

#400

NIQA

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LINDA GODFREY, Individually And On	:	No.	19CV533
Behalf Of All Other Persons Similarly	:		
Situated,	:		
	:	CLASS ACTION COMPLAINT	
Plaintiff	:		
	:	JURY TRIAL DEMANDED	
v.	:		
	:		
GLOBAL TEL*LINK CORPORATION,	:		
and DSI-ITI, LLC	:		
	:		
Defendants	:		

Plaintiff Linda Godfrey ("Plaintiff") by way of this Complaint against Defendants Global Tel*Link Corporation and DSI-ITI, L.L.C (collectively, "Defendants"), and upon information and belief based on the investigation of her counsel says:

NATURE OF THE ACTION

1. This is a Pennsylvania consumer class action for violations of federal and Pennsylvania law arising from (a) Defendants' abuse of their monopoly power over phone calls made to and from Pennsylvania Commonwealth and county prisons by charging rates, more than 100 times higher than market rates, (b) Defendants' abusive, discriminatory, arbitrary, capricious and unreasonable phone rates charged to prisoners making phone calls from the prison, and charged to family, friends and lawyers making phone calls into the prison, which excessive and unconscionable rates are assessed and automatically deducted from the prisoners inmate account, and assessed and automatically deducted from the accounts of family, friends and lawyers, who, if they want to talk to persons in the prison, are required to open credit/debit accounts through

Defendants, which require substantial advance payments to Defendants from which unnecessary and unconscionable fees and charges are siphoned off at opening and again at closing of the accounts as “administrative costs”; and (c) Defendants’ practices of forfeiting balances in accounts when the account is not used for 90 days after that Defendants require that the accounts be opened with minimum payments of specific amounts often at or above \$20; all of which was done without the prior consent or approval of the inmates and/or their families.

2. Defendants’ wrongful conduct involves relatively small amounts of damages for each class member and Defendants are carrying out a scheme to deliberately cheat large numbers of consumers out of individually small sums of money. Plaintiff brings this action in her own right and on behalf of all other persons similarly situated against Defendants for claims under 42 U.S.C. § 1983 for the taking of property without just compensation in violation of the Fifth Amendment and for Conversion under Pennsylvania common law.

JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court by 28 U.S.C. § 1332(d) because the amount in controversy exceeds \$5 million, exclusive of interest and costs, and at least one class member is a citizen of a state other than that of a defendant. Jurisdiction is also proper in this Court pursuant to 28 U.S.C. § 1331 because this matter involves federal questions pursuant to 42 U.S.C. § 1983.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) in that all Defendants transact substantial business within, and are subject to personal jurisdiction, in this Judicial District and thus “reside” in this District and because a

substantial part of the events giving rise to Plaintiff's claims asserted herein took place in this Judicial District.

PARTIES

5. Plaintiff, Linda Godfrey, is an adult citizen of the Commonwealth of Pennsylvania and resides in Feasterville, Pennsylvania, in Bucks County, which is located in this judicial district.

6. Defendant GTL is, and at all times relevant hereto was, a privately held Delaware corporation with its corporate headquarters located at 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190. Upon information and belief, Inmate Telephone Service ("ITS") was or is a wholly owned subsidiary of GTL.

7. Defendant DSI-ITI is a Delaware limited liability company with its corporate headquarters located at 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190. Upon information and belief, is the successor-in-interest to ITS. Upon information and belief, GTL is the sole owner and member of DSI, and DSI-ITI assumed all of ITS' existing contracts as of June 10, 2010.

8. Defendants provide managed telecommunications services at state and local correctional facilities in Pennsylvania, so inmates can communicate with family members, friends, attorneys and other approved persons outside the correctional facilities.

FACTUAL ALLEGATIONS

9. Defendants have contracted exclusively with both Commonwealth and County correctional facilities throughout Pennsylvania for the right to provide telephone services to at least tens of thousands of Pennsylvania inmates¹

10. As a result of the monopolies created by these exclusive contracts, Defendants face little or no market competition to challenge increasing telephone rates.²

11. In return for this monopoly power, Defendants provided kickbacks, masqueraded as “site commissions,” to the contracting correctional facilities located in Pennsylvania.

12. In addition to providing contracting Pennsylvania correctional facilities kickbacks in the form of site commissions, as part of the scheme involving Defendants and Pennsylvania correctional facilities, Defendants offer the Pennsylvania correctional facilities free maintenance and support services for other software programs, such as the Offender Management Systems (“OMS”) that Defendants have provided to the Pennsylvania correctional facilities.

13. These incentives -the free maintenance and support services- result in huge annual savings to the Pennsylvania correctional facilities that participate in the scheme with the Defendants.

14. As a result of the absence of competition, inmates and their families pay significantly more to receive and/or make a call from prison than for their basic monthly phone service.

¹ Plaintiff presently does not have information with respect to the arrangements between GTL, ITS and/or DSI-ITI as to which entity customers purportedly deal with and which entity purportedly provides what service to customers. However, regardless of which entity does what, GTL, ITS, and DSI-ITI have operated as a single economic unit with respect to the telephone services described herein.

² See *Securus Techs, Inc v Federal Communications Commission*, No. 13-1280, Dkt. No. 1470786, p.3 (D.C. Cir. filed Dec 16, 2013) (the “FCC Opp”) (stating that “each provider is a monopoly in a given facility”)

15. Pursuant to the contracts between the Defendants and correctional facilities, including Bucks County, Defendants have been conferred a monopoly power in exchange for numerous incentives and kickbacks and have the sole right to provide telecommunications services which enable incarcerated persons to communicate by telephone with family members, friends and other persons who are not incarcerated within certain Pennsylvania state and county prison and detainee facilities.

16. Upon information and belief, Defendants have remitted to Pennsylvania state and county prisons approximately 40-50% of the rates charged for the right to have a monopoly their over phone services.

17. According to publicly available information, the Commonwealth of Pennsylvania has received approximately \$4 million to \$7 million per year as its percentage of revenue pursuant to the contracts with GTL. Based upon these figures, upon information and belief, the percentages paid to the various counties should be greater. Further, this information would indicate that Defendants' total revenue from calls placed from Pennsylvania detention facilities would be in tens of millions of dollars per year.

18. Defendant GTL has used its contract with Pennsylvania as a basis for its subsidiary ITS and DSI-ITI to enter into similar agreements with many County prison facilities such as Bucks, York, Lancaster, Berks, and Chester Counties among others.

19. As a result of the foregoing contracts, Defendants have been the sole telecommunications provider for persons held in certain Pennsylvania State and County prison or detention facilities, and have exclusive control over the telephone system by which inmates and detainees communicate with family members, friends, lawyers and other persons.

20. Because of the exclusive provider position and the literally captive market, Defendants are able to exploit customers by charging them unconscionably excessive rates for calls, as well as unconscionable fees and connection charges, without regard to what other providers of prepaid calling services are charging in the marketplace.

21. Upon information and belief, Defendants purchase their minutes for calls terminating within the United States for less than 3/10 of a penny-per-minute, and Defendants often resell the minutes it buys at more than 100 times their cost to Plaintiff and other Class Members.

22. The market rate for competitively priced prepaid calling cards is approximately 1¢ to 2¢ per minute for calls within the United States. Depending upon the country being called, Defendants' rates are in excess of 20-30¢ per minute in Pennsylvania.

23. The vast majority of Defendants' customers establish their accounts over the phone. When a prisoner wishes to call someone outside the detention facility, they must place a collect call to that person. However, rather than an operator asking the called person whether they will accept the charges for the call, a series of prompts routes the called person whereby the called person is informed they must set up an account with Defendants in order to accept the call. The same automated procedures are followed when customers seek to open an account by calling the Defendants' 800 number provided at the prison facility to customers.

24. Using standardized scripts and prompts, the Defendants' system sets up an account for the customer or called person using a credit or debit card provided by the customer. These accounts must be set up in specific amounts, often at or above \$20. After the account is set up, the called person is then provided with a PIN so he or she may

accept calls from the prisoner in the future and charges for all calls are deducted from the called persons' account.

25. Customers are told by Defendants that no information on rates and charges are available until they have an account number.

26. Customers of Defendants are not provided a written contract when they establish an advance pay account with Defendants by telephone, nor are they advised of any of the terms and conditions applicable to their account, nor are they able to bargain for better rates/fees or alternative services or to consent to the rates charged or the additional hidden fees.

27. Defendants do not issue account statements in writing or electronically to customers in the ordinary course of business. When making or receiving a call, the customer is given a voice prompt advising the customer how much money is left in their account, but a customer cannot obtain an itemized statement of charges to their account, nor can the customer determine how many minutes of calling time they have left because Defendants do not disclose rates and applicable charges.

28 Defendants never inform their customers that they will be charged a service or set-up fee which will be deducted from their advance pay balance when an account is first established.

29 Defendants charge unconscionable service fees of approximately 20% of the deposit when an account is first established, and whenever an account is recharged. As such, Defendants essentially charge their customers for the ability to pay for Defendants' services.

30. Upon information and belief, Defendants charge upwards of \$1.75 per call as a connection or transaction fee.

31. Upon information and belief, Defendants charge a \$5.00 fee to close an account and obtain a refund of any remaining balance, which is never disclosed to their customers.

32. Upon information and belief, Defendants fail to inform their customers when an account is first established that their account balances will be forfeited if they do not use Defendants' service for a 90-day period.

33. Defendants never inform their customers when an account is first established that a monthly inactivity fee will be charged against their account for any months when it is not used.

34. Because customers must purchase calling time in specific multiples often at or above \$20 and must establish an account in advance of paying for calls, it is inevitable that customers will not use the exact amount of money in their account. As a result, every customer will incur either the \$5.00 fee to close their account or will forfeit their account as a result of it being inactive for 90 days.

35. Also, Defendants never advise customers that the customers' account may be frozen if Defendants deem the amount remaining in the account to be too little to accept calls from an inmate. In order to unfreeze the account so he or she can receive calls, the customer must recharge his or her account, while incurring service charges of 20% of the amount deposited in doing so.

PLAINTIFFS EXPERIENCE WITH DEFENDANTS

36. Since February, 2018 Plaintiff has placed funds in an account for telephone calls in an advance pay fund. On one occasion, Plaintiff was charged \$10.00 on her credit card which was subject to a transaction and payment fee of \$3.33 leaving a net deposit amount of \$6.67. On another occasion, Plaintiff was charged \$20.00 on her credit card which was subject to a transaction and payment fee of \$3.65 leaving a net deposit of \$16.35.

CLASS ACTION ALLEGATIONS

37. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a class action pursuant to Fed.R.Civ.P. 23. Subject to confirmation, clarification and/or modification based on discovery to be conducted in this action, the class that Plaintiff seeks to represent (“the Class”) shall be defined as follows:

All persons in Pennsylvania who, at any time since 2017 were incarcerated in a Pennsylvania prison institution who use or used the phone system provided by Defendants or, who established an account with Defendants in order to receive telephone calls from a person incarcerated in Pennsylvania.

38. As used herein, “Class Members” shall mean and refer to the members of the Class as set forth above.

39. This action is brought and properly may be maintained as a class action pursuant to the provisions of Fed.R.Civ.P. 23(a)(1)-(4) and 23(b)(1), (b)(2) or (b)(3) and satisfies the requirements thereof.

40. **Numerosity – Fed.R.Civ.P. 23(a)(1).** The members of the Class are so numerous that individual joinder of all the members is impracticable. On information and belief, there are not less than tens of thousands of persons who have been affected by Defendants’ conduct. The precise number of Class members and their addresses is presently unknown to Plaintiff but may be ascertained from Defendants’ books and

records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

41. **Commonality and Predominance – Fed.R.Civ.P. 23(a)(2) and 23(b)(3).**

Common questions of law and fact exist as to the class members, as required by Fed.R.Civ.P. 23(a)(2), and predominate over any questions that affect only individual class members within the meaning of Fed.R.Civ.P. 23(b)(3).

42. The common questions of fact include, but are not limited to, the following:

(a) whether Defendants' charging rates for phone calls that are 100 times or more higher than the rates at which they are acquired and charging such opening, closing, transactional and forfeiture fees without disclosure of the amounts at the times of sale are unconscionable commercial practices and/or are practices constituting a taking and/or conversion; and

(b) whether Plaintiff and the Class have been damaged as a result of Defendants' inflated and abusive charges and practices complained of herein, and if so, the measure of those damages and the nature and extent of any other relief that should be granted.

43 The questions of law that are common to the Plaintiff and the other class members include, but are not limited to, the following:

a) whether the inflated and abusive charges levied by the Defendants upon their customers pursuant to the exclusive monopoly rights granted by the Commonwealth of Pennsylvania and County government constitutes an illegal taking in violation of the Fifth Amendment of the United States Constitution and/or and/or a conversion under Pennsylvania common law.

44 **Typicality – Fed.R.Civ.P. 23(a)(3).** Plaintiff's claims are typical of the claims of the other class members whom they seek to represent under Fed.R.Civ.P. 23(a)(3) because Plaintiff and each of the Class Members have been subjected to the same wrongful practices and have been damaged thereby in the same manner.

45 **Adequacy of Representation – Fed.R.Civ.P. 23(a)(4).** Plaintiff will fairly and adequately represent and protect the interests of the class members as required by F.R.Civ.P. 23(a)(4). Plaintiff is an adequate representatives of the Class because she has no interests that are adverse to the interests of the other Class Members. Plaintiff is committed to the vigorous prosecution of this action and, to that end, Plaintiff has retained counsel who is competent and experienced in handling class action litigation on behalf of consumers.

46. **Superiority – Fed.R.Civ.P. 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and each of the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for Class members to individually seek redress for Defendants' wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

47. Plaintiff is aware of no difficulty that will be encountered in the management of this litigation that will preclude its maintenance as a class action.

COUNT I

**(Claim Under 42 U.S.C. § 1983 For Taking of Property
Without Just Compensation in Violation of the Fifth Amendment)**

48. Plaintiff repeats and incorporates herein by reference each and every allegation in paragraphs 1 through 49, inclusive, as though fully set forth herein.

49. As is set forth above, Defendants are in a position to charge the excessive rates for telephone calls and impose unconscionable rates and fees because of their exclusive contracts with the Commonwealth of Pennsylvania and various Pennsylvania Counties.

50. Those contracts set the rates Defendants charge for making telephone calls from the facility or facilities subject to the contract, and further provide that Defendants will pay a percentage of the gross revenue (excluding certain collected taxes and fees) derived by Defendants as a result of the contract which shall be paid to the contracting governmental entity.

51. Those percentages of revenue paid by Defendants to the governmental entities range from 40% to more than 60% depending upon the terms of each County's contract with Defendants.

52. Upon information and belief, the percentage of revenue and per-minute calling rates are agreed to as part of the process whereby the governmental entity contracts with the qualified bidder who will pay the highest revenue to the governmental entity.

53. Defendants act under color of state law for purposes of 42 U.S.C. § 1983.

54. The class of Plaintiffs, both inmates and their family members, had no option of choosing or using a different phone system other than the one provided by Defendant with the encouragement and participation of the governmental entities.

55. It was the nature of the institutional setting, wherein the governmental entities controlled every aspect of the Plaintiff's use of the phone system, including the decision to select the Defendant as the provider for the phone service, that restricted the Plaintiff's options.

56. The governmental entities encouraged, participated and condoned the use of Defendants as providers of the phone service to their respective prisons, including Bucks County Correctional Facility, because they benefited financially from the contract, which included kickbacks and other incentives such as free software programs.

57. Defendants were willful participants in joint activity with Pennsylvania and the Counties in which it operates in setting rates and fees for correctional facilities, and Defendant and the governmental entities mutually benefited from the agreements.

58. As the result of the phone service contracts between the Defendants and the governmental entities, including Bucks County, tangible benefits flowed to the governmental entities through the Defendant, which funneled substantial funds to the correctional facilities by way of the lucrative contracts.

59. There was a symbiotic relationship between Defendant and the governmental entities that benefited both.

60. Defendants conduct in entering into these mutually beneficial contracts with the governmental entities, which exploited the monopoly power given to the Defendant by the governmental entities, is "fairly attributable" to the governmental entities.

61. Defendants made a calculated business decision to provide telephone services to Pennsylvania facilities.

62. Pennsylvania and the counties provided significant encouragement by awarding contracts based largely on which provider could generate the most revenue through site commissions. In response, Defendants offered commission rates in excess of 40% of calling revenue which Pennsylvania and the counties accepted as well as accepting other incentives, including free maintenance and service on existing software systems. The commissions and incentives created a symbiotic relationship between the Defendants and the State and County facilities in which both mutually benefited.

63. At all times pertinent hereto, Defendants have acted with the help of and in concert with state officials in that they were given the exclusive right to provide telephone services for inmates housed in the respective detention facilities and the State and counties provided significant encouragement to the Defendants unconscionable scheme by accepting the commissions and incentives.

64. Controlling access to and communications with incarcerated persons is a traditional governmental function.

65. Operating correctional facilities is a traditional government function.

66. But for the fact that Defendants have exclusive contracts with governmental entities to provide phone services to persons incarcerated within that entity's jurisdiction in correctional facilities, Defendants would not be able to charge the excessive per-minute rates and unconscionable fees and charges to Plaintiff and other Class Members because they would otherwise be able to purchase substitute phone service elsewhere at significantly lower costs.

67. The entities represented by the aforementioned state officials receive a substantial benefit from the unlawful activities of Defendants when the governmental entities are

paid a portion of the revenues generated by the charges imposed by Defendants and given free maintenance and service that results in huge annual savings.

68. The governmental entities are encouraged by Defendants to turn a blind eye to, Defendants' imposition of unconscionable fees and charges on top of the already unconscionable per-minute charges for telephone calls.

69. Defendants' excessive and unconscionable charges constitute a taking of property from the Plaintiff and are contrary to the Fifth Amendment of the Constitution.

70. The Defendants decision to enter into these unconscionable contracts with Pennsylvania and a number of Pennsylvania Counties and take money from inmates and their families is unconstitutional in and of itself and is an arbitrary and capricious abuse of governmental power in violation of the Due Process Clause of the United States Constitution.

71. The Defendants decision to enter into these unconscionable contracts with Pennsylvania and a number of Pennsylvania Counties and take money from inmates and their families shocks the conscience and was deliberately indifferent to the rights of inmates and their families.

72. There is no available adequate Pennsylvania remedy by which inmates and/or their families can seek just compensation, and no amount of compensation can authorize the unconstitutional taking of the Plaintiff's property.

73. Plaintiff and other Class Members have a property interest in their money.

74. The calling time that Plaintiff and other Class members receive is not just and adequate compensation for the unconscionably excessive per-minute charges for phone calls imposed by Defendants.

75. In addition, as is set forth above, the other fees and charges imposed by Defendants, such as the set-up fee, the per-call connection fee, the refund charges, inactivity fees and the forfeiture of unused accounts, are likewise an unconstitutional taking of property without just compensation because those charges are grossly in excess of any benefit provided.

76 The State and Counties have delegated authority to the Defendants sufficient that the Defendants' forfeiture actions and takings of the Plaintiff's money are an unconstitutional taking by virtue of State action with the meaning of 42 U.S.C. § 1983.

77. As a result of the imposition of the foregoing unlawful charges and fees, Plaintiff and other Class Members have been damaged.

WHEREFORE, Plaintiff prays for judgment as follows:

- (a) For compensatory damages;
- (b) For disgorgement and restitution to Plaintiff and the other Members of the Class of all monies wrongfully taken by Defendants;
- (c) For prejudgment interest on the monies wrongfully obtained by Defendants from the date of collection through the date of entry of judgment in this action;
- (d) For all attorneys' fees, expenses and recoverable costs reasonably incurred in connection with the commencement and prosecution of this action in accordance with 42 U.S.C. § 1988; and
- (e) For such other and further relief as the Court deems just and proper.

COUNT II
(Conversion under Pennsylvania Common Law)

78. Plaintiff repeats and incorporates herein by reference each and every allegation in paragraphs 1 through 79 inclusive, as though fully set forth herein.

79. The Plaintiff and the Class Members had a right to the money deposited in the inmate phone accounts.

80. Defendants deprived the Plaintiff and the Class Members of their right to the money in the phone account(s) by charging unconscionable, excessive rates for phone calls, charging unconscionable service and set-up fees, and taking the money from the accounts for inactivity, all of which was/is done without the knowledge, agreement, or consent of the Plaintiff and Class Members.

81. Defendants intentionally maintained control over and took the Plaintiff's and the Class Members' money without the owners' consent or other legal justification.

WHEREFORE, Plaintiff prays for judgment as follows:

(a) For disgorgement and restitution to Plaintiff and the other Members of the Class of all monies wrongfully taken by Defendants;

(b) For prejudgment interest on the monies wrongfully obtained by Defendants from the date of collection through the date of entry of judgment in this action; and

(c) For such other and further relief as the Court deems just and proper.

Date:

EDELSON & ASSOCIATES, I.L.C

By: 

Marc H. Edelson (PA 51834)
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Newtown, PA 18940
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(267) 685-0676 Fax

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NIQA

19-533

JS 44 (Rev 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Lisa and Jim Godfrey, et al.

(b) County of Residence of First Listed Plaintiff **Bucks County, PA**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Marc H Edelson, Esq. Edelson & Associates, LLC 3 Terry Drive, suite 205, Newtown, PA 18940 (215) 867-2399

DEFENDANTS

Global Tel*Link Corp., et al.,

County of Residence of First Listed Defendant **Fairfax County, VA**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for Nature of Suit Code Descriptions

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee (Conditions of Confinement)			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity)
28 USC § 1332 - Diversity of Citizenship
 Brief description of cause
42 U.S.C. § 1983 For Taking of Property Without Just Compensation in Violation of the 5th Amendment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23 F.R.Cv.P.
DEMAND \$ 5,000,000.00
CHECK YES only if demanded in complaint
JURY DEMAND. Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE: **Quinones Alejandro**

DOCKET NUMBER: **2:18-cv-03479**

DATE: **02/06/2019** SIGNATURE OF ATTORNEY OF RECORD

/s/ **Marc Edelson**

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE **FEB - 6 2019**

NIQA

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

19-533

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: Feasterville, Pennsylvania
Address of Defendant: 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190
Place of Accident, Incident or Transaction: Bucks County, PA

RELATED CASE, IF ANY:

Case Number 2:18-cv-03479 Judge Quinones Alejandro Date Terminated

Civil cases are deemed related when Yes is answered to any of the following questions

- 1 Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
2 Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
3 Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court?
4 Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

I certify that, to my knowledge, the within case is / is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE 02/06/2019 /s/ Marc H Edelson Attorney-at-Law Pro Se Plaintiff 51834 Attorney I D # (if applicable)

CIVIL: (Place a v in one category only)

A Federal Question Cases:

- 1 Indemnity Contract, Marine Contract, and All Other Contracts
2 FEI A
3 Jones Act-Personal Injury
4 Antitrust
5 Patent
6 Labor-Management Relations
7 Civil Rights
8 Habeas Corpus
9 Securities Act(s) Cases
10 Social Security Review Cases
11 All other Federal Question Cases (Please specify)

B Diversity Jurisdiction Cases

- 1 Insurance Contract and Other Contracts
2 Airplane Personal Injury
3 Assault, Defamation
4 Marine Personal Injury
5 Motor Vehicle Personal Injury
6 Other Personal Injury (Please specify)
7 Products Liability
8 Products Liability - Asbestos
9 All other Diversity Cases (Please specify) Class Action Under 28 U.S.C 1332 (d)

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Marc Edelson, counsel of record or pro se plaintiff do hereby certify

Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs

Relief other than monetary damages is sought

DATE 02/06/2019 /s/ Marc Edelson Attorney at Law Pro Se Plaintiff 51834 Attorney I D # (if applicable)

NOTE A trial de novo will be a trial by jury only if there has been compliance with F R C P 38

FEB - 8 2019

NIQA

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

LISA AND JIM GODFREY

CIVIL ACTION

v.

GLOBAL TEL*LINK CORPORATION, ET AL.,

NO. 19CV533

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (x)
(f) Standard Management – Cases that do not fall into any one of the other tracks. ()

2/6/2019 Date

/s/ Marc Edelson Attorney-at-law

Plaintiff Attorney for

(215) 867-2399 Telephone

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Telephone

FAX Number

E-Mail Address

FEB -6 2019

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [GTL, DSI Accused of Overcharging for Inmate Calls](#)
