked on or before _____, 2010, to the Administrator, with copies to Lead Counsel and Globalstar's Counsel, at the following addresses:

Administrator	**Plaintiffs' Lead Counsel**	**Globalstar's Counsel**
c/o Rust Consulting, Inc. P.O. Box 24767 West Palm Beach, FL 33416	Donna F. Solen MASON LLP 1625 Massachusetts Ave NW, Suite 605 Washington, DC 20036	Jonathan A. Shapiro WILMER CUTLER PICKERING HALE AND DORR LLP 1117 S. California Avenue Palo Alto, CA 94304

To be **valid**, the exclusion request must:

- Contain your signature;
- State your name, current postal address, current telephone number, Globalstar account number; and
- State that you wish to be excluded from the Settlement in the lawsuit *Walsh v. Globalstar, Inc.*, 07-CV-01941 TEH.

A request for exclusion will be **invalid**, and not accepted, if it does not provide all of the requested information, is postmarked after the deadline or is not sent to the correct address. A Class Member who makes an invalid request for exclusion will be treated as if he or she did not make any such request, and will be a Settlement Class Member bound by the Settlement.

In no event shall persons who purport to request exclusion from the Settlement Class as a group, aggregate, or class involving more that one Class Member be considered valid. Requests for exclusion that do not comply with any of the foregoing requirements will not be accepted.

If you do not properly exclude yourself by making a valid exclusion request as set forth above, all of your claims relating to the proposed Settlement will be released and you will be forever barred from bringing or becoming a part of a lawsuit about those claims. You will be barred even if you do not submit a claim under the proposed Settlement. In other words, if you do nothing at all, your claims will be released, and you will not receive any compensation under the Proposed Settlement.

If you do not want to resolve your claims through this proposed Settlement, ***you must request exclusion***.

10. RIGHT TO COMMENT OR OBJECT: If you are a Class Member and do not exclude yourself, you may bring any comments on or objections to the proposed Settlement to the Court's attention. Objecting is not the same as excluding yourself. If you object and the proposed Settlement is approved, you will still be bound by the Final Order and Judgment and your claims will be released just like other Settlement Class Members.

To be **valid**, your written objection or comment must include:

- on the first page, prominent reference to *Walsh v. Globalstar, Inc.*, 07-CV-01941 TEH.
- your full name, address and telephone number;
- a brief explanation of your comment or reason for objection;
- any papers or documents that you would like to submit to support your comment or objection; and
- whether you, or your lawyer, intend to appear at the Fairness Hearing described below.

An objection will be **invalid** if the submission does not provide all of the requested information, is received after the deadline stated above or is not sent to the correct address. ***An invalid submission will not be considered by the Court.***

If you also wish to speak at the Fairness Hearing (described below), you must also state in your objection or comment that you intend to appear and speak at the hearing. If you do not include this statement, you will not be entitled to speak at the hearing.

You must deliver your objection to the Court by mailing it to the Clerk of the Court, with copies to the Administrator, Lead Counsel and Globalstar's Counsel. They must be received no later than _____, 2010. The mailing addresses for the Clerk of the Court, Lead Counsel, Defense Counsel and Administrator are as follows:

Clerk of Court
Philip E. Burton Courthouse and Federal Building
450 Golden Gate Avenue
San Francisco, CA 94102

Plaintiffs' Lead Counsel
Donna F. Solen
MASON LLP
1625 Massachusetts Ave NW, Suite 605
Washington, DC 20036

Globalstar's Counsel
Jonathan A. Shapiro
WILMER CUTLER PICKERING HALE AND DORR LLP
1117 S. California Avenue
Palo Alto, CA 94304

Administrator
c/o Rust Consulting, Inc.
P.O. Box 24767
West Palm Beach, FL 33416

11. FAIRNESS HEARING: On _____, 2010 at _____ PT, a hearing will be held before Judge Thelton E. Henderson in Courtroom 12, 19th Floor, of the Philip E. Burton Courthouse and Federal Building, 450 Golden Gate Avenue, San Francisco, California, 94102. The purpose of the hearing is for the Court to decide whether the proposed Settlement is fair, reasonable and adequate and should be approved. The Court will also decide whether a final judgment should be entered dismissing this lawsuit, and the amount of attorneys' fees and reimbursement of expenses and incentive awards to the Settlement Class Representatives. This hearing may be postponed without further notice.

Your attendance is not required, even if you submitted a valid objection. If you or your personal attorney still want to attend the hearing, you are welcome to do so at your own expense. To

speak at the hearing, you or your personal attorney must file with the Court a paper that is called a "Notice of Appearance." The Notice of Appearance must state: (1) the name and number of the lawsuit: *Walsh v. Globalstar, Inc.*, 07-CV-01941 TEH; (2) that you wish to appear and speak at the Fairness Hearing; and (3) your name, address, telephone number and signature. Your Notice of Appearance must be postmarked on or before _____, 2010 and filed Clerk of Court at the address listed above.

12. ADDITIONAL INFORMATION: You may get more information at the Settlement website at ***www.satphonesettlement.com***. You may also view the Settlement Agreement and related legal papers there.

You can also get more information by sending a written inquiry to Lead Counsel at its address listed above. In addition, you may look at and copy the legal documents filed with the Court at any time during regular office hours at the Office of the Clerk of Court at the address listed above. ***Otherwise, please do not contact the Court.***

The Parties' and the Settlement Class Members' rights and obligations under the settlement, including the provision of settlement benefits to Class Members, will not become effective until final judicial approval, which means after the Court has entered a Final Order and Judgment and after exhaustion of all appeals, if any, that result in the affirmance of the Final Order and Judgment. However, Globalstar may elect to implement the Settlement after the Final Order and Judgment is entered and before the exhaustion of appeals if it so chooses.

Dated: _____, 2010

By Order of the United States District Court for the Northern District of California

LEGAL NOTICE

If you subscribed to Globalstar, Inc. satellite communication services at any time between January 1, 2006 and February 28, 2007, you may be entitled to benefits from a proposed class action Settlement

What is this lawsuit about?

A Settlement has been proposed in a class action lawsuit involving the provision of allegedly defective two-way voice and data communications services through Globalstar Inc.'s ("Globalstar") satellite network. Among other claims, the lawsuit alleges that Globalstar sold satellite telephones and satellite communication services when it knew, but failed to disclose, that its service was deteriorating and would not work for communicating from locations where cellular or landline service is limited or unavailable. Globalstar denies any wrongdoing and the Court has not decided the merits of these allegations.

Who is included in the Settlement?

Any person who was a subscriber to Globalstar satellite services and was not in default on his or her subscription payments at any time from January 1, 2006 to February 28, 2007 is a proposed Class Member and may be eligible for compensation. Excluded from the Settlement are defendants and employees of Globalstar, members of the immediate family (parents, spouses, siblings, and children) of employees of Globalstar, any Globalstar subsidiary or Globalstar affiliate; government customers (*i.e.*, any federal state, local, or municipal purchasers, or any others who purchase on behalf of government customers or pursuant to a government plan); resellers (*i.e.* purchasers of Globalstar goods and services that retain and bill clients directly); customers of resellers; and any person who participated in Globalstar's Canadian settlement.

What does the Settlement provide?

If the Settlement is approved, Class Members will be sent a notice including an election form. Class Members who submit a timely and valid election form and choose to continue or reactivate their service will receive either a service credit or a cash credit. Class Members who choose to either cancel or not reactivate their Globalstar service and return their Globalstar phone with or without components will receive a cash payment. Complete details regarding the proposed Settlement are available at ***www.satphonesettlement.com***. The full Notice (described below) includes a description of certain planned improvements to Globalstar's satellite network. In exchange for these benefits, Defendant will receive a broad release of claims by Class Members arising out of their dealings and relationship with Globalstar and any of the allegations in the lawsuit or Class Members' subscription to Globalstar service plans or use of Globalstar telephones

What do I need to do to be a part of the Settlement?

If you are a Class Member, you do not need to do anything to participate in the Settlement and be bound by its terms. If the Court approves the Settlement, Class members will be sent a notice describing the form of relief available to them and how they may obtain that relief.

Who represents you?

The Court has appointed Mason LLP to represent the Class ("Class Counsel"). You don't have to pay them or anyone else to participate. You can hire your own attorney, but you will have to pay that attorney at your own expense.

What are my other options?

If you don't want to be legally bound by the Settlement, you must exclude yourself by [**Exclusion and Objection Date]**, 2010. If you do not exclude yourself, you will be bound by the Settlement and you will not be able to sue, or continue to sue, Globalstar about the legal claims raised in this case. If you exclude yourself, you can't get any benefits from this Settlement, if approved. If you stay in the Settlement, you may comment on or object to its terms by [**Exclusion and Objection Date]**, 2010. The full Notice explains how to exclude yourself or object.

The Court will hold a fairness hearing on **[Date]**, 2010 to determine if the proposed Settlement is fair, reasonable, and adequate, and to consider Class Counsel's request for up to $650,000 in attorneys' fees and reimbursement of litigation expenses, which Globalstar has agreed to pay, as well as potential subsequent payments of up to $250,000 dependent on Globalstar's financial performance. The attorneys' fees and costs won't reduce the amount paid to the Class Members. The Court must approve the Settlement before any payments are made. You may ask to appear at the hearing, but you don't have to.

How do I get more information?

You can obtain a copy of the complete Settlement Agreement, the full Notice, and other information about the case by writing to the Settlement Administrator, c/o Rust Consulting, Inc., P.O. Box 24767, West Palm Beach, FL 33416; or by visiting ***www.satphonesettlement.com***.

www.satphonesettlement.com

EXHIBIT [2] TO PROPOSED PRELIMINARY ORDER

Name	Title\Position	Address1	Address2	City	State	Zip
HON. TROY KING	ALABAMA OFFICE OF THE ATTORNEY GENERAL	500 DEXTER AVENUE		MONTGOMERY	AL	36130
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HON. FEPULEA'I A. "AFA" RIPLEY JR.	AMERICAN SAMOA GOV'T	EXECUTIVE OFFICE BLDG	TERRITORY OF AMERICAN SAMOA	PAGO PASO	AS	96799
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Name	Title\Position	Address1	Address2	City	State	Zip
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HON. MARK L. SHURTLEFF	UTAH OFFICE OF THE ATTORNEY GENERAL	UTAH STATE CAPITOL COMPLEX	350 N. STATE STREET, SUITE 230	SALT LAKE CITY	UT	84114
HON. WILLIAM H. SORRELL	VERMONT OFFICE OF THE ATTORNEY GENERAL	109 STATE STREET		MONTPELIER	VT	05609
HON. BILL MIMS	VIRGINIA OFFICE OF THE ATTORNEY GENERAL	900 EAST MAIN STREET		RICHMOND	VA	23219
HON. ROB MCKENNA	WASHINGTON OFFICE OF THE ATTORNEY GENERAL	1125 WASHINGTON ST. SE.	PO BOX 40100	OLYMPIA	WA	98504
HON. DARRELL V. McGRAW Jr.	WEST VIRGINIA OFFICE OF THE ATTORNEY GENERAL	STATE CAPITOL	1900 KANAWHA BLVD.	CHARLESTON	WV	25305
HON. J. B. VAN HOLLEN	WISCONSIN OFFICE OF THE ATTORNEY GENERAL	STATE CAPITOL, STE. 114 E	P.O.BOX 7857	MADISON	WI	53707
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HON. FILIMON MANONI	ATTORNEY GENERAL FOR THE REPUBLIC OF THE MARSHALL ISLANDS	PO BOX 890		MAJURO	MH	96960
HON. JEFFREY L. BEATTIE	ATTORNEY GENERAL FOR PALAU	PO BOX 1365		KOROR	PW	96940