

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

KELLIE PEARSON, ROGER BURRELL, )  
BRIAN GIVENS, and THE LAW )  
OFFICES OF MARK BOOKER, on )  
behalf of themselves and those )  
similarly situated, )

Plaintiffs, )

v. )

Case No. 18-cv-11130

THOMAS M. HODGSON, )  
Individually and )  
In His Official capacity as Sheriff )  
Of Bristol County )

and )

SECURUS TECHNOLOGIES, INC. )

Defendants. )

**NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that Defendant Securus Technologies, Inc., by its undersigned attorneys, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, hereby removes to the United States District Court for the District of Massachusetts, the action captioned *Pearson v. Hodgson and Securus Technologies, Inc.*, which is currently pending in the Suffolk Superior Court Business Litigation Session, as Case No. SUCV2018-01360-BLS1. This putative class action is subject to this Court’s jurisdiction under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d)(2), because minimal diversity exists and the amount in controversy exceeds \$5,000,000.

**Background**

1. On May 2, 2018, Plaintiffs Kellie Pearson, Roger Burrell, Brian Givens, and the Law Offices of Mark Booker (collectively “Plaintiffs”), filed a putative class action Complaint

against Thomas M. Hodgson (“Sheriff Hodgson”), individually and in his official capacity as Sheriff of Bristol County, and Securus Technologies, Inc. (“Securus”) (together, “Defendants”) alleging that Defendants orchestrated an “illegal kickback scheme . . . that has nearly doubled the cost of telephone calls made from Bristol County correctional facilities[.]” (Compl. ¶ 1.) According to Plaintiffs, Securus made payments to the Bristol County Sheriff Office (“BCSO”), including monthly “site commission” payments, prearranged lump-sum payments in lieu of such commissions, and funded administrative services, which violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A, and other Massachusetts state laws. (Comp. ¶¶ 1, 4, 9, 73-101.) Defendant Securus received a copy of the Complaint and the summons in the mail on May 21, 2018. (A copy of the Complaint, Summonses, and Civil Action Cover Sheet served on Defendant Securus are attached hereto as Exhibits A, F, and G, respectively.)

2. Specifically, the Complaint alleges that Securus committed the tort of conversion (Count V) and was unjustly enriched with revenues taken from putative class members when they paid for telephone calls with prisoners at BCSO facilities. (Compl. ¶¶ 91-93.) The Complaint also alleges that Securus violated Chapter 93A (Count VI) by: (i) “charging and collecting money from the [putative class members] for telephone calls made by prisoners, in order to make unlawful payment to the BCSO”; (ii) “[t]aking Plaintiffs’ funds through coercion and without legal authority”; and (iii) “[u]sing funds derived from telephone calls [to] pay ‘commissions’ and prearranged lump-sum payments to the BCSO in violation of Massachusetts statutes and regulations.” (Compl. ¶¶ 94-97.)

3. With respect to Sheriff Hodgson, the Complaint alleges the following: (i) Plaintiffs are entitled to a judgment declaring that the manner in which BCSO contracted with Securus to provide inmate calling services (“ICS”) is prohibited by Massachusetts law (Count I); (ii) Plaintiffs

are entitled to a judgment declaring that the inflated charges Plaintiffs paid were unlawful taxes or unlawful fees (Count II); (iii) the BCSO levied unlawful taxes on members of the putative class by requiring payments that Securus passed on to putative class members, and that this “payment scheme is ultra vires and void” and violates the Massachusetts Constitution (Count III); and, in the alternative, (iv) if the inflated charges paid by members of the putative class were not taxes, they were unauthorized fees that the BCSO had no statutory authority to charge and that the “commission scheme is ultra vires and void” and violates M.G.L. c. 126 § 29 (Count IV). (Compl. ¶¶ 73-90.)

4. The Complaint seeks to certify an “Injunctive Relief Class” and a “Monetary Relief Class.” (Compl. ¶¶ 53, 66.)

5. The Injunctive Relief Class is defined to include “all Massachusetts residents who in the future are subject to Securus charges for use of ICS by BCSO prisoners under the terms of the Contract as most recently amended.” (Compl. ¶ 52.)

6. The Monetary Relief Class is defined to include “all Massachusetts residents who have paid Securus for use of ICS with BCSO prisoners since the start of the Monetary Relief Class Period.” (Compl. ¶ 64.)

7. Plaintiffs define the “Monetary Relief Class Period ... as beginning on the first day permitted by the applicable statute of limitations and continuing until judgment or execution of a settlement that is finally approved by this Court.” (Compl. ¶ 65.)

8. In addition to class certification, Plaintiffs’ Complaint seeks, *inter alia*: (1) judgment against Securus “for the greater of statutory damages or restitution of illegal payments collected from members of the Monetary Damages Class,” plus interest on any restitution awarded; (2) treble damages; (3) reasonable costs and attorneys’ fees; (4) injunctive relief enjoining Securus

from making payments to BCSO with funds derived from ICS and reducing the ICS charges; (5) declarative relief finding that BCSO's contract with Securus violates Massachusetts law and "the payments made by Securus to the BCSO under the terms of the Contract, funded by prisoners and those with whom they communicate, constitute unlawful taxes or unlawful fees"; (6) and any other and further relief that the Court deems necessary and proper. (Compl. at pp. 22-23.)

**Basis for Subject Matter Jurisdiction**

9. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d). CAFA amended 28 U.S.C. § 1332 to grant United States district courts original jurisdiction over "any civil action": (a) "in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs"; (b) "any member of a class of plaintiffs is a citizen of a State different from any defendant"; and (c) the proposed plaintiff class has more than 100 members. 28 U.S.C. § 1332(d)(2) and 5(B).

10. "CAFA was enacted with the stated purpose of expanding the number of class actions that could be heard in federal court." *Pazol v. Tough Mudder Inc.*, 819 F.3d 548, 552 (1st Cir. 2016). As such, its language favors federal jurisdiction over class actions. *See Premo v. Family Dollar Stores of Massachusetts, Inc.*, No. 13-11279-TSH, 2014 WL 1330911, at \*4 (D. Mass. Mar. 28, 2014) (quoting *Evans v. Walter Indus., Inc.*, 449 F.3d 1159, 1163-64 (11th Cir. 2006)).

11. This case meets all the requirements for jurisdiction under CAFA and 28 U.S.C. § 1332(d)(2).

**A. This Matter is a "Class Action" Under CAFA.**

12. A "class action" for purposes of CAFA is defined as "any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure

authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

13. Plaintiffs’ Complaint purports to allege claims “individually and on behalf of all others similarly situated” and specifically alleges “[t]his is a class action under Rule 23 of the Massachusetts Rules of Civil Procedure.” (Comp. ¶¶ 11, 51.)

14. The Complaint defines the “Injunctive Relief Class” as “all Massachusetts residents who in the future are subject to Securus charges for use of ICS by BCSO prisoners under the terms of the Contract as most recently amended.” (Compl. ¶ 52.) The Complaint defines the “Monetary Relief Class” as “all Massachusetts residents who have paid Securus for use of ICS with BCSO prisoners since the start of the Monetary Relief Class Period.” (Compl. ¶ 64.)

15. Therefore, since this is a civil action filed under a state rule similar to Rule 23 of the Federal Rules of Civil Procedure and brought by represented persons as a class action, this action is properly considered a “class action” under CAFA. 28 U.S.C. § 1332(d)(1)(B).

**B. The Minimal Diversity Requirement is Met.**

16. Minimal diversity exists. Plaintiffs are all domiciled in Massachusetts. (Compl. ¶¶ 12-15.)

17. Defendant Hodgson, named both individually and in his official capacity as Sheriff of Bristol County, is a resident of Massachusetts with a “business address [at] 400 Faunce Corner Road, North Dartmouth, Massachusetts.” (Compl. ¶ 16.) Accordingly, he is also domiciled in Massachusetts.

18. A corporation is a “citizen of every [s]tate ... by which it has been incorporated and of the [s]tate ... where it has its principal place of business.” 28 U.S.C. § 1332(c)(1).

19. Securus is a Delaware corporation with its principal place of business at 4000 International Parkway, Carrollton, Texas. (Compl. ¶ 17; *see also* Delaware Secretary of State’s confirmations of incorporations, attached hereto as Exhibit B.) Thus, Securus is domiciled in Delaware and Texas.

20. As a result, Securus is not a citizen of Massachusetts for purposes of determining diversity of citizenship. Therefore, minimal diversity exists under 28 U.S.C. § 1332(d)(2)(A). *See e.g., McMorris v. TJX Cos.*, 493 F. Supp. 2d 158, 164 (finding that minimal diversity exists when at least one member of the plaintiff class is domiciled in a state other than the two states in which the defendant corporation is domiciled).

**C. The “Matter in Controversy” Aggregated Across All of the Class Members’ Claims Meets the CAFA Threshold.**

21. The amount in controversy under CAFA is satisfied if “the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(2). For purposes of determining the amount in controversy in class actions, CAFA expressly requires that “claims of the individual class members shall be aggregated.” 28 U.S.C. § 1332(d)(6).

22. Defendant’s burden to demonstrate the amount in controversy is low and need show only that there is a “reasonable probability” that the aggregate claims of the plaintiff class exceed \$5,000,000. *See Amoche v. Guarantee Tr. Life Ins. Co.*, 556 F.3d 41, 48–49 (1st Cir. 2009).

23. “[A] defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 553-54 (2014).

24. Indeed, the First Circuit has acknowledged that it “do[es] not wish to encourage or create a step-by-step burden shifting system, which would result in extensive and time consuming litigation over the question of the amount in controversy in CAFA removal cases.... Consideration

of this preliminary issue should not devolve into a mini-trial regarding the amount in controversy.” *Amoche*, 556 F.3d at 50.

25. Additionally, “the plaintiffs’ likelihood of success on the merits is largely irrelevant to the court’s jurisdiction because the pertinent question is what is *in controversy* in the case, not how much the plaintiffs are ultimately likely to recover.” *Id.* at 51 (emphasis in original).

26. Securus denies the validity and merit of all of Plaintiffs’ alleged claims, the legal theories upon which they are based, and the alleged claims for monetary and other relief. For purposes of removal, however, and without conceding that Plaintiffs or the putative class are entitled to damages or penalties, it is readily apparent that the aggregated claims of the putative class establishes, by a preponderance of the evidence, that the amount in controversy exceeds the jurisdictional minimum of \$5,000,000.

27. Specifically, Plaintiffs allege in their Complaint that the Monetary Relief Class Period “is defined as beginning on the first day permitted by the applicable statute of limitations and continuing until judgment or execution of a settlement that is finally approved by this court.” (Compl. ¶ 65.)

28. The statute of limitations for conversion (Count V) in Massachusetts is three years. *See* M.G.L. c. 260, § 2A. The statute of limitation for violations of Massachusetts’ Consumer Protection Act (Count VI) is four years. *See* M.G.L. c. 260, § 5(A). Thus, with respect to Plaintiffs’ Chapter 93A claim against Securus, on behalf of the Monetary Relief Class, the Monetary Relief Class Period purports to span from May 2014 until a judgment is rendered or a settlement is executed in this case. Under Chapter 93A, Plaintiffs also seek treble damages as well as attorneys’ fees.

29. Plaintiffs allege that Securus and BCSO executed a five-year contract on August 8, 2011 that included four additional 1-year contract renewals (the “Contract”). (Compl. ¶¶ 32-33.) According to Plaintiffs’ allegations, Securus initially made monthly payments of 48% of revenues and later, pursuant to a contract amendment that occurred in October 2015, made a lump-sum payment of \$820,000 to BCSO in lieu of monthly payments. (Compl. ¶¶ 22, 31-33, and 41-43.) Plaintiffs also allege that Securus provided BCSO annual funding for two on-site administrator positions of \$130,000 and an annual technology fee of \$75,000. (Compl. ¶ 31.) Thus, in addition to the monthly commission payments and lump-sum payment, Securus paid BCSO an additional \$205,000 annually for the on-site administrator positions and technology fee.

30. Plaintiffs allege that Securus “approximately doubl[es] what prison families, attorneys and other consumers pay” and that Plaintiffs are entitled to the excessive fees they were charged. (Compl. at ¶ 24 and p. 23.)

31. Plaintiffs also allege that “[m]embership in the Class is so numerous that joinder of all members is impracticable. There are approximately 1,500 persons in BCSO custody at any given time, and the population is constantly changing as persons are incarcerated and released.” (Compl. ¶ 55.)

32. Based on Plaintiffs’ allegations, the amount in controversy includes: (i) monthly commissions of 48% of Securus’s revenues that Securus paid BCSO from May 2014 to January 2016; (ii) annual fees that Securus paid BCSO of \$205,000; (iii) a lump sum payment of \$820,000 that Securus paid BCSO; (iv) treble damages; (v) attorneys’ fees; (vi) injunctive relief; (vii) and any further relief that the Court deems necessary and proper. (Compl. ¶¶ 22, 31-33, 41-44, and p. 23.) Therefore, the matter in controversy threshold under 28 U.S.C. § 1332(d)(2) is easily met based on Plaintiffs’ allegations. (*See also* Decl. of Russell Roberts, Exhibit C, ¶ 2.)



**D. CAFA's Exceptions Do Not Apply Here.**

33. None of CAFA's exceptions apply in this case. CAFA's party-based exception, discretionary exception, and home-state controversy exception do not apply because Securus is a primary defendant in this case, and Securus is not a citizen of Massachusetts, the state where this action was originally filed. *See* 28 U.S.C. § 1332(d)(5)(A), (d)(3), and (d)(4)(B); *see also* *Manson v. GMAC Mortg., LLC*, 602 F. Supp. 2d 289, 296 (D. Mass. 2009) (explaining that the term "the primary defendants" means all primary defendants must be citizens of the state in which the action was filed).

34. Neither does CAFA's local controversy exception apply because on January 9, 2017, during the three-year period preceding the filing of this case, a class action was filed in Arkansas (*See* Exhibit D, *Antoon v. Securus Technologies, Inc.*, Case No. 17-cv-5008-TLB (W.D. Ark.) Class Action Complaint) that asserted similar factual allegations against Securus on behalf of other persons. *See* 28 U.S.C. § 1332(d)(4)(A); *see also* *Premo v. Family Dollar Stores of Massachusetts, Inc.*, No. 13-11279-TSH, 2014 WL 1330911, at \*1 (D. Mass. Mar. 28, 2014) (local controversy exception does not apply when a company is sued in another class action in another state within three years of filing of the instant case).

35. Furthermore, the District of Arkansas found the claims raised in *Antoon v. Securus Technologies, Inc.* meritless, and a Consent Judgment was entered on March 5, 2018 for the amount of \$638.87. (*See Antoon v. Securus Technologies, Inc. Consent Judgment*, attached hereto as Exhibit E.)

**Procedure for Removal**

36. Securus was made aware of the Complaint on May 2, 2018 (which did not yet have a docket number), and after agreeing to accept service, received the Summons and Complaint on

May 21, 2018. (*See* Exhibit A.) This Notice of Removal is timely because it is being filed within 30 days of Securus's receipt of the Summons and Complaint, and within one year of the commencement of this action. 28 U.S.C. § 1446(b)-(c); *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999) (explaining that the time for filing a notice of removal does not run until a party has been served with the summons and complaint under the applicable state law).

37. Pursuant to 28 U.S.C. § 1446(d), Securus will promptly provide written notice of removal of this action to Plaintiffs, and will promptly file a copy of this Notice of Removal with the Clerk of the Suffolk Superior Court Business Litigation Session.

Dated: May 30, 2018

Respectfully submitted,

**SECURUS TECHNOLOGIES, INC.**

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*Attorneys for Securus Technologies, Inc.*

*\*Applications for pro hac vice forthcoming*

**CERTIFICATE OF SERVICE**

I, Amanda McGee, hereby certify that on this 30th day of May, 2018, I caused a true and correct copy of the foregoing **Notice of Removal** to be filed through the Court's CM/ECF System and served via email and First Class U.S. Mail on counsel of record in *Pearson v. Hodgson and Securus Technologies, Inc.*, Case No. SUCV2018-01360-BLS1, in Suffolk Superior Court, Business Litigation Session, addressed as follows:

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# EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUFFOLK SUPERIOR COURT  
TRIAL COURT DEPARTMENT  
BUSINESS LAW SECTION  
DOCKET NO:

\_\_\_\_\_ )  
 KELLIE PEARSON, ROGER BURRELL, )  
 BRIAN GIVENS, and THE LAW )  
 OFFICES OF MARK BOOKER, on )  
 behalf of themselves and those )  
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 THOMAS M. HODGSON, )  
 Individually and )  
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 )  
 and )  
 )  
 SECURUS TECHNOLOGIES, INC. )  
 )  
 Defendants. )  
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COMPLAINT

INTRODUCTION

1. The Plaintiffs seek to end an illegal kickback scheme orchestrated by the Defendants that has nearly doubled the cost of telephone calls made from Bristol County correctional facilities—causing harm to prisoners, their children, and

other loved ones; making prisoner reentry to the community more difficult; and making legal representation more costly. Plaintiffs request an injunction to halt the unlawful payment scheme and seek restitution of the unjust enrichment collected through kickbacks.

2. Prisoners in Bristol County who want to communicate by phone with family, friends and legal representatives have only one option available to them – they must use the privatized system operated by Defendant Securus Technologies, Inc. (“Securus”). The cost of these calls is grossly inflated because Securus agreed to pay the BCSO illegal kickbacks in order to secure its exclusive phone service contract – and now passes along the costs of those payments to prisoners’ loved ones and attorneys.
3. Securus funds these illegal kickbacks to the BCSO – prearranged cash payments sometimes referred to as “site commissions” – through charges to the consumers of its phone service, who have no option but to pay the inflated amounts billed to them by Securus when they receive a phone call.
4. Defendant Thomas M. Hodgson (“Sheriff Hodgson”), the Sheriff and head of the BCSO, contracts with Securus to extract revenue from prisoners’ phone calls through kickbacks not authorized by applicable Massachusetts law – seeking to evade limitations on fees by arranging for a private vendor to extract revenues from Plaintiffs on his behalf.
5. For many – including those with physical disabilities or mental health conditions

that make other forms of communication difficult or impossible – phone calls are the primary means of maintaining family ties and securing legal counsel during their incarceration.

6. The excessive cost of these calls has imposed significant financial strain on prisoners and their loved ones, impeding their ability to maintain regular contact.
7. The inflated charges also impact prisoners' access to counsel, since phone calls are the primary means of communication between lawyers and their incarcerated clients and the cost of such calls is borne by the lawyers.
8. From August 2011, when Securus signed the current phone contract with the BCSO, to date, Securus has funneled payments to the BCSO, paid by arrangement between the Defendants in cash transfers either monthly or at other intervals.
9. Whether by monthly "site commission" payments, prearranged lump-sum payments in lieu of such commissions, the funding of administrative services, or any other device by which Securus conspires with Sheriff Hodgson to impose costs of incarceration upon prisoners, their loved ones, or their lawyers, Securus's practices violate Chapter 93A and other Massachusetts laws.
10. By contracting for and accepting these payments from Securus, without express authorization by the Massachusetts General Court or the Commissioner of the Department of Correction, Sheriff Hodgson is levying an unlawful tax or an

unlawful fee on Plaintiffs.

11. Plaintiffs, individually and on behalf of all others similarly situated, bring this class action to challenge Securus's practice of assessing the cost of unlawful kickbacks from telephone calls made by prisoners in correctional facilities operated by Sheriff Hodgson, and using the additional revenue to make payments to the BCSO.

#### **PARTIES**

12. Kellie Pearson is a mental health clinician residing in Fall River, Massachusetts. Between September 2015 and June 2017, Ms. Pearson received and paid for calls from her fiancé, Michael T. Ray, who ultimately took his own life while incarcerated at the Bristol County House of Correction. Prior to his death, Mr. Ray called regularly to speak to Ms. Pearson and their daughter, a talented sprinter who received encouragement from Mr. Ray by phone before her track meets. The high cost of Securus phone calls placed a significant strain on Ms. Pearson's finances, forcing her to make difficult decisions about paying to receive these calls from her fiancé and making payments on other bills and expenses. That financial strain was a constant source of stress for her and Mr. Ray – whose desire to speak regularly with Ms. Pearson and his daughter was in tension with the family's limited ability to pay for Securus calls.
13. Roger Burrell was incarcerated at the Bristol County House of Correction. He uses the telephone system operated by Securus to make calls to his mother, sister



and to legal counsel, all Massachusetts residents. Mr. Burrell, who is elderly, has no other option to communicate with his family: a medical issue prevents him from writing letters by hand and in-person visits are not a feasible option for his 95-year-old mother and disabled sister, both of whom live over 100 miles away and cannot travel easily. The excessive cost of Securus phone calls has subjected Mr. Burrell's mother and sister to financial hardship and prevents them from having more regular contact with Mr. Burrell.

14. Brian Givens was incarcerated at the Bristol County House of Correction. He uses the telephone system operated by Securus to make calls to his attorney and to his friend, both Massachusetts residents. Mr. Givens, who was being held on bond while awaiting trial, makes these phone calls to help coordinate his medical, financial, and legal needs. He also makes Securus calls to speak to his elderly grandmother, who is experiencing heart trouble and is in poor health. When Mr. Givens is unable to reach his loved ones, he feels anxious and alone. Accordingly, the excessive cost of Securus phone calls has been a source of hardship for him and his family and friends.
15. The Law Offices of Mark Booker is a criminal defense law firm in Boston, Massachusetts. The office receives and pays for calls from its incarcerated clients, including clients in Bristol County correctional facilities.
16. Defendant Thomas M. Hodgson is, pursuant to G. L. c. 126, § 16, responsible for the custody and control of all prisoners committed to the Bristol County Jail, the

Bristol County House of Correction, the Bristol County Sheriff's Office Women's Center, the Carlos Carreiro Immigration Detention Center, and the Ash Street Jail and Regional Lock-Up. His business address is 400 Faunce Corner Road, North Dartmouth, Massachusetts. He is acting under color of law and is sued in his individual and official capacities.

17. Defendant Securus Technologies, Inc. is a Delaware limited liability corporation with the business address 4000 International Parkway, Carrollton, Texas. Securus is a telecommunications service and technology provider that offers "inmate calling services" (ICS) to correctional facilities throughout Massachusetts and the United States. Exclusionary terms in Securus's contracts with correctional facilities require that prisoners in facilities serviced by Securus be bound to use the corporation's services for all telephone communications with family members, friends, attorneys, and other approved individuals.

## FACTS

### A. General Allegations Concerning the Kickback Scheme

18. Securus is the exclusive provider of ICS at all correctional facilities operated by the BCSO. Those facilities include the Bristol County Jail, Bristol County House of Correction, Bristol County Sheriff's Office Women's Center, Carlos Carreiro Immigration Detention Center, and Ash Street Jail and Regional Lock-Up.
19. When the BCSO solicits bids for telephone services, its Request for Response ("RFR") requires the payment of site "commissions" or other "compensations."

20. The kickback scheme that has resulted from this requirement ensures that correctional departments have an incentive to select the telephone company that provides the highest kickback, rather than the service that offers the best value to Massachusetts consumers.
21. Securus obtained its exclusive contract with the BCSO by agreeing to pay “commissions” to the BCSO.
22. Under this contract, the kickback payments have been made in various forms: initially as monthly payments of 48 percent of revenues and later, pursuant to a contract amendment, as annual lump-sum payments of \$820, 000, paid in advance.
23. Under either formula, these kickback payments amount to nearly half of all gross revenues from collect and debit calls made from the BCSO correctional facilities.
24. Securus passes on this cost to ICS consumers, approximately doubling what prison families, attorneys and other consumers pay, regardless of indigence.
25. The kickbacks bear no relationship to the actual cost of providing ICS or the quality of ICS.
26. Indeed, a number of states – including California, Michigan, Nebraska, New Mexico, New York, Rhode Island, and South Carolina – have banned the practice of collecting “site commissions” for ICS, with no resulting decrease in quality. These states have seen immediate and drastic price decreases with no impacts on service availability.

27. These kickbacks function as de facto taxes or government fees, not authorized by statute, assessed against and paid by the in-state recipients of calls made by prisoners.

**B. The 2011 Site Commission Scheme**

28. In May 2011, the BCSO released an RFR for an inmate telephone system for the BCSO.
29. Section 5.1.21 of the BCSO's RFR required bidders to include in their responses site "commissions" based on gross revenues from ICS.
30. Section 4.14 of the BCSO's RFR states, "All commissions and/or compensations must be paid to the BCSO."
31. On May 23, 2011, Securus responded to the BCSO's RFR. The cover letter of its response read, in large bold print:

Securus is proud to propose the following offer to the BCSO.  
**Proposed Commission Percentage = 48%**  
**Annual Funding for Two On-Site Administrator Positions - \$130,000**  
**(\$65,000 each) to be Paid in a Lump Sum or Monthly**  
**\$75,000 Annual Technology Fee Paid in Monthly Installments**

32. On August 8, 2011, Securus executed a contract for Coinless Inmate & Public Telephone System for the Bristol County Sheriff's Office ("the Contract").
33. The Contract covered a term of five years and provided options for four additional 1-year contract renewals.
34. The Contract provided monthly payments of 48% of gross revenues from Securus's ICS to the BCSO.

35. From August 2011 to June 2013, Securus funneled an aggregate of \$1,172,748.76 in monthly payments to the BCSO.

**C. Government Actions Preceding Contract Amendments**

36. On September 26, 2013, the Federal Communications Commission (“FCC”) released *Report And Order And Further Notice Of Proposed Rulemaking In The Matter Of Rates For Interstate Inmate Calling Services* (“First Order”), which determined that market rates for ICS consistently failed to meet just, reasonable, and fair standards. *Rates for Interstate Inmate Calling Services*, WC Docket No. 12-375, Report and Order and Further Notice of Proposed Rulemaking, 28 FCC Rcd. 14107 (2013).
37. The First Order effectively limited site commissions by requiring that interstate ICS rates be based on cost and holding that site commission payments are not legitimate costs of providing ICS. *Rates for Interstate Inmate Calling Services*, WC Docket No. 12-375, Report and Order and Further Notice of Proposed Rulemaking, 28 FCC Rcd. 14107 (2013).
38. On October 17, 2014, the FCC adopted the *Second Further Notice of Proposed Rulemaking* (“Second Notice”), which states: “Excessive rates are primarily caused by the widespread use of site commission payments – fees paid by ICS providers to correctional facilities or departments of corrections to win the exclusive right to provide inmate calling service at a facility.” *Rates for Interstate Inmate Calling Services*, WC Docket No. 12-375, Second Further Notice of

Proposed Rulemaking, 29 FCC Rcd. 13170 (2014).

39. On October 22, 2015, the FCC adopted the *Second Report and Order and Third Further Notice of Proposed Rulemaking* ("Second Order"), which discouraged the practice of ICS site commissions. The Second Order states: "The record is clear that site commissions are the primary reason ICS rates are unjust and unreasonable and ICS compensation is unfair, and that such payments have continued to increase since our Order." *Rates for Interstate Inmate Calling Services*, WC Docket No. 12-375, Second Report and Order and Third Further Notice of Proposed Rulemaking, 30 FCC Rcd. 12763 (2015).
40. The FCC's most recent action occurred on August 4, 2016, when it set new rate caps for local and long-distance inmate calling. Those rates were stayed by a court order. *Order, Securus Techs. v. FCC*, No. 16-1321 ("*Securus II*") (D.C. Cir. Nov. 2, 2016), ECF No. 1644302. As a result, the FCC's interim rate caps remain in effect for interstate long-distance calls, but not in-state long distance or local calls. Those interstate rates are 21 cents a minute for debit/prepaid calls, and 25 cents a minute for collect calls.

#### **D. The 2015 Contract Amendments**

41. On October 21, 2015, the day before the FCC was scheduled to release its Second Order on ICS, the BCSO and Securus executed an Amendment of Agreement for Coinless Inmate and Public Telephone System to the Contract.
42. The Contract was amended to alter the form and timing of Securus's payments to

the BCSO through June 30, 2020 – and specifying that the form and timing of payments beyond that date would be contingent on future federal regulation of monthly commissions:

The CONTRACTOR, commencing upon the signing of this amendment, shall cease paying monthly commissions for the duration of the contract term ending June 30, 2020; and commissions will resume if allowed by law pursuant to the Federal Communications Commission (FCC) after that date.

43. The amendment further provided that Securus would make a lump-sum payment of “Eight Hundred Twenty Thousand Dollars (\$820,000)” to the BCSO.
44. In exchange for Securus’s agreement to make a lump-sum payment in lieu of monthly site commissions, the contract was amended to cancel the Contract provision for four optional 1-year renewal periods, replacing it with a 4-year renewal. The amended contract states:

Contracts will be made with the awarded Vendor for a five-year period from the date of contract execution and will be renewed for an additional four (4) year term at the sole discretion of the Sheriff’s Office.

45. On November 11, 2015, the BCSO and Securus executed a Second Amendment of Agreement for Coinless Inmate and Public Telephone System to the Contract.
46. These contract modifications altered the timing and form of the payments from Securus to the BCSO, but the structure of the cash transfers remained the same: now as before, Securus inflates the cost of every call with overcharges that are then unlawfully redirected to BCSO as kickbacks.

**E. Securus's Rejection of Department of Telecommunications and Cable Jurisdiction and Rate Caps**

47. Securus is a party to an action brought by consumers of ICS before the Massachusetts Department of Telecommunications and Cable ("DTC") seeking just and reasonable ICS rates. See *Petition of Recipients of Collect Calls from Prisoners at Correctional Institutions in Massachusetts Seeking Relief from the Unjust and Unreasonable Cost of Such Calls*, No. DTC 11-16. In a June 14, 2016, Order in that case, the DTC limited intrastate ICS calling rates to \$0.21 per minute for prepaid, debit, and prepaid collect calls and \$0.25 per minute for collect calls, and ordered service providers to file an amended rate schedule in compliance these rates with an effective date of June 20, 2016.
48. On June 28, 2016, Securus notified the DTC that it intended to withdraw and cancel its tariff, stating that its ICS technology is Internet Protocol Enabled (IP-Enabled) and therefore exempt from regulation under G.L. c. 25C § 6A. On July 1, 2016, it gave notice to the DTC officially withdrawing and canceling its tariff effective August 1, 2016. On August 2, 2016, it requested to be removed from the service list of DTC 11-16.
49. Since then, Securus has charged consumers for telephone calls far in excess of what is permitted by the DTC.
50. The DTC has not issued any decision regarding the effect of G.L. c. 25C § 6A on its jurisdiction or sought to enforce its rate caps against Securus.



**CLASS ACTION ALLEGATIONS**

51. This is a class action under Rule 23 of the Massachusetts Rules of Civil Procedure and Chapter 93A, Section 9, of the Massachusetts General Laws, which is the Massachusetts Consumer Protection Act.

**A. Class Certification for Injunctive Relief  
(on behalf of Class Representatives Law Offices of Mark Booker, Mr. Burrell, and Mr. Givens, and those that they represent, against Defendants Securus and Sheriff Hodgson)**

52. Plaintiffs Law Offices of Mark Booker, Mr. Burrell, and Mr. Givens seek to certify a Class for injunctive relief pursuant to Rule 23 of the Massachusetts Rule of Civil Procedure and Chapter 93A, Section 9, of the Massachusetts General Laws. The Class is defined as: all Massachusetts residents who in the future are subject to Securus charges for use of ICS by BCSO prisoners under the terms of the Contract as most recently amended.
53. Pending any modifications necessitated by discovery, all persons who reside in Massachusetts and reasonably anticipate or expect to use Securus's call services to make or receive phone calls from the Bristol County Jail, Bristol County House of Correction, Bristol County Sheriff's Office Women's Center, Carlos Carreiro Immigration Detention Center, and Ash Street Jail and Regional Lock-Up— including prisoners and their family members, friends, attorneys, and other approved individuals— are members of this Class. This Class is referred to as the "Injunctive Relief Class."
54. Certification of the Injunctive Class is appropriate because Defendants— through

their execution of the amended Contract—have acted and are acting on grounds generally applicable to the Class.

55. Membership in the Class is so numerous that joinder of all members is impracticable. There are approximately 1,500 persons in BCSO custody at any given time, and the population is constantly changing as persons are incarcerated and released.
56. The assessment and collection of illegal kickbacks is causing Plaintiffs to suffer injuries similar to numerous other persons.
57. Plaintiffs' claims involve common questions of law and fact and are typical of the claims of the Class as a whole.
58. These common questions predominate over any questions affecting only individual Class members. The Defendants are acting on grounds generally applicable to the Injunctive Class, making equitable relief with respect to the Class appropriate.
59. The common facts, include, without limitation, the following:
  - (a) Plaintiffs are Massachusetts residents who may pay Securus for use of ICS by BCSO prisoners under the terms of the Contract;
  - (b) The cost of those telephone calls will be charged by and paid to Securus;
  - (c) Those telephone calls will, under the terms of the Contract, incur charges, a portion of which Securus will use to make payments to

the BCSO;

- (d) Securus's payments to the BCSO, made under the terms of the Contract, are in violation of Massachusetts law;
- (e) Plaintiffs are entitled to injunctive relief enjoining Securus from making illegal payments to the BCSO; and
- (f) Plaintiffs are entitled to injunctive relief compelling Defendants to cease charging or collecting amounts from members of the Injunctive Class in order to finance these illegal payments.

- 60. Defendants are acting on grounds generally applicable to the Class so that final declaratory and injunctive relief would be appropriate to the Class as a whole.
- 61. Plaintiffs have a strong personal interest in the outcome of this litigation, are represented by competent counsel, and will adequately and fairly protect and represent the interests of the Class.
- 62. A class action is superior to any other available method for a fair and efficient adjudication of this controversy. Separate actions by individual members of the Class would create a risk of inconsistent or differing adjudications and delay the ultimate resolution of the issues at stake.
- 63. Injunctive relief compelling the Defendants to cease their unlawful conduct will protect each member of the Injunctive Class from being subjected to the Defendants' unlawful policies and practices. Therefore, declaratory and injunctive relief with respect to the Injunctive Class as a whole is appropriate.

**B. Class Certification for Monetary Relief  
(on behalf of Class Representatives Ms. Pearson and Law Offices of Mark Booker,  
and those that they represent, against Defendant Securus)**

64. Plaintiffs Ms. Pearson and the Law Offices of Mark Booker seek to certify a Class for monetary relief pursuant to Rule 23 of the Massachusetts Rule of Civil Procedure and Chapter 93A, Section 9. The Class is defined as: all Massachusetts residents who have paid Securus for use of ICS with BCSO prisoners since the start of the Monetary Relief Class Period.
65. The Monetary Relief Class Period is defined as beginning on the first day permitted by the applicable statute of limitations and continuing until judgment or execution of a settlement that is finally approved by this Court.
66. Pending any modifications necessitated by discovery, all persons who resided in Massachusetts and paid for Securus's call services during the Monetary Relief Class Period from the Bristol County Jail, Bristol County House of Correction, Bristol County Sheriff's Office Women's Center, Carlos Carreiro Immigration Detention Center, and Ash Street Jail and Regional Lock-Up—including prisoners and their family members, friends, attorneys, and other approved individuals—are members of this Class. This Class is referred to as the "Monetary Relief Class."
67. Membership in the Class is so numerous that joinder of all members is impracticable. There are approximately 1,500 persons in BCSO custody at any given time, and the population is constantly changing as persons are incarcerated

and released.

68. Securus's unfair and deceptive acts and practices have caused the Monetary Relief Class to suffer similar injuries to numerous other persons similarly situated.
69. Class members' claims involve common questions of law and fact and are typical of the claims of the Monetary Relief Class as a whole.
70. These common questions predominate over any questions affecting only individual Class members. The common facts, include, without limitation, the following:
  - (a) Between the start of the Monetary Relief Class Period and the present, members of the Monetary Relief Class paid for telephone calls by prisoners in BCSO facilities;
  - (b) Members of the Monetary Relief Class, were charged by Securus for the cost of those telephone calls;
  - (c) Those telephone calls, paid for by members of the Monetary Relief Class, incurred charges, a portion of which Securus used to make prearranged payments to the BCSO;
  - (d) Securus's payments to the BCSO, made under the terms of the Contract, is in violation of Massachusetts law; and
  - (e) Plaintiffs are entitled to refunds of the excess amounts they were charged in order for Securus to make the unlawful payments to the BCSO.
71. Plaintiffs have a strong personal interest in the outcome of this litigation, are represented by competent counsel, and will adequately and fairly protect and

represent the interests of the Class.

72. A class action is superior to any other available method for a fair and efficient adjudication of this controversy. Separate actions by individual members of the Class would create a risk of inconsistent or differing adjudications and delay the ultimate resolution of the issues at stake. A class action is manageable because Securus and the BCSO have records of all calls, bills, and prisoners during the relevant Class Period.

### CLAIMS FOR RELIEF

#### COUNT I

**(Declaratory Judgment, M.G.L. c. 231A - against Sheriff Hodgson,  
on behalf of the Injunctive Relief and Monetary Relief Classes)**

73. Plaintiffs incorporate by reference the previous allegations as though fully set forth herein.
74. A real and actual controversy exists between the parties as to whether the BCSO's receipt of payments from Securus under the terms of the Contract— including monthly “site commissions” and lump-sum payments— that are ultimately funded by prisoners and those with whom they communicate is contrary to the Supreme Judicial Court's decision in *Souza v. Sheriff of Bristol County*, 455 Mass. 573 (2010) and the Massachusetts state laws and regulations it is based upon.
75. Plaintiffs are entitled to a judgment declaring that the manner in which the BCSO has contracted with Securus to provide for ICS in BCSO facilities is prohibited by

Massachusetts law.

**COUNT II**

**(Declaratory Judgment, M.G.L. c. 231A - against Sheriff Hodgson, on behalf of the Injunctive Relief and Monetary Relief Classes)**

76. Plaintiffs incorporate by reference the previous allegations as though fully set forth herein.
77. A real and actual controversy exists between the parties as to the legal status of the payments that are made by Securus to the BCSO under the terms of the Contract and ultimately funded by prisoners and those with whom they communicate.
78. Plaintiffs are entitled to a judgment declaring that the inflated charges Plaintiffs paid are unlawful taxes, or in the alternative, that they are unlawful fees, because the BCSO has no statutory authority to exact such payments.

**COUNT III**

**(Ultra Vires Taxation - against Sheriff Hodgson, on behalf of the Monetary Relief Class)**

79. Plaintiffs incorporate by reference the previous allegations as though fully set forth herein.
80. The BCSO levied unlawful taxes on members of the Monetary Relief Class by requiring kickback payments that Securus passed directly on to Class members in the form of exorbitant, unnecessary exactions.
81. Members of the Monetary Relief Class received no benefit in exchange for paying the kickback overcharges, which bear no relationship to the real costs of

providing ICS.

82. Members of the Monetary Relief Class had no choice but to pay the kickback overcharges. The BCSO contracted exclusively with Securus to provide ICS. The BCSO demanded "commissions" from Securus, which imposed their cost on Class members as mandatory charges.
83. BCSO uses the kickback payments to fund unrelated expenditures, not to defray any real costs of providing ICS to Plaintiffs.
84. Because the BCSO has no statutory authority to levy taxes, the payment scheme is ultra vires and void.
85. The commission scheme violates Part 1, article XXIII of the Massachusetts Constitution.

#### **COUNT IV**

#### **(Ultra Vires Fee Collection - against Sheriff Hodgson, on behalf of the Monetary Relief Class)**

86. Plaintiffs incorporate by reference the previous allegations as though fully set forth herein.
87. In the alternative to Count III, the BCSO extracted unlawful fees from Plaintiffs by requiring kickback payments that Securus passed directly on to members of the Monetary Relief Class in the form of exorbitant, unnecessary exactions.
88. The inflated charges that were paid by members of the Monetary Relief Class were taxes. If not, they were fees.
89. Because the BCSO has no statutory authority to charge unauthorized fees for the



costs of incarceration, the commission scheme is ultra vires and void.

90. The commission scheme violates G.L. c. 126 § 29.

**COUNT V**

**(Conversion - against Securus, on behalf of the Monetary Relief Class)**

91. Plaintiffs incorporate by reference the previous allegations as though fully set forth herein.
92. By taking Monetary Relief Class members' funds through coercion and without legal authority, Securus has committed the tort of conversion.
93. Securus has been unjustly enriched with revenues coerced or otherwise taken from members of the Monetary Relief Class when they paid for telephone calls with prisoners at BCSO facilities.

**COUNT VI**

**(Violation of Massachusetts Consumer Protection Act, M.G.L. c. 93A - against Securus, on behalf of the Injunctive Relief and Monetary Relief Classes)**

94. Plaintiffs incorporate by reference the previous allegations as though fully set forth herein.
95. At all times relevant to this complaint, Defendant Securus was engaged in trade or commerce.
96. Plaintiffs and the Class members have suffered or may suffer injury directly due to unfair or deceptive acts or practices engaged in by Securus, in violation of M.G.L. c. 93A, § 2 and 940 C.M.R. § 3.16(2).
97. The unfair or deceptive acts or practices include, but are not limited to:

- (a) Charging and collecting money from the Monetary Relief Class members for telephone calls made by prisoners, in order to make unlawful payments to the BCSO;
- (b) Taking Plaintiffs' funds through coercion and without legal authority; and
- (c) Using funds derived from the telephone calls pay "commissions" and prearranged lump-sum payments to the BCSO in violation of Massachusetts statutes and regulations.

98. The actions of Securus described herein were performed willfully and knowingly.
99. As a result, Plaintiffs and the Class members have incurred monetary harm in an amount to be determined at trial.
100. On February 14, 2018, Plaintiffs, through their counsel, sent Securus a written demand for relief pursuant to M.G.L. c. 93A, § 9, identifying the claimants and reasonably describing the unfair or deceptive acts or practices committed and the injuries suffered. A copy of the demand letter is attached hereto as Exhibit A.
101. To date, Plaintiffs have received no reasonable offer of relief from Securus. Securus's refusal to grant relief was made in bad faith with knowledge or reason to know that Securus's acts violated M.G.L. c. 93A, § 2.

#### **PRAYER FOR RELIEF**

WHEREFORE, the Plaintiffs request that this Court enter judgment in their favor, in favor of the Classes, and against Securus and Sheriff Hodgson as follows:

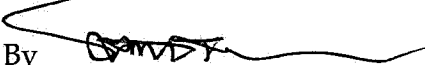
- (a) Certify this case as a class action with the named Plaintiffs as Class representatives and their attorneys as counsel on behalf of the Classes

described herein;

- (b) Declare that the manner in which the BCSO, by and through Defendant Sheriff Hodgson, has contracted with Defendant Securus to provide ICS is contrary to applicable Massachusetts law;
- (c) Declare that the payments made by Securus to the BCSO under the terms of the Contract, funded by prisoners and those with whom they communicate, constitute unlawful taxes or unlawful fees;
- (d) Enter an order on behalf of the Injunctive Relief Class enjoining Securus (1) from making payments to the BCSO with funds derived from ICS; (2) by further requiring that ICS charges be reduced accordingly; and (3) from taking any action to interfere with Plaintiffs' right to maintain this action, or from retaliating in any way against Plaintiffs for bringing this action;
- (e) Enter judgment against Securus for the greater of statutory damages or restitution of illegal payments collected from members of the Monetary Damages Class by reason of the unlawful conduct alleged above, including, without limitation, restitution for all funds Class members paid that were funneled to the BCSO as commissions or other prearranged lump-sum payments, plus interest upon any restitution awarded;
- (f) Treble such monetary relief awarded to Plaintiffs as provided by M.G.L. c. 93A, § 9(3);
- (g) Award the Plaintiffs their reasonable costs and attorneys' fees incurred in bringing this action as provided by M.G.L. c. 93A, §9(4); and
- (h) Grant such other and further relief as the Court deems necessary and proper.

Dated: May 2, 2018

Respectfully submitted,

By 

Stuart Rossman

*On Behalf of Plaintiffs' Counsel*

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Joanna K. Darcus, MA Bar No. 601146  
Brian Highsmith\*  
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\*Admitted to practice law in Maryland;  
application pending for limited practice  
in Massachusetts under SJC Rule 3.04.

*Attorneys for Plaintiffs and Proposed  
Classes*

February 14, 2018

Dennis Reinhold  
Vice President and General Counsel  
Securus Technologies, Inc.  
4000 International Parkway  
Carrollton, Texas 75007

Re: Massachusetts Consumer Protection Act  
M.G.L. c. 93A Demand Letter on behalf of  
Kellie Pearson, the Law Offices of Mark Booker, Roger Burrell, and Brian Givens,  
individually and as representative for all others similarly situated.

Dear Mr. Reinhold:

We represent Kellie Pearson, the Law Offices of Mark Booker, Roger Burrell, and Brian Givens, acting individually and on behalf of all others similarly situated. We write this demand letter pursuant to Massachusetts General Laws, Chapter 93A, Section 9, of the Massachusetts Consumer Protection Act. Securus Technologies Inc. (“Securus”) has engaged in unfair and deceptive practices related to charges for the delivery of telephone service for prisoners at correctional facilities operated by the Bristol County, Massachusetts Sheriff’s Office (“BCSO”). This letter describes the conduct for which Securus is liable under Massachusetts law. It also states the resulting injuries to Kellie Pearson, the Law Offices of Mark Booker, Roger Burrell, and Brian Givens (and other class members), and sets forth a demand for relief.

Kellie Pearson is a mental health clinician residing in Fall River, Massachusetts. Between September 2015 and June 2017, Pearson received and paid for calls from her husband, Michael T. Ray, who was during that time incarcerated at the Bristol County House Of Correction.

The Law Offices of Mark Booker is a criminal defense law firm in Boston, Massachusetts. The office receives and pays for calls that it receives from its incarcerated clients, including clients in Bristol County correctional facilities.

Roger Burrell is currently incarcerated at the Bristol County House Of Correction. He uses the telephone system operated by Securus to make calls to his mother and sister and to legal counsel, all Massachusetts residents.

Brian Givens is currently incarcerated at the Bristol County House Of Correction. He uses the telephone system operated by Securus to make calls to his attorney and to his friend, both Massachusetts residents.

Securus competes for exclusive telephone-service provider contracts in state and county correctional facilities across the country. During the contract procurement process, Securus includes "site commissions" in its contract proposals. Site commissions are fees added to the costs of a phone call from the correctional facilities to induce sheriffs and other facility operators to select among providers based on economic self-interest, rather than on only the price and quality of inmate calling services. Securus has a current contract with the BCSO that includes site commissions or analogous payments.

Securus has violated the Massachusetts Consumer Protection Act and caused harm to Pearson (and class). The violations include, but are not limited to:

- a. Inflation of the call rates and fees charged by Securus for calls made by prisoners in correctional facilities operated by the BCSO, and using the additional revenue to pay "site commissions" to the BCSO. These fees are charged to prisoners' families, friends, and attorneys, but the fees bear no relationship to the actual cost of providing inmate calling services and are not used to enhance call quality or service;
- b. Conversion of the monies paid by Pearson and the class for artificially high calling rates used by Securus to pay illegal and unfair kickback payments to the Sheriff;
- c. In Massachusetts, sheriffs are not authorized to charge or receive site commissions from prisoner collect calls. As the Supreme Judicial Court of Massachusetts has held, sheriffs are not permitted to charge fees absent an explicit statutory mandate. *Souza v. Sheriff of Bristol Cty.*, 455 Mass. 573, 579 (2010). Neither the sheriff nor Securus has legislative authorization to charge or distribute excess fees from prisoner collect calls. Because no statutory scheme "affirmatively permit[s]" such payments, the site commissions that Securus pays to the BCSO, although it is a government entity, are illegal and not immune from the coverage of the Massachusetts Consumer Protection Act. *Com. v. Fremont Inv. & Loan*, 452 Mass. 733, 750 (2008);
- d. To the extent that the BCSO uses the site commissions it receives from Securus, derived from prisoner calls, to pay for running its facilities, Pearson and the class members have been coerced by Securus into subsidizing the continued incarceration of BCSO prisoners.
- e. Because Securus operates as a monopoly provider to a captive market, Pearson and the class members have no choice but to use its services. Securus has abused its market power by inflating the price of calls to fund unlawful site commissions. That practice is both oppressive and unconscionable, and is thus unfair and deceptive within the meaning of the Massachusetts Consumer Protection Act. M.G.L. ch. 93A, sec. 2; Mass. Regs. Code. Tit. 940, sec. 3.16(1).

As a result of the activities of Securus described above, and other activities, Pearson (and class) have suffered substantial injury due to the inflated prices they must pay when they receive collect calls from prisoners in BCSO jails. Therefore, Securus is liable for these unfair and deceptive practices.

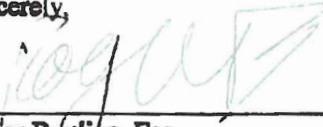
What appears in this letter is not an exhaustive recitation of the facts or law that may give rise to Securus's liability under the Massachusetts Consumer Protection Act. This letter serves merely as "a written demand for relief, identifying the claimant and reasonably describing the unfair or deceptive act or practice relied upon and the injury suffered" as required by M.G.L. c. 93A, sec. 9.

Kellie Pearson, the Law Offices of Mark Booker, Roger Burrell, and Brian Givens (and class) request the following relief as a result of Securus's conduct described above: reimbursement of all excess fees and charges paid by Pearson and class during the period within the applicable statute of limitations to Securus, including but not limited to the site commissions Securus paid to the BCSO, as a result of its unfair and deceptive practices. Pearson and class further request that Securus immediately cease and desist from charging inflated call rates and fees, and cease and desist from paying site commissions or analogous amounts to the BCSO.

Failure to make a reasonable written tender of relief within thirty (30) days of your receipt of this demand letter may result in Securus's liability for treble damages, costs, and reasonable attorneys' fees pursuant to Mass. Gen. Laws. Ann. sec. 93A, sec. 9.

We look forward to hearing from you.

Sincerely,



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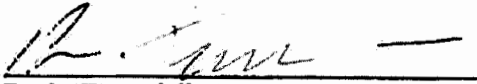
Roger Bertling, Esq.  
The Legal Services Center of Harvard Law School  
122 Boylston Street  
Jamaica Plain, Massachusetts 02130-2246  
(617) 390-2572  
FAX: (617) 522-0109



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Brian Highsmith, Esq.  
National Consumer Law Center  
7 Winthrop Square, Suite 400  
Boston, MA 02110-1245  
(617) 542-8010  
FAX: (617) 542-8028





**Bonita Tenneriello, Esq.**  
**Prisoners' Legal Services**  
**10 Winthrop Square, 3rd Floor**  
**Boston, MA 02110**  
**(617) 482-2773 ext. 106**  
**FAX: (617) 451-6383**

# EXHIBIT B

Delaware.gov

Governor | General Assembly | Courts | Elected Officials | State Agencies



Department of State: Division of Corporations

[Allowable Characters](#)

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- Status
- Validate Certificate
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**INFORMATION**

- Corporate Forms
- Corporate Fees
- UCC Forms and Fees
- Taxes
- Expedited Services
- Service of Process
- Registered Agents
- GetCorporate Status
- Submitting a Request
- How to Form a New Business Entity
- Certifications, Apostilles & Authentication of Documents

Entity Details

**THIS IS NOT A STATEMENT OF GOOD STANDING**

[File Number:](#) 2788631      [Incorporation Date / Formation Date:](#) 8/22/1997 (mm/dd/yyyy)

[Entity Name:](#) SECURUS TECHNOLOGIES, INC.

[Entity Kind:](#) Corporation      [Entity Type:](#) General

[Residency:](#) Domestic      State: DELAWARE

**REGISTERED AGENT INFORMATION**

[Name:](#) THE CORPORATION TRUST COMPANY

[Address:](#) CORPORATION TRUST CENTER 1209 ORANGE ST

[City:](#) WILMINGTON      [County:](#) New Castle

[State:](#) DE      [Postal Code:](#) 19801

[Phone:](#) 302-658-7581

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

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# EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

KELLIE PEARSON, ROGER BURRELL, )  
BRIAN GIVENS, and THE LAW )  
OFFICES OF MARK BOOKER, on )  
behalf of themselves and those )  
similarly situated, )

Plaintiffs, )

v. )

Case No.

THOMAS M. HODGSON, )  
Individually and )  
In His Official capacity as Sheriff )  
Of Bristol County )

and )

SECURUS TECHNOLOGIES, INC. )

Defendants. )

**DECLARATION OF RUSSELL ROBERTS**

I, Russell Roberts, hereby declare as follows:

1. I am employed as a Senior Vice President of Sales and Marketing by Securus Technologies, Inc. (“Securus”), which is located at 4000 International Parkway, Carrollton, Texas. I make this Declaration in support of Securus’ Notice of Removal pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. The matters set forth herein are based on my personal knowledge and/or review of business records for Securus. If called to testify, I could and would competently testify to the following:

2. Securus denies the validity and merit of all of Plaintiffs’ alleged claims, the legal theories upon which they are based, and the alleged claims for monetary and other relief. For purposes of removal, however, and without conceding that Plaintiffs or the putative class are

entitled to damages or penalties, the damages Plaintiffs seek from May 2014 to present, including Securus' payments to Bristol County Sheriff's Office, treble damages, and attorneys' fees exceeds \$5,000,000.

3. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on this 25th day of May, 2018, in Carrollton, Texas.

A handwritten signature in black ink, consisting of stylized, overlapping letters that appear to be 'R', 'R', and 'R'.

---

Russell Roberts

# EXHIBIT D

US DISTRICT COURT  
WESTERN DIST ARKANSAS  
FILED

JAN 09 2017

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF ARKANSAS

By DOUGLAS F. YOUNG, Clerk  
Deputy Clerk

EUGENE BROWN and )  
SHARON VELAZQUEZ individually and on )  
behalf of all others similarly situated, )  
 )  
 ) Plaintiffs, )  
 )  
 ) v. )  
 )  
SECURUS TECHNOLOGIES, INC., )  
 )  
 )  
 ) Defendant. )

Civil Action No. 17-5008

**CLASS ACTION COMPLAINT**  
**JURY TRIAL DEMANDED**

**INTRODUCTION**

1. Plaintiffs Eugene Brown and Sharon Velazquez, individually and on behalf of all others similarly situated, bring this class action on behalf of the Classes defined below (*infra* at ¶ 25) asserting claims under the common law of unjust enrichment, the Arkansas Deceptive Trade Practices Act, Ark. Code. Ann. 4-88-101 *et seq.* (“Arkansas DTPA”), and the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.* (“Illinois CFDPA”), seeking restitution, costs of suit and other relief against Defendant Securus Technologies, Inc. (“Securus” or “Defendant”) for its unjust and unreasonable conduct during the Class Period.<sup>1</sup> Specifically, during the Class Period, Securus charged exorbitant rates and fees for inmate calling services (“ICS”)—up to 100 times normal market rates—for inmate’s *intrastate* telephone calls pursuant to exclusive contracts with correctional facilities throughout the United States in violation of the

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<sup>1</sup> The term “Class Period” refers to the applicable statutes of limitations for each of Plaintiffs’ claims. Accordingly, the Class Period for Plaintiffs’ unjust enrichment claims begins on January 9, 2014. The Class Period for Plaintiffs’ claims under the Arkansas DTPA begins on January 9, 2012. The Class Period for Plaintiffs’ claims under the Illinois CFDPA begins on January 9, 2012.



applicable common law of unjust enrichment and state consumer protection laws of Arkansas and Illinois as alleged herein.

2. The following allegations are based on personal knowledge as to Plaintiffs' own conduct and are made on information and belief as to all other matters based on an investigation by counsel.

### **PARTIES**

3. Plaintiff Eugene Brown is a citizen of Arkansas who was incarcerated in the Mississippi County Detention Center, located in Luxora, Arkansas, between September 2013 and June 2014. Plaintiff Brown was forced to pay Securus unjust, unreasonable, unfair and/or deceptive amounts for intrastate phone calls within Arkansas including rates that were inflated by Securus to cover the payment of commissions to correctional facilities in exchange for being awarded exclusive ICS provider contracts. Plaintiff Brown is willing and able to serve as a class representative.

4. Plaintiff Sharon Velazquez is a former citizen of Illinois who has a family member who was incarcerated in multiple Illinois Department of Corrections ("IDOC") facilities including: (1) Pontiac Correctional Center located in Pontiac, Illinois, and (2) Menard Correctional Center located in Menard, Illinois, for various periods of time between 2005 through 2015. Plaintiff Velazquez was forced to pay Securus unjust, unreasonable, unfair and/or deceptive amounts including rates for intrastate phone calls within Illinois which were inflated by Securus to cover the payment of commissions to correctional facilities in exchange for being awarded exclusive ICS provider contracts. Plaintiff Velazquez also paid unjust and unreasonable deposit fees each time she funded her prepaid AdvanceConnect account with a credit card.

Plaintiff Velazquez began residing in Indiana on April 1, 2015. Plaintiff Velazquez is willing and able to serve as a class representative.

5. Securus is a privately held corporation headquartered in Dallas, Texas that provides managed telecommunications services at federal, state, and local correctional facilities in Arkansas and Illinois and throughout the United States. By using these services, inmates can communicate with family members, friends, attorneys, and other approved persons outside the correctional facilities.

6. Securus was formed through the 2004 acquisition of Evercom Systems, Inc. (“Evercom”) and T-Netix, Inc. (“T-Netix”) by H.I.G. Capital, LLC, a Miami-based private equity firm with more than \$1 billion of equity capital under management. Securus’s predecessors consolidated a large portion of the industry through the acquisition of several inmate telephone service providers across the United States in the late 1990s.

7. Securus provides and/or has provided ICS pursuant to contracts with forty-six states (including, in Illinois, a contract with the IDOC dated October 19, 2012 continuing through June 30, 2017,) as well as contracts with counties and municipalities across the United States (including counties in Arkansas) during the Class period. Securus serves and/or has served approximately 2,200 correctional facilities in forty-six states (including in Arkansas and Illinois) and more than 1.2 million inmates nationwide.

#### **JURISDICTION AND VENUE**

8. Jurisdiction is proper in this Court pursuant to 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 Securus.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) in that Securus transacts substantial business within, and is subject to personal jurisdiction in, this District and thus “resides” in this District. Venue is also proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the claims asserted herein took place in this District.

#### DEFENDANT’S UNLAWFUL CONDUCT

10. Inmates are literally a captive market for Securus, which provides pay telephone services in prisons, jails, and other correctional facilities. As noted by the Federal Communications Commission (the “FCC”), there are no competitive market forces to constrain the prices set by Securus.<sup>2</sup>

11. Securus has secured for itself the right to provide telephone services to hundreds of thousands of inmates through exclusive contracts with thousands of correctional facilities.<sup>3</sup> As a result of the monopolies created by these exclusive contracts, Securus faces little or no competition to challenge increasing telephone rates.<sup>4</sup>

12. In return for this monopoly power, Securus provides kickbacks which are formally referred to as “site commissions,” and also frequently referred to as concession fees, administration fees and other payments to the contracting parties and/or facilities. By way of example, Securus paid an 87.1% commission under the contract covering IDOC facilities during

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<sup>2</sup> See *In re Rates for Interstate Inmate Calling Servs.*, 28 FCC Rcd. 14107, 14129 (F.C.C. Sept. 26, 2013) (“*Interstate Inmate Calling Servs. P*”).

<sup>3</sup> Securus represents with respect to its ICS that it uses an internet protocol format to send inmate-initiated communications services through the entire course of the call until delivered to the terminating landline or wireless carrier. This is commonly referred to as Voice over Internet Protocol (“VoIP”).

<sup>4</sup> See FCC Opp. p.3 (stating that “each provider is a monopoly in a given facility”).

the Class Period.<sup>5</sup> Securus pays concession fees to many state and county run correctional facilities. Securus pledged to pay Mississippi County, Arkansas more than 53% of revenue generated from inmate telephone calls in exchange for being the exclusive provider of ICS to Mississippi County jails. As a result of the absence of competition, “[f]amilies of incarcerated individuals often pay significantly more to receive a single 15-minute call from prison than for their basic monthly phone service.”<sup>6</sup>

13. Securus charges vastly more than market rates for inmates’ intrastate calls within the United States, as well as exorbitant, unreasonable, unjust, unfair, and/or deceptive Ancillary Charges that lack any reasonable relationship to Securus’s intrastate calling costs.<sup>7</sup>

14. The total payments of kickbacks in the form of site commissions (often referred to as concession fees, administrative fees and other payments) made by Securus to the correctional facilities it services have exceeded hundreds of millions of dollars. Securus’s Chief Executive

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<sup>5</sup> [https://www.prisonphonejustice.org/media/phonejustice/Illinois\\_20122013\\_Securus\\_Phone\\_Contract.pdf](https://www.prisonphonejustice.org/media/phonejustice/Illinois_20122013_Securus_Phone_Contract.pdf)

<sup>6</sup> *Interstate Inmate Calling Servs. I*, 28 FCC Rcd. At 14130.

<sup>7</sup> The FCC defines “Ancillary Charges” as “fees charged to ICS end users [anyone who pays for and uses inmate calling services] such as, but not limited to, a charge for the establishment of debit and prepaid accounts for inmates in facilities served by the ICS provider or those inmates’ called parties; a charge to add money to those established debit or prepaid accounts; a charge to close debit or prepaid accounts and refund any outstanding balance; a charge to send paper statements to ICS end users; a charge to send calls to wireless numbers; fees characterized as “regulatory recovery fees,” penalty charges assessed on the account for perceived three-way calling or other perceived violations of the security provisions mandated by the correctional facility; and other charges ancillary to the provision of communication services.” See [https://apps.fcc.gov/edocs\\_public/attachmatch/DOC-327664A1.pdf](https://apps.fcc.gov/edocs_public/attachmatch/DOC-327664A1.pdf) [https://apps.fcc.gov/edocs\\_public/attachmatch/DOC-327664A1.pdf](https://apps.fcc.gov/edocs_public/attachmatch/DOC-327664A1.pdf) (last visited Dec. 20, 2016); see also 47 C.F.R. § 64.6000 (defining “Ancillary Charges”).

Officer Rick Smith has stated that these kickbacks are “tremendously unfair ... [but] it’s the nature of being in the business.”<sup>8</sup>

15. During rulemaking proceedings governing interstate charges, the FCC investigated whether interstate charges were “unreasonably high, unfair, and far in excess of the cost of providing service.”<sup>9</sup> The FCC concluded that they were, and that Securus and similar companies “exploited [their] economic position by charging rates for interstate calls greatly exceeding the cost of providing service, in direct violation of the requirements of Sections 201 and 276 of the Federal Communications Act that those rates be just, reasonable, and fair.”<sup>10</sup> Likewise, the FCC has concluded that “[it] believe[s] the same legal and policy concerns identified in the Order apply equally with regard to high *intrastate* rates.”<sup>11</sup>

16. More particularly, during the rulemaking proceedings regarding the rates and fees associated with ICS, the FCC concluded that:

- Under existing law, commission payments to correctional facilities are profit-sharing kickback arrangements and “are not a ... category of ... costs” recoverable from end-users in the rates charged for interstate telephone calls. *Interstate Inmate Calling Servs. I*, 28 FCC Rcd. at 14135-37.
- Because correctional facilities grant the monopoly franchise partly on the basis of the commission payment offered, “competition” among providers produces increased commission payments and higher end-user charges. *See id.* at 14129.

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<sup>8</sup> Markowitz, Eric “Amid Death Threats, An Embattled Prison Phone Company CEO Speaks Out” *The International Business Times* Jan. 26, 2016, <http://www.ibtimes.com/amid-death-threats-embattled-prison-phone-company-ceo-speaks-out-276551> (last visited Dec. 21, 2016).

<sup>9</sup> *In re Rates for Interstate Inmate Calling Servs.*, 28 FCC Fcd 15927, 15929 (F.C.C. Nov. 21, 2013) (“*Interstate Inmate Calling Servs. II*”).

<sup>10</sup> FCC Op., at p. 1.

<sup>11</sup> *Interstate Inmate Calling Servs. I*, 28 FCC Rcd. At 14174 (emphasis added).

- Inmate telephone rates have “inflict[ed] substantial and clear harm on the general public (and not merely on private interests)” and must be rejected under existing legal precedent. *Interstate Inmate Calling Servs. II*, 28 FCC Rcd. at 15938.
- With regard to certain per call charges, “[t]he record indicates these per call charges are often extremely high and therefore, unjust, unreasonable and unfair for a number of reasons.” *Interstate Inmate Calling Servs. I*, 28 FCC Rcd. at 14154-55.
- “[F]or many years, interstate [inmate telephone service] rates have been **unreasonably high, unfair, and far in excess of the cost of providing service.**” *Interstate Inmate Calling Servs. II*, 28 FCC Rcd at 15929-30 (emphasis added). In regard to *intrastate* rates, the FCC has stated that: “[W]e conclude that competition and market forces have failed to ensure just, reasonable, and fair interstate ICS rates, and, for the same reasons, we tentatively conclude that the same failure has occurred for intrastate ICS rates as well.” *Interstate Inmate Calling Servs. I*, 28 FCC Rcd. at 14174- 75.

17. The FCC has further stated, “[f]or the same reasons we found that site commission payments are not part of the cost of providing interstate ICS, we tentatively conclude that site commissions should not be recoverable through intrastate rates[.]” *Interstate Inmate Calling Servs. I*, 28 FCC Rcd. at 14175.

18. In reference to the many Ancillary Charges assessed by Securus and other inmate calling service providers, the FCC has expressed its concern that assessments of Ancillary Charges “are not reasonably related to the cost of providing service.”<sup>12</sup> The FCC noted that the charges for services ancillary to the provision of ICS result in “significant additional burdens on consumers and considerably inflate the effective price they pay for ICS,”<sup>13</sup> concluding that “[t]here is a broad consensus in the record on the need for the Commission to reform ancillary charges.”<sup>14</sup>

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<sup>12</sup> *Interstate Inmate Calling Servs. II*, 29 F.C.C. Fcd. at 13170, 13173.

<sup>13</sup> *Id.* at 13202.

<sup>14</sup> *Id.* at 13203.

19. As demonstrated above, the FCC has unequivocally determined that interstate ICS providers have, for many years, charged unjust and unreasonable rates in violation of the Federal Communications Act, 47 U.S.C. §§ 201 *et seq.* (the “FCA”), by incorporating commission payments by ICS providers to correctional facilities and other unjust and unreasonable fees and costs into their charges for interstate calls, and as the ICS Orders reflect, the same violative behavior and findings apply to intrastate calls.<sup>15</sup>

20. On June 16, 2014, the FCC implemented a Mandatory Data Collection to inform its evaluation of the costs of inmate calling services and reform options under the FCA. As part of that process, the FCC required all ICS providers to supply data regarding their costs of providing ICS, including information on the Ancillary Charges imposed on ICS end users.

21. The FCC’s September 2013 and November 2013 orders did not create a new obligation for Securus; rather, they simply reiterated Securus’s longstanding legal obligations – obligations that Securus violated throughout the Class Period.<sup>16</sup>

22. As a result of Securus’s imposition of exorbitant, unfair, unjust, and/or unreasonable rates and Ancillary Charges for intrastate calls during the Class Period, Plaintiffs and members of the Classes defined below (*infra* at ¶ 25) have been damaged.

#### TOLLING

23. On February 16, 2000, a class action complaint was brought against several inmate telephone service providers based on some of the conduct alleged herein.<sup>17</sup> That case remains

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<sup>15</sup> *Interstate Inmate Calling Servs. I*, 28 FCC Rcd. at 14173-78.

<sup>16</sup> *See Billed Party Preferences For Interlata 0+ Calls*, 13 FCC Rcd. 6122, 6156 (FCC Jan. 29, 1998) (finding that inmate telephone rates “must conform to the just and reasonable requirements of Section 201”).

<sup>17</sup> *See Wright v. Corrections Corporation of America, et al.*, No. 00-cv-0293-GK (D.D.C.).

stayed. Additionally, current and former inmates petitioned the FCC as early as 2003 to address inmate telephone rates and the FCC has issued various rulings and pronouncements since then.

24. Securus has been on notice since as early as 2000 that its conduct was unlawful and the claims alleged herein are ripe for disposition.

### CLASS ALLEGATIONS

25. Plaintiffs bring this action as a class action pursuant to Fed. R. Civ. P. 23 asserting claims under the Arkansas and Illinois consumer protection statutes and the common law of unjust enrichment on behalf of themselves and the following state and multistate Classes of those similarly situated (hereinafter collectively, the “Classes”):

a) Plaintiff Eugene Brown brings this action on behalf of himself and the two classes that include the following individuals:

1) All persons in Arkansas who, at any time within the applicable limitations period: (1) paid to use inmate calling services provided by Securus (including its operating subsidiaries) to make or receive one or more intrastate phone calls from a correctional facility in Arkansas during a period of time when Securus paid the facility a commission of any type in connection with the intrastate calls; and/or (2) paid deposit fees to Securus in order to fund a prepaid account used to pay for any intrastate calls; and/or (3) paid other Ancillary Charges in connection with any intrastate calls (the “Arkansas Class”); and

2) All persons who, while residing in Arkansas, California, Connecticut, Hawaii, Iowa, Indiana, Michigan, Nebraska, New Hampshire, South Carolina, Vermont, and West Virginia, at any time within the applicable limitations period: (1) paid to use inmate calling services provided by Securus (including its operating subsidiaries) to make or receive one or more intrastate phone calls from a correctional facility during a period of time when Securus paid the facility a commission of any type in connection with the intrastate calls; and/or (2) paid deposit fees to Securus in order to fund a prepaid account used to pay for any intrastate calls; and/or (3) paid other Ancillary Charges in connection with any intrastate calls (the “Multistate UE Class I”).



b) Plaintiff Velazquez brings this action on behalf of herself and the two classes that include the following individuals:

1) All persons in Illinois who, at any time within the applicable limitations period: (1) paid to use inmate calling services provided by Securus (including its operating subsidiaries) to make or receive one or more intrastate phone calls from a correctional facility in Illinois during a period of time when Securus paid the facility a commission of any type in connection with the intrastate calls; and/or (2) paid deposit fees to Securus in order to fund a prepaid account used to pay for any intrastate calls; and/or (3) paid other Ancillary Charges in connection with any intrastate calls (the "Illinois Class"); and

2) All persons who, while residing in Illinois, Arizona, Colorado, Delaware, Louisiana, Massachusetts, North Dakota, New Jersey, Oklahoma and Texas, at any time within the applicable limitations period: (1) paid to use inmate calling services provided by Securus (including its operating subsidiaries) to make or receive one or more intrastate phone calls from a correctional facility during a period of time when Securus paid the facility a commission of any type in connection with the intrastate calls; and/or (2) paid deposit fees to Securus in order to fund a prepaid account used to pay for any intrastate calls; and/or (3) paid other Ancillary Charges in connection with any intrastate calls (the "Multistate UE Class II").

26. 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.

27. The members of the Classes are so numerous that individual joinder of all the members is impracticable. On information and belief, there are many thousands of persons who have been affected by Securus's conduct. The precise number of Members of the Classes is presently unknown to Plaintiffs, but may be ascertained from Securus's books and records. The members of the Classes 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.

28. Common questions of law and fact exist as to the Classes, as required by Fed. R. Civ. P. 23(a)(2), and predominate over any questions that affect only individual Members of the Classes within the meaning of Fed. R. Civ. P. 23(b)(3). The common questions of law and fact include, but are not limited to, the following:

- (a) whether it is unjust and unreasonable for Securus to inflate ICS rates to pay commissions to correctional facilities for which it is the exclusive provider of ICS;
- (b) whether Securus has charged intrastate ICS rates and Ancillary Charges that unreasonably exceed costs of providing intrastate service;
- (c) whether, through the acts and practices complained of herein, Defendant was unjustly enriched; and
- (d) whether, through the acts and practices complained of herein, Securus committed unfair and/or deceptive business practices;
- (e) whether, through the acts and practices complained of herein, Defendant has violated the Arkansas DTPA;
- (f) whether, through the acts and practices complained of herein, Securus has violated the Illinois CFDPA;
- (g) whether Plaintiffs and the Classes have been damaged by Securus's acts 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.

29. Plaintiffs' claims are typical of the claims of the Classes they seek to represent under Fed. R. Civ. P. 23(a)(3) because Plaintiffs and the members of the Classes have been subjected to the same wrongful practices and have been damaged thereby in the same manner.

30. Plaintiffs will fairly and adequately represent and protect the interests of the Classes as required by Fed. R. Civ. P. 23(a)(4). Plaintiffs are adequate representatives of the Classes because they have no interests that are adverse to the interests of the Classes. Plaintiffs are committed to the vigorous prosecution of this action and to that end Plaintiffs have retained

counsel who are competent and experienced in handling class action litigation on behalf of consumers.

31. 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 Plaintiffs and each Member of the Classes are relatively small compared to the burden and expense that would be required to individually litigate their claims against Securus, so it would be impracticable for each Member of the Classes to individually seek redress for Securus's wrongful conduct. Even if Members of the Classes could afford individual litigation, 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.

32. In the alternative, this action is certifiable under the provisions of Fed. R. Civ. P. 23(b)(1) because:

- (a) the prosecution of separate actions by individual Member of the Classes would create a risk of inconsistent or varying adjudications with respect to individual Member of the Classes that would establish incompatible standards of conduct for Securus; and
- (b) the prosecution of separate actions by individual Member of the Classes would create a risk of adjudications as to them that would, as a practical matter, be dispositive of the interests of the other Member of the Classes not parties to the adjudications or substantially impair or impede their ability to protect their interests.

33. In the alternative, this action is certifiable under the provisions of FED. R. CIV. P. 23(b)(2) because Securus has acted or refused to act on grounds generally applicable to the Classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with

respect to the Classes as a whole and necessitating that any such relief be extended to Members of the Classes on a mandatory, class wide basis.

34. Plaintiffs are 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  
UNJUST ENRICHMENT  
(ON BEHALF OF PLAINTIFF BROWN AND THE MULTISTATE UE CLASS I)**

35. Plaintiff Brown and Members of the Multistate UE Class I hereby incorporate by reference paragraphs 1-34 of this Complaint as if fully set forth herein.

36. Securus's conduct as described herein constitutes Unjust Enrichment, for which Plaintiff Brown and Members of the Multistate UE Class I are entitled to pursue equitable remedies under the common law.

37. As a direct and proximate result of Securus's acts and practices alleged herein, Securus has been unjustly enriched and has obtained money, earnings, profits, and benefits directly from Plaintiff Brown and the Multistate UE Class I to which Securus is not otherwise entitled and which it would not have obtained but for unreasonably charging Plaintiff Brown and Members of the Multistate UE Class I amounts to cover kickbacks and other exorbitant and/or unreasonable charges in order to reap unjust profits.

38. Securus's practices were intentional, knowing, malicious, and/or done with the intent to reap significant benefits at the expense of Plaintiff Brown and Members of the Multistate UE Class I. Securus is not entitled to this enrichment and obtained this enrichment to the detriment of Plaintiff Brown and Members of the Multistate UE Class I.

39. Plaintiff Brown and Members of the Multistate UE Class I have suffered, and will continue to suffer, damages as a result of Securus's unjust retention of proceeds from their acts and

practices alleged herein and are entitled to pursue civil claims for restitution of the amounts charged to unjustly enrich Securus as alleged above.

40. Under principles of equity and justice, Securus should be required to restore the above-described unjust enrichment to Plaintiff Brown and Members of the Multistate UE Class I in amounts to be determined at trial.

**COUNT II  
UNJUST ENRICHMENT  
(ON BEHALF OF PLAINTIFF VELAZQUEZ AND THE MULTISTATE UE CLASS II)**

41. Plaintiff Velazquez and Members of Multistate UE Class II hereby incorporate by reference paragraphs 1-34 of this Complaint as if fully set forth herein.

42. Securus's conduct as described herein constitutes Unjust Enrichment, for which Plaintiff Velazquez and Members of the Multistate UE Class II are entitled to pursue equitable remedies under the common law.

43. As a direct and proximate result of Securus's acts and practices alleged herein, Securus has been unjustly enriched and has obtained money, earnings, profits, and benefits directly from Plaintiff Velazquez and Members of the Illinois Class to which Securus is not otherwise entitled and which it would not have obtained but for unreasonably charging Plaintiff Velazquez and Members of the Multistate UE Class II amounts to cover kickbacks and other exorbitant and/or unreasonable charges in order to reap unjust profits.

44. Securus's practices were intentional, knowing, malicious, and/or done with the intent to reap significant benefits at the expense of Plaintiff Velazquez and Members of the Multistate UE Class II. Securus is not entitled to this enrichment and obtained this enrichment to the detriment of Plaintiff Velazquez and Members of the Multistate UE Class II.

45. Plaintiff Velazquez and Members of the Multistate UE Class II have suffered, and will continue to suffer, damages as a result of Securus's unjust retention of proceeds from their acts and practices alleged herein and are entitled to pursue civil claims for restitution of the amounts charged to unjustly enrich Securus as alleged above.

46. Plaintiff Velazquez and Members of the Multistate UE Class II have no alternative adequate remedy at law to recover the proceeds unjustly retained by Securus.

47. Under principles of equity and justice, Securus should be required to restore the above-described unjust enrichment to Plaintiff Velazquez and Members of the Multistate UE Class II in amounts to be determined at trial.

**COUNT III**  
**VIOLATION OF THE ARKANSAS DECEPTIVE TRADE PRACTICES**  
**ACT, Ark. Code Ann. §4-88-101 ET. SEQ.**  
**(ON BEHALF OF THE ARKANSAS CLASS)**

48. Plaintiff Brown hereby incorporates by reference paragraphs 1-34 of this Complaint as if fully set forth herein.

49. Plaintiff Brown brings this claim on his own behalf and on behalf of each member of the Arkansas Class against Securus.

50. Securus's actions described in this complaint violate the Arkansas DTPA.

51. Securus violated Section 4-88-107(a)(8) of the Arkansas DTPA which prohibits "[k]nowingly taking advantage of a consumer who is reasonably unable to protect his or her interest because of: (A) Physical Infirmary; (B) Ignorance; (C) Illiteracy; (D) Inability to understand the language of the agreement; or (E) A similar factor." Securus knowingly took advantage of Plaintiff Brown and Members of the Arkansas Class who were unable to protect their interest because (as known to Securus) Plaintiff Brown and Members of the Arkansas Class were a

captive market for Securus's services and had no ability to choose a provider who did not pay kickbacks and impose unconscionable charges when making or receiving a call involving an incarcerated person. As a direct result of Securus's violation of the Arkansas DTPA, Plaintiff Brown and Members of the Arkansas Class have suffered damages, including being forced to fund the kickback payments and charged unconscionable fees.

52. Securus violated Section 4-88-107(a)(10) which prohibits "[e]ngaging in any other unconscionable, false, or deceptive act or practice in business, commerce, or trade." Under the circumstances presented by this case, Securus engaged in an "unconscionable, false, or deceptive act" by including amounts to fund kickbacks and for exploitive, improper and/or undisclosed fees and charges in the amounts collected from Plaintiff Brown and Members of the Arkansas Class for intrastate phone services. As a direct result of Securus's violation of the Arkansas DTPA, Plaintiff Brown and Members of the Arkansas Class have suffered damage as a result of unwittingly being charged to fund the kickback payments and pay for exploitive fees and charges.

53. Plaintiff Brown and Members of the Arkansas Class are entitled to pursue civil claims for relief or recover compensation for their damages in the amount of the unjust and unreasonable rates and charges imposed as a result of the exploitive and/or improper conduct as alleged above, and for the costs and reasonable attorney fees incurred with regard to bringing this action pursuant to Ark. Code Ann. § 4-88-113(f).

**COUNT IV**  
**VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS**  
**PRACTICES ACT, 815 ILCS 505/1, ET SEQ.**  
**(ON BEHALF OF THE ILLINOIS CLASS)**

54. Plaintiff Velazquez hereby incorporates by reference paragraphs 1-34 of this Complaint as if fully set forth herein.

55. Plaintiff Velazquez bring this claim on their own behalf and on behalf of each member of the Illinois Class against Securus.

56. Securus is a “person” as that term is defined in 815 ILCS 505/1(c).

57. Plaintiff Velazquez and Members of the Illinois Class are “consumers” as the term is defined in 815 ILCS 505/1(e).

58. The Illinois CFA provides, in pertinent part: “Unfair methods of competition and unfair or deceptive acts or practices ... in the conduct of trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby ....” 815 ILCS 505/2.

59. Securus’s business practices alleged herein are unfair and/or deceptive acts or practices and, thus, constitute multiple, separate and independent violations of 815 ILCS 505/1, *et seq.* These wrongful acts and practices include, without limitation:

- (a) Inflating ICS rates to cover the payments of commissions to the correctional facilities for which Securus was the exclusive provider of ICS;
- (b) Charging Plaintiff Velazquez and Members of the Illinois Class unreasonable and unjust telephone rates and Ancillary Charges for ICS that Securus provided pursuant to its exclusive contracts with correctional facilities;
- (c) Utilizing its position as the exclusive provider of ICS to charge Plaintiff Velazquez and Members of the Illinois Class telephone rates and Ancillary Charges that unreasonably exceed costs of providing intrastate ICS; and
- (d) Engaging in other unfair or unlawful conduct as described in this Complaint.

60. Securus engaged in these unfair and/or deceptive acts or practices in the conduct of business, trade, or commerce in the State of Illinois.

61. Securus knew or should have known that its conduct violated the Illinois CFA.



62. Securus's unfair and/or deceptive acts or practices alleged herein constitute consumer-oriented conduct in that Securus's deceptive acts or practices were directed to, and affected, ICS consumers, including Plaintiff Velazquez and Members of the Illinois Class.

63. Plaintiff Velazquez and Members of the Illinois Class suffered ascertainable loss cause by Securus's unfair conduct.

64. Securus's unfair and/or deceptive acts or practices alleged herein have a broad, adverse impact on consumers, including Plaintiff Velazquez and Members of the Illinois Class.

65. Securus's unfair and/or deceptive acts or practices alleged herein are part of a pattern of conduct by Securus, are ongoing, and are likely to continue to harm the public and frustrate the public interest in just and reasonable telephone rates and charges.

66. Securus's unfair and/or deceptive acts or practices alleged herein are material in that they related to matters that would reasonably be expected to be important to a reasonable consumer in making his or her decision whether to do business with Securus.

67. As a direct and proximate result of Securus's violations of the Illinois CFA, Plaintiff Velasquez and Members of the Illinois Class have suffered injury-in-fact and/or actual damages.

68. Plaintiff Velasquez and Members of the Illinois Class seek an order enjoining Securus's unfair and/or deceptive acts or practices, and for punitive damages, attorneys' fees, and any other just and proper relief available under 815 ILCS 505/1 *et seq.*

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request that this Court enter a judgment against Securus and in favor of Plaintiffs and the Classes, and award the following relief:

- (a) Certification of this action as a class action pursuant to Fed. R. Civ. P. 23(b)(1), (b)(2), or (b)(3) on behalf of the Classes as defined above;
- (b) Declaration, judgment, and decree that the conduct alleged herein:
  - Constitutes an unreasonable and unlawful act;
  - Unjustly enriched Securus;
  - Violates the Arkansas DTPA;
  - Violates the Illinois CFDPA; and
- (c) Damages to Plaintiffs and the Classes to the maximum extent allowed under state and federal law;
- (d) Costs and disbursements of the action;
- (e) Restitution and/or disgorgement of Securus's ill-gotten gains;
- (f) Pre- and post-judgment interest;
- (g) Reasonable attorneys' fees; and
- (h) Such other and further relief as this Court may deem just and proper.

**JURY TRIAL DEMAND**

Plaintiffs request a jury trial on all issues so triable.

Dated: January 9, 2017

Respectfully Submitted,

**AMY C. MARTIN**



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**BERGER & MONTAGUE, P.C.**

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*Attorneys for Plaintiffs and the Proposed Class*

# EXHIBIT E

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF ARKANSAS  
FAYETTEVILLE DIVISION

PATRICK ANTOON, JR.

PLAINTIFF

V.

CASE NO. 5:17-CV-5008

SECURUS TECHNOLOGIES, INC.

DEFENDANT

CONSENT JUDGMENT

Plaintiff Patrick Antoon, Jr. and Defendant Securus Technologies, Inc. ("Securus") have agreed to resolve the claims between them herein, by entry of judgment under Fed. R. Civ. P. 68. See Doc. 83. Accordingly, the Court finds that, pursuant to the agreement of the parties, Mr. Antoon is entitled to and hereby awarded judgment against Securus on his First Amended Complaint (Doc. 23) in the amount of six hundred thirty-eight dollars and eighty-seven cents (\$638.87).

IT IS SO ORDERED, ADJUDGED, AND DECREED on this 5<sup>th</sup> day of March, 2018.

  
TIMOTHY L. BROOKS  
UNITED STATES DISTRICT JUDGE

# EXHIBIT F



Commonwealth of Massachusetts

SUFFOLK, SS.

TRIAL COURT OF THE COMMONWEALTH  
SUPERIOR COURT DEPARTMENT  
CIVIL DOCKET NO. SUCV2018-01360-BLS1

Pearson et al., PLAINTIFF(S),

v.

Hodgson et al., DEFENDANT(S)

SUMMONS

THIS SUMMONS IS DIRECTED TO Securus Technologies, Inc. (Defendant's name)

**You are being sued.** The Plaintiff(s) named above has started a lawsuit against you. A copy of the Plaintiff's Complaint filed against you is attached to this summons and the original complaint has been filed in the Suffolk Superior Court. **YOU MUST ACT PROMPTLY TO PROTECT YOUR RIGHTS.**

1. **You must respond to this lawsuit in writing within 20 days.** If you do not respond, the court may decide the case against you and award the Plaintiff everything asked for in the complaint. You will also lose the opportunity to tell your side of the story. You must respond to this lawsuit in writing even if you expect to resolve this matter with the Plaintiff. **If you need more time to respond, you may request an extension of time in writing from the Court.**
2. **How to Respond.** To respond to this lawsuit, you must file a written response with the court and mail a copy to the Plaintiff's Attorney (or the Plaintiff, if unrepresented). You can do this by:
  - a. Filing your **signed original** response with the Clerk's Office for Civil Business, \_\_\_\_\_ Court, \_\_\_\_\_ (address), by mail or in person, **AND**
  - b. Delivering or mailing a **copy** of your response to the Plaintiff's Attorney/Plaintiff at the following address: c/o Brian Highsmith, NCLC, 7 Winthrop Square, Suite 400, Boston MA 02110-1245
3. **What to include in your response.** An "Answer" is one type of response to a Complaint. Your Answer must state whether you agree or disagree with the fact(s) alleged in each paragraph of the Complaint. Some defenses, called affirmative defenses, must be stated in your Answer or you may lose your right to use them in court. If you have any claims against the Plaintiff (referred to as **counterclaims**) that are based on the same facts or transaction described in the Complaint, then you must include those claims in your Answer. Otherwise, you may lose your right to sue the Plaintiff about anything related to this lawsuit. If you want to have your case heard by a jury, you must **specifically** request a jury trial in your Answer or in a written demand for a jury trial that you must send to the other side and file with the court no more than 10 days after sending your Answer. You can also respond to a Complaint by filing a "Motion to Dismiss," if you believe that the complaint is legally invalid or legally insufficient. A Motion to Dismiss must be based on one of the legal deficiencies or reasons listed under Mass. R. Civ. P. 12. If you are filing a Motion to Dismiss, you must also comply with the filing procedures for "Civil Motions" described in the rules of the Court in which the complaint was filed, available at www.mass.gov/courts/case-legal-res/rules of court.

4. **Legal Assistance.** You may wish to get legal help from a lawyer. If you cannot get legal help, some basic information for people who represent themselves is available at [www.mass.gov/courts/selfhelp](http://www.mass.gov/courts/selfhelp).
5. **Required information on all filings:** The "civil docket number" appearing at the top of this notice is the case number assigned to this case and must appear on the front of your Answer or Motion to Dismiss. You should refer to yourself as the "Defendant."

Witness Hon. Judith Fabricant, Chief Justice on \_\_\_\_\_, 20\_\_\_\_.

  
Michael Joseph Donovan

Clerk-Magistrate

**Note:** The number assigned to the Complaint by the Clerk-Magistrate at the beginning of the lawsuit should be indicated on the summons before it is served on the Defendant.

### PROOF OF SERVICE OF PROCESS

I hereby certify that on \_\_\_\_\_, 20\_\_\_\_, I served a copy of this summons, together with a copy of the complaint in this action, on the defendant named in this summons, in the following manner (See Mass. R. Civ. P. 4 (d)(1-5)):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_

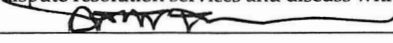
**N.B. TO PROCESS SERVER:**

**PLEASE ENTER THE DATE THAT YOU MADE SERVICE ON THE DEFENDANT IN THIS BOX – BOTH ON THE ORIGINAL SUMMONS AND ON THE COPY OF THE SUMMONS SERVED ON THE DEFENDANT.**

--



# EXHIBIT G

CIVIL ACTION COVER SHEET	DOCKET NO(S) <b>B.L.S.</b>	Trial Court Of Massachusetts Superior Court Department County: SUFFOLK
PLAINTIFF(S) Kellie Pearson, Roger Burrell, Brian Givens, and The Law Offices of Mark Booker, on behalf of themselves and those similarly situated		DEFENDANT(S) Thomas M. Hodgson and Securus Technologies, Inc.
ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE Board of Bar Overseers number Stuart Rossman, National Consumer Law Center 7 Winthrop Square, Boston, MA 02110 <b>BBO # 430640</b>		ATTORNEY (if known)
Origin Code Original Complaint		
TYPE OF ACTION AND TRACK DESIGNATION (See reverse side) CODE NO. TYPE OF ACTION (specify) TRACK IS THIS A JURY CASE? * _____ _____ (B) ( ) Yes <input checked="" type="checkbox"/> No <b>BJ.1 Claim against a business to which government is a party Track B This is not a jury case.</b>		
The following is a full and detailed statement of the facts on which plaintiff relies to determine eligibility in to The Business Litigation Session.		
<p>As stated in the attached complaint, plaintiffs assert (BH.1) claims for violation of antitrust or other trade regulation laws, (BH.2) claims of unfair trade practices involving complex issues, (BJ.1) claims by or against a business enterprise to which a government entity is a party, and (BK.) other commercial claims, including insurance, construction, real estate and consumer matters involving complex issues</p> <div data-bbox="1047 1087 1464 1346" style="border: 2px solid red; padding: 10px; text-align: center;"> <p><b>RECEIVED</b></p> <p>MAY - 2 2018</p> <p>SUPERIOR COURT-CIVIL MICHAEL JOSEPH DONOVAN CLERK/MAGISTRATE</p> </div>		
* A Special Tracking Order shall be created by the Presiding Justice of the Business Litigation Session at the Rule 16 Conference.		
PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT.		
"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods." Signature of Attorney of Record <u></u> DATE: <u>5/2/18</u>		

<b>CIVIL ACTION COVER SHEET</b>	DOCKET NUMBER	<b>Trial Court of Massachusetts</b> <b>The Superior Court</b>
---------------------------------	---------------	--

PLAINTIFF(S): <u>Kellie Pearson, Roger Burrell, Brian Givens, and The Law Offices of M</u> ADDRESS: <u>Care of Stuart Rossman, 7 Winthrop Square, Boston, MA 02110</u>	COUNTY <u>Suffolk</u>
ATTORNEY: <u>Stuart Rossman</u> ADDRESS: <u>7 Winthrop Square, Boston, MA 02110</u>	DEFENDANT(S): <u>Thomas M. Hodgson</u> <u>Securus Technologies, Inc.</u> ADDRESS: <u>Bristol County Sheriff's Office 400 Faunce Corner Road, Dartmouth, MA</u> <u>Securus Technologies, Inc., 14651 Dallas Parkway, Suite 600, Dallas, Texas 75254</u>
BBO: <u>430640</u>	

**TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)**

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
AD1	Equity Action involving Commonwealth, Municipal	A	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
*If "Other" please describe: _____			

**STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A**

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

**TORT CLAIMS**

(attach additional sheets as necessary)

A. Documented medical expenses to date:			
1. Total hospital expenses .....	\$	_____	_____
2. Total doctor expenses .....	\$	_____	_____
3. Total chiropractic expenses .....	\$	_____	_____
4. Total physical therapy expenses .....	\$	_____	_____
5. Total other expenses (describe below) .....	\$	_____	_____
<b>Subtotal (A):</b>	\$	_____	_____
B. Documented lost wages and compensation to date .....	\$	_____	_____
C. Documented property damages to dated .....	\$	_____	_____
D. Reasonably anticipated future medical and hospital expenses .....	\$	_____	_____
E. Reasonably anticipated lost wages .....	\$	_____	_____
F. Other documented items of damages (describe below) .....	\$	_____	_____

G. Briefly describe plaintiff's injury, including the nature and extent of injury:

**TOTAL (A-F):** \$ \_\_\_\_\_

**CONTRACT CLAIMS**

(attach additional sheets as necessary)

Provide a detailed description of claims(s): \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

**Signature of Attorney/Pro Se Plaintiff:** X \_\_\_\_\_ **Date:** \_\_\_\_\_

**RELATED ACTIONS:** Please provide the case number, case name, and county of any related actions pending in the Superior Court.

**CERTIFICATION PURSUANT TO SJC RULE 1:18**

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

**Signature of Attorney of Record:** X **Date:** 5/2/18

*Notefy*  
Commonwealth of Massachusetts  
County of Suffolk  
The Superior Court

✓ 4/4

CIVIL DOCKET#: SUCV2018-01360-BLS1

Case: Pearson et al. v. Hodgson et al.

Notice sent  
5/04/2018  
S. T. R.  
N. C. LAW C.

(sc)

**NOTICE OF ACCEPTANCE INTO BUSINESS LITIGATION SESSION**

This matter has been accepted into the Suffolk Business Litigation Session. It has been assigned to **BLS1**.

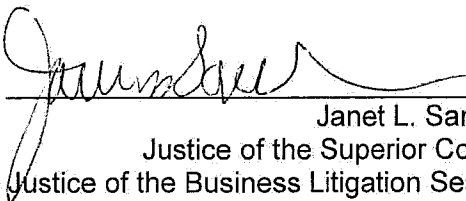
Hereafter, as shown above, all parties must include the initials "BLS1" at the end of the docket number on all filings.

Counsel for the plaintiff(s) is hereby advised that within seven (7) days of the filing of an appearance, answer, motion or other response to the complaint by or on behalf of the defendant(s) which has been served with process within the time limitation of Mass. R. Civ. P. 4(j), or such other time as may be modified by the Court, he or she shall send notice thereof to the appropriate BLS Session Clerk at Suffolk Superior Court, Three Pemberton Square, Boston, MA 02108.

Upon receipt of such notice, the Court will issue a Notice of Initial Rule 16 Conference for purposes of meeting with all counsel. Before the Rule 16 Conference, counsel shall discuss with their clients and with opposing counsel whether the parties will participate in the BLS Project on Discovery (counsel are directed to <http://www.mass.gov/courts/court-info/trial-court/sc/sc-bls-gen.html> for description of the Project). Counsel may indicate their respective client's participation by completing, filing and serving the attached form. If by the date of the initial Rule 16 Conference, not all parties have given notice of their participation, counsel shall be prepared to discuss at that conference whether their clients will participate in the Project.

The Court requests that plaintiff's counsel serve on opposing parties a copy of this notice and the attached form.

Dated: 5/3/18

  
Janet L. Sanders  
Justice of the Superior Court &  
Administrative Justice of the Business Litigation Session

**Commonwealth of Massachusetts  
County of Suffolk  
The Superior Court**

CIVIL DOCKET#: \_\_\_\_\_

Case: \_\_\_\_\_

As you may know, the Business Litigation Session began implementing a Discovery Project in January, 2010. This project is available on a voluntary basis for all new cases accepted into the BLS and for cases which have not previously had an initial case management conference. Counsel should be prepared to discuss the project with the Court at the initial case management conference. For a detailed copy of the BLS Discovery Project, counsel are directed to the Trial Court home page at: <http://www.mass.gov/courts/court-info/trial-court/sc/sc-bls-gen.html>)

If a party is willing to participate in the project, that party's counsel should so indicate below and return this form to the appropriate session clerk.

Yes, \_\_\_\_\_ is willing to participate in the Discovery Project.  
(Party's Name)

Case Name \_\_\_\_\_

Docket Number CIVIL DOCKET#: \_\_\_\_\_

Counsel For \_\_\_\_\_

Date \_\_\_\_\_

Firm Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please complete this form and return it to:

Helen Foley, Asst. Clerk **OR**  
BLS1, Room 1309  
3 Pemberton Square  
Boston, MA 02108

Richard V. Muscato, Jr., Asst. Clerk  
BLS2, Room 1017  
3 Pemberton Square  
Boston, MA 02108

**1884CV01360**

Stuart T Rossman, Esq.  
National Consumer Law Center  
7 Winthrop Square  
Boston, MA 02110

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

KELLIE PEARSON, ROGER BURRELL, BRIAN GIVENS, and THE LAW OFFICES OF MARK BOOKER, on behalf of themselves and those similarly situated

(b) County of Residence of First Listed Plaintiff Bristol County (EXCEPT IN U.S. PLAINTIFF CASES)

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

See attached sheet.

DEFENDANTS

THOMAS M. HODGSON, Individually and In His Official Capacity as Sheriff of Bristol County, and SECURUS TECHNOLOGIES, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

See attached sheet.

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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): Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) and 28 U.S.C. §§ 1441, 1446. Brief description of cause: Removal of state court putative class action

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/30/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Jason D. Frank

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**ATTORNEY INFORMATION ADDENDUM**

**Plaintiffs:**

Counsel of record in *Pearson v. Hodgson and Securus Technologies, Inc.*, Case No. SUCV2018-01360-BLS1, in Suffolk Superior Court, Business Litigation Session:

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bhighsmith@nclc.org

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Elizabeth Matos, Esq.  
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lmatos@plsma.org

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OF HARVARD LAW SCHOOL  
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Jamaica Plain, MA 02130  
Tel. 617.522.3003  
Fax. 617.522.0715  
rbertlin@law.harvard.edu

John Roddy, Esq.  
Elizabeth Ryan, Esq.  
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Tel. 617.439.6730  
Fax. 617.951.3954  
jroddy@baileyglasser.com  
eryan@baileyglasser.com



**Defendants:**

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Amanda McGee, Esq.  
Morgan, Lewis & Bockius LLP  
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amanda.mcgee@morganlewis.com

Elizabeth B. Herrington, Esq.\*  
Megan R. Braden, Esq.\*  
Morgan, Lewis & Bockius LLP  
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Chicago, IL 60601-5094  
Tel. 312.324.1445  
Fax. 312.324.1001  
beth.herrington@morganlewis.com  
megan.braden@morganlewis.com

*\*Applications for pro hac vice forthcoming*

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Pearson v. Hodgson

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

I. 410, 441, 470, 535, 830\*, 835\*, 891, 893, 895, R.23, REGARDLESS OF NATURE OF SUIT.

II. 110, 130, 140, 160, 190, 196, 230, 240, 290,320,362, 370, 371, 380, 430, 440, 442, 443, 445, 446, 448, 710, 720, 740, 790, 820\*, 840\*, 850, 870, 871.

III. 120, 150, 151, 152, 153, 195, 210, 220, 245, 310, 315, 330, 340, 345, 350, 355, 360, 365, 367, 368, 375, 376, 385, 400, 422, 423, 450, 460, 462, 463, 465, 480, 490, 510, 530, 540, 550, 555, 625, 690, 751, 791, 861-865, 890, 896, 899, 950.

\*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES  NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES  NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES  NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES  NO

7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES  NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division  Central Division  Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division  Central Division  Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES  NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Jason D. Frank; Amanda McGee

ADDRESS Morgan, Lewis & Bockius LLP, One Federal Street, Boston, MA 02110

TELEPHONE NO. (617) 341-7700

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Mass. Sheriff, Securus Involved in 'Kickback Scheme' to Overcharge Prisoners for Phone Calls](#)

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