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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BOBBIE JAMES, et al.,

Plaintiffs,

vs.

GLOBAL TEL*LINK CORPORATION,
INMATE TELEPHONE SERVICE and
DSI-ITI LLC,

Defendants.

13 Civ. 4989 (WJM) (MF)

**NOTICE OF MOTION TO
COMPEL ARBITRATION**

ORAL ARGUMENT REQUESTED

PLEASE TAKE NOTICE that, on a date and time to be set by the Court, defendants Global Tel*Link Corporation and DSI-ITI LLC (“Defendants”) shall move before the Honorable William J. Martini at the United States District Court for the District of New Jersey, Martin Luther King, Jr. Federal Building and Courthouse, 50 Walnut Street, Courtroom 4B, Newark, New Jersey 07101, for an order compelling arbitration pursuant to the Federal Arbitration Act and staying this matter pending conclusion of the individual arbitrations.

PLEASE TAKE FURTHER NOTICE that in support of this motion, Defendants will rely upon the brief and the Declaration of John W. Baker, II submitted herewith.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith.

PLEASE TAKE FURTHER NOTICE that, pursuant to L. Civ. R. 78.1(b), Defendants request oral argument on this motion.

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Dated: August 7, 2015

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DISTRICT OF NEW JERSEY**

BOBBIE JAMES, et al.,

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GLOBAL TEL*LINK CORPORATION,
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DSI-ITI LLC,

Defendants.

13 Civ. 4989 (WJM) (MF)

ORAL ARGUMENT REQUESTED

**DEFENDANTS GLOBAL TEL*LINK CORPORATION AND DSI-ITI
LLC'S BRIEF IN SUPPORT OF MOTION TO COMPEL ARBITRATION
PURSUANT TO THE FEDERAL ARBITRATION ACT AND TO STAY
THIS MATTER PENDING CONCLUSION OF THE INDIVIDUAL
ARBITRATIONS**

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Defendants Global Tel*Link Corporation and DSI-ITI, LLC (together, “GTL”) respectfully submit this brief in support of their motion to compel arbitration pursuant to the Federal Arbitration Act and to stay this matter pending conclusion of the individual arbitrations.

PRELIMINARY STATEMENT

GTL provides telecommunication services to jails, prisons and other correctional institutions based on agreements it enters into with the governmental entities that run those institutions. Plaintiffs are inmates or friends and family members of inmates who claim they signed up for an account so they could use GTL’s calling services. Although Plaintiffs opened accounts with GTL, they fail to acknowledge the Terms of Use of those accounts.

Plaintiffs likely ignore those Terms of Use because they require arbitration: ***“All claims arising out of or relating to these Terms of Use (including its formation, performance and breach) and the Service shall be finally settled by binding arbitration, excluding any rules or procedures governing or permitting class actions.”*** Plaintiffs’ agreements to arbitrate are binding and enforceable under the Federal Arbitration Act, as well as U.S. Supreme Court, Third Circuit and New Jersey precedent. Plaintiffs’ claims are covered by the broad language of this provision, requiring arbitration of “[a]ll claims arising out of or relating to these Terms of Use... and the Service....” GTL respectfully requests that the Court

grant their motion and compel Plaintiffs Bobbie James, Crystal Gibson, Barbara Skladany, Milan Skladany and Bettie King to arbitrate their claims on an individual basis, as they agreed to do under their agreement with GTL.

FACTUAL BACKGROUND

A. Plaintiffs' Allegations

GTL “provide[s] managed telecommunications services at state and local correctional facilities in New Jersey and elsewhere in the United States so inmates can communicate with family members, friends, attorneys and other approved persons outside the correctional facilities.” Compl. ¶ 12. One way for prisoners to call friends or family outside a correctional facility is by placing collect calls using GTL’s services. *Id.* ¶ 25. Other ways includes debit calls or calls paid for by the inmate’s commissary account. As alleged in the Complaint, GTL provides those services pursuant to contracts between GTL and state and county facilities. *Id.* ¶ 20.

B. Plaintiffs' GTL Accounts

Plaintiffs consist of six individuals (Bobbie James, Crystal Gibson, Betty King, Barbara Skladany and Milan Skladany) who have or had accounts with GTL. Four of the Plaintiffs are from New Jersey and two are from New York. Compl., ¶ 6-9, 11-12. One plaintiff (Mark Skladany) was incarcerated in Somerset County

Jail from September 2010 to September 2012 and currently is incarcerated in the New Jersey State Prison in Yardville. Compl., ¶ 10.

Plaintiff Crystal Gibson opened an Advance Pay Account through GTL's website on July 29, 2014. Declaration of John W. Baker, II ("Baker Decl.") ¶ 8. Gibson also opened an account on June 13, 2014, through GTL's IVR system and closed the account the same day. *Id.* Gibson alleges in the Complaint that she "became a customer of GTL in approximately September of 2010." Comp., ¶ 42. GTL, however, has no record of any such account dating back to 2010.

Plaintiff Bobbie James opened an Advance Pay Account on February 29, 2012. Plaintiff James continued using her account through 2014 and, specifically, deposited funds in her account using GTL's IVR system 38 times after July 2, 2013 – the date GTL amended its Terms of Use to include an arbitration provision. *See infra* at 4. Plaintiff James also opened up a new account on August 1, 2013 for a different phone number. Baker Decl. ¶ 9.

Plaintiff Barbara Skladany opened an Advance Pay Account on March 2, 2013. She continued using her account through 2014 and, specifically, deposited funds in her account using GTL's IVR system 15 times after July 2, 2013. Plaintiff Barbara Skladany also opened an account on November 16, 2006, and closed the account on August 19, 2013 – after GTL amended its Terms of Use to include an arbitration provision. *Id.*

Plaintiff Milan Skladany opened an Advance Pay Account on July 29, 2011. He continued using his account through 2014 and, specifically, deposited funds in this account using GTL's IVR system 9 times after July 2, 2013. *Id.*

Plaintiff Betty King had two accounts with GTL. The first account was opened on October 18, 2006, and was closed on July 9, 2013. The second account was opened on November 15, 2014, using GTL's IVR system, and Plaintiff King deposited money into that account three times using GTL's IVR system. Baker Decl. ¶ 10.

C. The Arbitration Agreement

By setting up and using their GTL accounts, Plaintiffs Bobbie James, Crystal Gibson, Barbara Skladany, Milan Skladany and Bettie King agreed to GTL's Terms of Use ("TOU"), which – as of July 2, 2013 – require arbitration of any claim arising out of or relating to GTL's services:

Arbitration. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration. All claims arising out of or relating to these Terms of Use (including its formation, performance and breach) and the Service shall be finally settled by binding arbitration, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to any claim that all or any part of these Terms of Use is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award

shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

TOU, § R(1) (attached as Ex. A, Baker Decl.) (emphasis in original). The Terms of Use also offer customers two non-arbitration choices: they can opt of arbitration or file an action in small claims court. TOU, § R(3), § R(4). None of the Plaintiffs opted out of arbitration. Baker Decl. ¶ 11. Regardless of the dispute resolution method selected, however, putative class actions are waived. TOU, § R(2).

Customers who opened or refilled their accounts through GTL's website are required to accept the Terms of Use before completing their transaction. Baker Decl. ¶ 2. Customers who opened or refilled their accounts through GTL's automated phone service received the following notice before entering their payment information:

Please note that your account, and any transactions you complete, with GTL, PCS, DSI-ITI, or VAC are governed by the terms of use and the privacy statement posted at www.offenderconnect.com. The terms of use and the privacy statement were most recently revised on July 3, 2013.

Baker Decl. ¶ 2.

PROCEDURAL HISTORY

On August 20, 2013, Plaintiffs filed a Complaint against GTL asserting seven causes of action: (1) violation of the NJCFA; (2) violation of certain provisions of N.J.S.A. § 56:8-176 of the NJCFA and N.J.A.C. § 45A-803; (3) violation of the New Jersey public utilities statutes (N.J.S.A. § 48-3.1 and 3.2); (4) unjust enrichment; (5) violation of the Federal Communications Act (47 U.S.C. § 201); (6) violation of the Takings Clause of the Fifth Amendment of the United States Constitution; and (7) declaratory judgment.¹ Plaintiffs also seek to certify a nationwide class of all persons since 2002 who either (i) were incarcerated in New Jersey and used GTL's services or (ii) who established an advanced pay account with GTL in order to receive telephone calls from prisoners in New Jersey. Compl. ¶ 61.

In the Complaint, Plaintiffs provide very little information regarding their accounts with GTL. For example, no Plaintiff states how he or she opened an account with GTL – whether online through GTL's website, by using GTL's automated system or by speaking with a customer service representative. Nor does any Plaintiff provide his or her account number with GTL. Accordingly, at the time the Complaint was filed, GTL did not have sufficient information to determine which Plaintiffs were subject to the arbitration clause in the Terms of

¹ Plaintiffs have since voluntarily dismissed their claims under the Federal Communications Act and the New Jersey public utilities statutes. D.E. 41.

Use.

After the case was stayed on primary jurisdiction grounds pursuant to GTL's motion (D.E. 36) and the stay was lifted on October 20, 2014 (D.E. 41), GTL filed an Answer to the Complaint on November 26, 2014 (D.E. 46) and filed an Amended Answer on March 9, 2015 (D.E. 67). In the Amended Answer, GTL asserted that "[t]he claims of at least some Plaintiffs and at least some members of the putative class are barred, in whole or in part, by an agreement to resolve all claims through binding arbitration." D.E. 67 at 16.

GTL did not immediately seek permission to file a motion to compel arbitration because it still did not have complete account information for all Plaintiffs. GTL does not require all customers to provide personal identifying information, such as names and addresses, when opening accounts. For example, customers who open their accounts using GTL's automated telephone (IVR) system are not required to provide any personal identifying information. Rather, those customers need only enter their telephone number. Baker Decl. ¶ 3.

For that reason, GTL served interrogatories on Plaintiffs on February 20, 2015, asking for the dates and methods Plaintiffs used to open their accounts, as well as the phone numbers they used. Responses to these interrogatories (albeit incomplete and uncertified) finally were provided by 4 of the 7 Plaintiffs on April 24, 2015, and 2 additional Plaintiffs have provided responses since then.

Although GTL still does not have complete information regarding the accounts of each Plaintiff, it now has sufficient information to confirm that at least 5 of the 7 Plaintiffs are bound by arbitration provision in the Terms of Use.

Pursuant to the Scheduling Order in this matter (D.E. 61), on May 8, 2015, GTL submitted a request for leave to file a motion to compel arbitration (as well as a motion for judgment on the pleadings). After the parties exchanged letters regarding this request (D.E. 75, 76, 78), Judge Falk held a conference call on May 26, 2015, during which he reserved decision on GTL's request for leave to file a motion to compel arbitration. During a status conference on July 14, 2015, Judge Falk granted GTL's request to file a motion to compel arbitration. At Judge Falk's direction during the May 26, 2015 conference call and during the July 14, 2015 conference, GTL has participated in discovery since it requested leave to file a motion to compel arbitration.

ARGUMENT

I. Legal Standards

The Federal Arbitration Act (“FAA”)² “was enacted in 1925 in response to widespread judicial hostility to arbitration agreements.” *AT & T Mobility LLC v. Concepcion*, 131 S. Ct. 1740, 1745 (2011). Under Section 2 of the FAA, an agreement to arbitrate “shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.” 9 U.S.C. § 2.³ The FAA thus reflects “a liberal federal policy favoring arbitration and the

² The FAA by its terms, applies to arbitration provisions contained in all contracts that, like those at issue here, “evidenc[e] a transaction involving commerce.” 9 U.S.C. § 2; *see also Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52, 56 (2003) (“term ‘involving commerce’ in the FAA . . . ordinarily signal[s] the broadest permissible exercise of Congress’ Commerce Clause power”); *Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 276-77 (1995) (directing that FAA be construed broadly to apply to all transactions affecting interstate commerce).

³ Federal courts in New Jersey have broadly applied *Concepcion* to hold that arbitration provisions and class action waivers cannot be voided on unconscionability or public policy grounds. *See Wolf v. Nissan Motor Acceptance Corp.*, 2011 WL 2490939, *6-7 (D.N.J. June 22, 2011) (“Based on the United States Supreme Court’s holding and reasoning in [*Concepcion*], the Court cannot find that any public interest articulated in this case . . . overrides the clear, unambiguous, and binding class action waiver included in the parties’ arbitration agreement”); *see also Wolf v. Nissan Motor Acceptance Corp.*, 2012 WL 1079340, *6 (D.N.J. Mar. 29, 2012) (finding plaintiff’s arguments regarding unconscionability of arbitration provisions “completely foreclosed . . . by controlling precedent from the Supreme Court and now from the Third Circuit Court of Appeals”); *Litman v. Cellco P’ship*, 655 F.3d 225, 230 (3d Cir. 2011) (finding leading New Jersey and Third Circuit case on unconscionability of arbitration provisions preempted by FAA and abrogated by *Concepcion*).

fundamental principle that arbitration is a matter of contract.” *Concepcion*, 131 S. Ct. at 1745.

A court should compel arbitration where (a) a valid agreement to arbitrate exists, and (b) the agreement encompasses the claims at issue. *See Trippe Mfg. Co. v. Niles Audio Corp.*, 401 F.3d 529, 532 (3d Cir. 2005); *see also Green Tree Fin. Corp.-Ala. v. Randolph*, 531 U.S. 79, 91-92 (2000) (party seeking to invalidate arbitration agreement bears the burden of showing why agreement is invalid). Enforcing arbitration agreements is strongly favored, and any ambiguity as to the arbitrability of a claim should be resolved in favor of arbitration. *See id.* (noting “presumption in favor of arbitrability”); *accord Morales v. Sun Constructors, Inc.*, 541 F.3d 218, 221 (3d Cir. 2008); *Gras v. Assocs. First Capital Corp.*, 346 N.J. Super. 42, 54 (App. Div. 2001). “[A]s a matter of federal law, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability.” *Moses H. Cone Mem’l Hosp. v. Mercury Const. Corp.*, 460 U.S. 1, 24–25 (1983).

II. At Least Five of the Seven Plaintiffs Agreed to Arbitrate the Claims Asserted in the Complaint.

A. Plaintiff Crystal Gibson Must Arbitrate Her Claims Because She Agreed To Arbitration When Opening Her GTL Account.

Plaintiff Crystal Gibson opened an Advance Pay Account through GTL's website on July 6, 2014. Baker Decl. ¶ 8.⁴ As part of the account-opening process, Gibson was presented with the Terms of Use and clicked a button to "accept" the Terms of Use. Baker Decl. ¶ 2. Gibson's registration response constitutes a valid acceptance of the Terms of Use. *See Davis v. Dell, Inc.*, No. 07-630 (AMD), 2007 WL 4623030, *4-5 (D.N.J. Dec. 28, 2007) *aff'd*, No. 07-630 (RBK), 2008 WL 3843837 (D.N.J. Aug. 15, 2008) (enforcing arbitration provision contained in online terms and conditions that plaintiff needed to "click through" in order to purchase product).

B. Plaintiffs Bobbie James, Barbara Skladany and Milan Skladany Must Arbitrate Their Claims Because They Continued Using GTL's Services After the Terms of Use Were Amended To Provide For Arbitration.

Plaintiffs Bobbie James, Barbara Skladany and Milan Skladany opened their accounts before there was an arbitration provision in the Terms of Use (July 2,

⁴ Gibson also opened an account on June 13, 2014, through GTL's IVR system and closed the account the same day. Baker Decl. ¶ 8. Gibson agreed to the Terms of Use when she opened this account as well for the reasons set forth in Section II.B. Gibson alleges in the Complaint that she "became a customer of GTL in approximately September of 2010." Comp., ¶ 42. GTL, however, has no record of any such account dating back to 2010.

2013), but continued to use their accounts thereafter. Baker Decl. ¶ 9. That continued use means those Plaintiffs agreed to the revised Terms of Use, including arbitration.

The prior version of the Terms of Use contained the following language providing for modifications:

These Terms of Use may be amended by the Company from time to time. We will post any material changes to these Terms of Use on the Site with a notice advising of the changes. You may cancel your account within fifteen (15) days following the date the amended Terms of Use are posted by contacting us using the contact information in Section Y below. If you choose to cancel your account within this fifteen (15) day period, you will not be bound by the terms of the revised Terms of Use but will remain bound by terms of these Terms of Use, and, we will provide you with a refund of any fees that you have paid and that have not been used in connection with the Service.

Ex. B, Baker Decl.

GTL posted a notice on the front page of its website regarding the amendment of its Terms of Use on July 2, 2013:

ATTENTION Existing ConnectNetwork ACCOUNT HOLDERS. As of July 2, 2013 the Terms of Use and Privacy Statement (now entitled Your Privacy Rights) that apply to this site and associated products and services were updated. Please review both documents carefully and let us know of any questions using the contact information listed in the documents. By using this site or the associated products or services, you acknowledge and agree to the terms contained in both documents. You may access the documents through links appearing at the top of this site.

Ex. C, Baker Decl. GTL also included the following notice on its automated telephone (IVR) system advising customers regarding the amended Terms of Use:

Please note that your account, and any transactions you complete, with GTL, PCS, DSI-ITI, or VAC are governed by the terms of use and the privacy statement posted at www.offenderconnect.com. The terms of use and the privacy statement were most recently revised on July 3, 2013.

Baker Decl. ¶ 2. Any customer calling the IVR system received this notice and could not proceed to the remainder of the options, including depositing funds into an account, without hearing this notice. Baker Decl. ¶ 2.

Courts regularly conclude that a customer's continued use or acceptance of services constitutes assent to modified terms of service. In *Coiro v. Wachovia Bank, N.A.*, 2012 WL 628514, *1 (D.N.J. Feb. 27, 2012), for example, the original customer agreement stated that, "[i]f Plaintiff did not agree to the[] new terms, she had the option to close her account within [a] thirty-day period." *Id.* at *3. The plaintiff was mailed two amendments to the customer agreement, the second of which included a class-action waiver provision. *Id.* at *3. The court found this provision reasonable, noting that "[u]nder New Jersey state law, silence may be deemed acceptance 'where the particular circumstances reasonably impose on the offeree a duty to speak if the offer is rejected.'" *Id.* (quoting *Johnson & Johnson v. Charmley Drug Co.*, 11 N.J. 526, 539 (1953)); see also *Weichert Co. Realtors v. Ryan*, 128 N.J. 427, 436-37 (1992) ("[W]hen an offeree accepts the offeror's

services without expressing any objection to the offer's essential terms, the offeree has manifested assent to those terms.") (internal citations omitted); *Lankford v. Irby*, 2006 WL 2828552, *5 (D.N.J. Sept. 29, 2006).

Based on GTL's account records, plaintiffs Bobbie James (February 29, 2012), Barbara Skladany (March 2, 2013) and Milan Skladany (July 29, 2011) opened their accounts before July 2, 2013. Baker Decl. ¶ 9.⁵ They all continued using their accounts after July 2, 2013. Specifically, Plaintiff Milan Skladany deposited funds in his account using GTL's IVR system nine times after July 2, 2013. Baker Decl. ¶ 9. Plaintiff Barbara Skladany deposited funds in her account using GTL's IVR system fifteen times after July 2, 2013. Baker Decl. ¶ 9.⁶ Plaintiff James deposited funds in her account using GTL's IVR system 38 times after July 2, 2013. Baker Decl. ¶ 9. Plaintiff James also opened up a new account using GTL's IVR system on August 1, 2013 for a different phone number, and, during that process, affirmatively accepted GTL's Terms of Use. Baker Decl. ¶ 9.

As in *Coiro*, Plaintiffs demonstrated their assent by continuing to use the services. If anything, this case is stronger than *Coiro* because these Plaintiffs

⁵ According to GTL's records, plaintiff John Crow opened his account prior to July 2, 2013 but never deposited money in or otherwise used his account. GTL has no record of Mark Skladany (an inmate) opening an account with GTL.

⁶ Plaintiff Barbara Skladany also opened an account on November 16, 2006, and closed the account on August 19, 2013 – after GTL amended its TOU. Baker Decl. ¶ 9. Because the arbitration agreement applies to all claims arising out of or relating to GTL's "Services," all of Barbara Skladany's claims, including those related to her prior account, fall within the arbitration agreement.

repeatedly were informed of the new Terms of Use each time they used the IVR system. Thus, Plaintiffs James, Barbara Skladany and Milan Skladany are bound by the arbitration provisions and class action waiver in the Terms of Use.

C. Plaintiff Betty King Must Arbitrate Her Claims Because She Agreed to the Amended Terms of Use By Opening a New Account After July 2, 2013.

Based on GTL's records, Plaintiff Betty King had two accounts. The first was opened on October 18, 2006 and was closed on July 9, 2013 – after GTL amended its TOU. The second account was opened through GTL's IVR system on November 15, 2014, and Plaintiff King deposited money into that account three times using GTL's IVR system. Baker Decl. ¶ 10. During this sign-up process, King affirmatively accepted GTL's Terms of Use, including the arbitration provision. Baker Decl. ¶ 2. Because the arbitration agreement applies to all claims arising out of or relating to GTL's "Services," all of King's claims, including those related to her prior account, fall within the arbitration agreement. Thus, King is bound by the arbitration provision and class action waiver contained in the Terms of Use.

D. Plaintiffs' Claims Fall Within the Scope of the Arbitration Clause.

All of Plaintiffs' claims fall within the broad scope of the arbitration provision in the Terms of Use. Those provisions require arbitration of "[a]ll claims arising out of or relating to these Terms of Use (including its formation,

performance and breach) and the Service.” “Service” is defined as “any of the products or services that [GTL] . . . provide, including My Phone Account, Offender Trust Fund, Send An Email and Offender Phone Account.” This broad language covers “any disputes arising out of” parties’ transaction, even if not directly related to contract containing arbitration clause. *See Arakelian v. N.C. Country Club Estates Ltd. P’ship*, No. 08-5286 (JAG), 2009 WL 4981479, *12 (D.N.J. Dec. 18, 2009) (where arbitration provision applied to claims arising out of “this Agreement . . . [or] any other agreements, communications or dealings involving Buyer,” court construes such broad language as intending “to cover any disputes arising out of” parties’ transaction, even if not directly related to contract containing arbitration clause).

Here, Plaintiffs’ claims relate to their accounts with GTL for the provision of ICS. Plaintiffs allege that the fees and rates charged by GTL in conjunction with their ICS accounts were excessive, insufficiently disclosed, and prohibited by the CFA. Compl., ¶ 79-80. These claims unquestionably relate to the “Services” provided by GTL, as defined in the Terms of Use. Accordingly, Plaintiffs’ claims are subject to binding arbitration.

III. This Case Should be Stayed Pending Completion of the Individual Arbitrations.

This Court should stay this litigation, including the claims asserted by Mark Skladany and John F. Crow, pending individual arbitration. Section 3 of the FAA

empowers this Court to grant such a stay. 9 U.S.C. § 3 (when a court determines a suit should be referred to arbitration, it “shall on application of one of the parties stay the trial of the action until such arbitration has been had”). “If the issues in the case are within the contemplation of the arbitration agreement, the FAA's stay-of-litigation provision is mandatory, and there is no discretion vested in the district court to deny the stay.” *Katchen v. Smith Barney, Inc.*, 2005 WL 1863669 at *7 (D.N.J. Aug. 3, 2005) (quoting *U.S. v. Bankers Ins. Co.*, 245 F.3d 315, 319 (4th Cir.2001)); *see also Lloyd v. HOVENSA, LLC.*, 369 F.3d 263, 269 (3d Cir. 2004) (“[T]he statute clearly states, without exception, that whenever suit is brought on an arbitrable claim, the Court ‘shall’ upon application stay the litigation until arbitration has been concluded. In this case, Wyatt requested a stay of the proceeding as part of his motion to compel arbitration. Accordingly, we hold that the District Court was obligated under 9 U.S.C. § 3 to grant the stay once it decided to order arbitration.”). “[A] stay, rather than a dismissal, is the required course of action when compelling arbitration.” *Quilloin v. Tenet HealthSystem Philadelphia, Inc.*, 673 F.3d 221, 227 n. 2 (3d Cir. 2012). GTL has requested a stay here, rather than a dismissal, and that request should be granted.

The entire case, including the claims asserted by Mark Skladany and Dr. John F. Crow, should be stayed pending the arbitration of the claims of the other Plaintiffs. 9 U.S.C. § 3 (“If any suit or proceeding be brought in any of the courts

of the United States upon *any issue referable to arbitration* under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, *shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement*, providing the applicant for the stay is not in default in proceeding with such arbitration.”) (emphasis added); *Neal v. Asta Funding, Inc.*, 2014 WL 131770, at *3 (D.N.J. Jan. 6, 2014) (“When the parties and issues significantly overlap between a court proceeding and an arbitration, a court may stay the entire court action. That is true even where the overlap is not complete, for example, even if some of the parties or issues are not subject to arbitration.”). Here, there is a complete overlap between the issues that remain in Court and the issues that would be arbitrated by the other Plaintiffs. Accordingly, a stay pending the results of the individual arbitrations is appropriate.

CONCLUSION

For the reasons set forth herein, above, GTL respectfully requests this court grant this motion to compel arbitration and stay this matter pending the completion of the individual arbitrations.

Respectfully submitted,

/s/ Philip R. Sellinger

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Dated: August 7, 2015

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Global Tel*Link Corporation
and DSI-ITI LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BOBBIE JAMES, et al.,

Plaintiffs,

vs.

GLOBAL TEL*LINK CORPORATION,
INMATE TELEPHONE SERVICE and DSI-ITI
LLC,

Defendants.

13 Civ. 4989 (WJM) (MF)

DECLARATION OF JOHN W. BAKER, II

I, John W. Baker, II, pursuant to 28 U.S.C. § 1746, make the following declaration:

1. I am Global Tel*Link Corporation's ("GTL") Senior Vice President-Payment Services and Consumer Channels. In that capacity, I have become familiar with GTL's automated telephonic systems and the general process and procedure for setting up an account to access GTL's Inmate Calling Services ("ICS"). I am also familiar with GTL's records relating to the Plaintiffs in this matter, which were provided to me by another GTL employee.

2. In the process of setting up an account, whether online or telephonically through our interactive voice response ("IVR") system, all users are informed of, and required to agree to, GTL's Terms of Use ("TOU"). If a customer signs up for account access on GTL's website, they

indicate their assent to the TOU by clicking a button that says "Accept." Since approximately July 2, 2013, a customer who signed up through GTL's IVR system was notified, before completing the transaction, that:

Please note that your account, and any transactions you complete, with GTL, PCS, DSI-ITI, or VAC are governed by the terms of use and the privacy statement posted at www.offenderconnect.com. The terms of use and the privacy statement were most recently revised on July 3, 2013.

3. Customers who open their accounts using GTL's IVR system are not required to provide any personal identifying information. Rather, those customers need only enter their telephone number and payment information.

4. As of July 2, 2013, GTL's Terms of Use included the following provisions:

Acceptance of these Terms of Use by Users of the Site. By using the Service, or clicking the "accept" button when you register to use the Service through the Site or when you are otherwise prompted to do so, you agree to be bound by the terms of these Terms of Use.

Acceptance of these Terms of Use by Other Users of the Service. If you create an account to use the Service other than through the Site, and if you do not agree with or consent to the terms of these Terms of Use, you will have thirty (30) days from the date you create the account with us to cancel the account. If you decide that you want to cancel the account within this thirty (30) day period, please contact us using the information provided in Section Z below. If you cancel the account we will provide you with a refund of any fees you have paid and not used in connection with the Service

Arbitration. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration. All claims arising out of or relating to these Terms of Use (including its formation, performance and breach) and the Service shall be finally settled by binding arbitration, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to any claim that all or any part of these Terms of Use is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of

competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception - Litigation of Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

Thirty Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Section by sending written notice of your decision to opt-out to the following address: c/o Global Tel*Link Corporation, 12021 Sunset Hills Road, Reston, Virginia 20190, Attn: Legal Department. The notice must be sent within thirty (30) days of the date you have agreed to Terms of Use; otherwise you shall be bound to arbitrate disputes in accordance with the terms set forth above. If you elect to opt-out of these arbitration provisions, we also will not be bound by them. In addition, if you elect to opt-out of these arbitration provisions, we may terminate your use of the Service. If we terminate your use of the Service, we will provide you with a refund of any fees you have paid and have not been used in connection with the Service.

A complete copy of the version of the TOU in effect as of July 2, 2013, is attached as Exhibit A.

The TOU was available on GTL's website and accessible to all Users as of July 2, 2013.

5. The version of the TOU in effect immediately prior to July 2, 2013, stated as follows with respect to amendments to the TOU:

Amendments. These Terms of Use may be amended by the Company from time to time. We will post any material changes to these Terms of Use on the Site with a notice advising of the changes. You may cancel your account within

fifteen (15) days following the date the amended Terms of Use are posted by contacting us using the contact information in Section Y below. If you choose to cancel your account within this fifteen (15) day period, you will not be bound by the terms of the revised Terms of Use but will remain bound by terms of these Terms of Use, and, we will provide you with a refund of any fees that you have paid and that have not been used in connection with the Service.

A complete copy of the version of the TOU in effect immediately prior to July 2, 2013, is attached as Exhibit B.

6. GTL posted a notice on the front page of its website regarding the amendment of its TOU on or about July 2, 2013:

ATTENTION Existing ConnectNetwork ACCOUNT HOLDERS. As of July 2, 2013 the Terms of Use and Privacy Statement (now entitled Your Privacy Rights) that apply to this site and associated products and services were updated. Please review both documents carefully and let us know of any questions using the contact information listed in the documents. By using this site or the associated products or services, you acknowledge and agree to the terms contained in both documents. You may access the documents through links appearing at the top of this site.

A copy of the front page of GTL's website is attached as Exhibit C.

7. The mobile version of GTL's website first became available in December 2014. Before that time, if a person visited the website from a mobile device, she or he would see the desktop version of the site. Once the mobile version became available, the TOU could be accessed from a mobile device in at least two ways. If a customer accesses the mobile site at <https://m.connectnetwork.com/> and does not yet have an online account, the customer must click "Create an Account." The user is then directed to a page to enter certain contact information, and is then presented with a page with a link to the TOU and a box that must be checked to agree to the TOU. In addition, the menu bar for the mobile site has an option to "View Full Web Site," where the TOU is available.

8. Plaintiff Crystal Gibson opened an Advance Pay Account through GTL's website on July 6, 2014. Gibson also opened an account on June 13, 2014, through GTL's IVR system and closed the account the same day.

9. Plaintiffs Bobbie James (February 29, 2012), Barbara Skladany (March 2, 2013) and Milan Skladany (July 29, 2011) opened their accounts prior to July 2, 2013. They all continued using their accounts after July 2, 2013. Specifically, Plaintiff Milan Skladany deposited funds in his account using GTL's IVR system nine times since July 2, 2013. Plaintiff Barbara Skladany deposited funds in her account using GTL's IVR system fifteen times since July 2, 2013. Plaintiff James deposited funds in her account using GTL's IVR system 38 times since July 2, 2013. Each time these Plaintiffs deposited funds in their respective accounts, they would have heard the notice referenced in Paragraph 2. Plaintiff James also opened up a new account on August 1, 2013, for a different phone number, and, during that process, affirmatively accepted GTL's Terms of Use. Plaintiff Barbara Skladany also opened an account on November 16, 2006, and closed the account on August 19, 2013.

10. Plaintiff Betty King had two accounts with GTL. The first account was opened on October 18, 2006 and was closed on July 9, 2013. The second account was opened on November 15, 2014, via GTL's IVR system, and Plaintiff King deposited money into that account three times using GTL's IVR system. During this sign-up process, King affirmatively accepted GTL's Terms of Use, including the arbitration provision.

11. Plaintiffs Crystal Gibson, Bobbie James, Barbara Skladany, Milan Skladany and Bettie King did not opt-out of the arbitration or class waiver provisions of the TOU.

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

Executed August 4, 2015 .


JOHN W. BAKER, II

EXHIBIT A

Terms of Use

Effective Date: July 2, 2013

DSI-ITI, LLC, a wholly-owned subsidiary of Global Tel*Link Corporation, is the provider of the Offender Connect service and the operator of the website located at the url www.offenderconnect.com (the "Site"). These Terms of Use apply when you access, visit or use the Site or use any of the products or services that DSI-ITI, LLC, or its affiliates, Global Tel*Link Corporation, Public Communications Services, Inc., and Value-Added Communications, Inc. (individually "Affiliate" and collectively "Affiliates") provide, including My Phone Account, Offender Trust Fund, Send An Email and Offender Phone Account (the Site and these products and services will be referred to in these Terms of Use as the "Service"). For purposes of these Terms of Use, "Company", "we", "us", or "our", means DSI-ITI, LLC, and any Affiliate where the Affiliate or its products or services are implicated.

A. Acceptance of these Terms of Use by Users of the Site. By using the Service, or clicking the "accept" button when you register to use the Service through the Site or when you are otherwise prompted to do so, you agree to be bound by the terms of these Terms of Use.

B. Acceptance of these Terms of Use by Other Users of the Service. If you create an account to use the Service other than through the Site, and if you do not agree with or consent to the terms of these Terms of Use, you will have thirty (30) days from the date you create the account with us to cancel the account. If you decide that you want to cancel the account within this thirty (30) day period, please contact us using the information provided in Section Z below. If you cancel the account we will provide you with a refund of any fees you have paid and not used in connection with the Service.

C. Eligibility. The Service is intended for individuals who are at least eighteen (18) years old. If you are not at least eighteen (18) years old, please do not access, visit or use the Service.

D. Your Privacy Rights. In connection with your use of the Service, please review the Your Privacy Rights statement ("Privacy Statement") in order to understand how we use information we collect from you when you access, visit or use the Service. The Privacy Statement is part of and is governed by these Terms of Use and by accepting the Terms of Use, you agree to be bound by the terms of the Privacy Statement, and agree that we may use information collected from you in accordance with the Privacy Statement.

E. Registration. As a condition of using certain features of the Service, you may be required to register through the Site and select a password and user I.D. You may not: (1) select or use as a user I.D. a name of another person with the intent to impersonate that person; (2) use as a user I.D. a name subject to any rights of a person other than you without appropriate authorization; or (3) use as a user I.D. a name that is otherwise offensive, vulgar or obscene. We reserve the right to refuse registration of, or to cancel a user I.D., in our sole discretion. You shall be responsible for maintaining the confidentiality of your user I.D. and password.

F. Prohibited Activities. You may not access or use the Service for any purpose other than the purpose for which we make it available to you. We may prohibit certain activities in connection with the Service in our discretion. These prohibited activities include, without limitation, the following:

- Criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets.
- Advertising to, or solicitation of, any user to buy or sell any products or services.
- Transmitting chain letters or junk email to other users.
- Using any information obtained from the Service in order to contact, advertise to, solicit or sell any products or services to any user without their prior explicit consent.
- Engaging in any automated use of the Service, such as using scripts to send comments or messages.
- Interfering with, disrupting or creating an undue burden on the Service or the networks or services connected to the Service.
- Attempting to impersonate another user or person.

- Using the user I.D. or account of another user.
- Using any information obtained from the Service in order to harass, abuse or harm another person.
- Accepting payment of anything of value from a third person in exchange for your performance of any commercial activity on or through the Service on behalf of that person.
- Using the Service in a manner inconsistent with any and all applicable laws and regulations.

G. Management of the Service. You acknowledge that we reserve the right, but have no obligation, to (1) take appropriate legal action against anyone who, in our sole determination, violates these Terms of Use, including, without limitation, reporting you to law enforcement authorities, (2) in our sole discretion and without limitation, refuse, restrict access to or availability of, or disable all or a portion of the Service, and (3) otherwise manage the Service in a manner designed to protect the rights and property of the Company and users of the Service and to facilitate the proper functioning of the Service.

H. Monitoring of Calls Made and Email Sent through the Service. You acknowledge and agree that we may, and the correctional facility where an offender is incarcerated may, monitor or record calls made using the Service, and read emails sent using the Service, for law enforcement purposes in accordance with the policies in place at the correctional facility where an offender is incarcerated. By accepting these Terms of Use you authorize us, and the applicable correctional facility, to monitor and record calls you make through the Service and to read emails you send through the Service in accordance with the policies in place at the applicable correctional facility.

I. Use of the Service. The Service and its contents and the trademarks, service marks and logos contained on the Service, are the intellectual property of the Company or its licensors and constitute copyrights and other intellectual property rights of the Company or its licensors under U.S. and foreign laws and international conventions. The Service and its contents are provided for your informational, personal, non-commercial use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the express written consent of the Company. You agree not to engage in the use, copying or distribution of the Service or of any of its contents for any commercial purpose. You agree not to circumvent, disable or otherwise interfere with security related features of the Service. We may, but are not obligated to, periodically provide updates to the Service to resolve bugs or add features and functionality. You do not acquire any ownership rights to the Service or to any contents contained on the Service. All rights not expressly granted in these Terms of Use are reserved by the Company. You are solely responsible for your interactions with other users of the Service.

J. Termination of Your Use of the Service. We may suspend or terminate your use of the Service if you violate these Terms of Use or in our discretion. We may also impose limits on or restrict your access to parts or all of the Service without notice or liability.

K. Charges for the Service. Fees will apply to your use of certain features of the Service, including any calls that are made through the Service. The fees and charges may vary based on, among other things, the correctional facility where an offender is incarcerated. We reserve the right to change the fees charged periodically, in our discretion.

L. Submissions. If you submit opinions, suggestions, feedback, images, documents, and/or proposals to us through the Service, or through any other communication with us, you acknowledge and agree that: (1) the submissions you provide will not contain confidential or proprietary information; (2) we are not under any obligation of confidentiality, express or implied, with respect to the submissions you provide; (3) we shall be entitled to use or disclose (or choose not to use or disclose) the submissions you provide for any purpose, in any way, in any media worldwide; (4) the submissions you provide will automatically become the property of the Company without any obligation of the Company to you; and (5) you are not entitled to any compensation or reimbursement of any kind from the Company in connection with your submissions under any circumstances.

M. Links to Other Websites. The Service may contain links to third-party websites, resources or data. You acknowledge and agree that the Company is not responsible or liable for: (1) the availability or accuracy of these third-party websites, resources or data; or (2) the content, products, or services on or available from these websites, resources or data. You also acknowledge that you are solely responsible for, and assume all risk arising from, the use of any these websites, resources and data. Links to third party websites on the Service are not intended as endorsements or referrals by the Company of any products, services or information contained on the applicable websites. These Terms of Use do not apply to third party websites, including the content of and your activity on those websites. You should review third-party websites' terms of service, privacy policies and all other website documents, and inform yourself of the regulations, policies and practices of third-party websites.

N. Disclaimer of Warranties. THE INFORMATION CONTAINED IN AND PROVIDED THROUGH THE SERVICE, INCLUDING TEXT, GRAPHICS, LINKS, OR OTHER ITEMS, IS PROVIDED "AS IS". NEITHER THE COMPANY NOR ITS SUPPLIERS WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ACCESSED ON OR THROUGH THE SERVICE AND THE COMPANY EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR MATERIALS ACCESSED ON OR THROUGH THE SERVICE. NO WARRANTY OF ANY KIND, WHETHER IMPLIED OR EXPRESSED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH ANY INFORMATION, MATERIALS, OR SERVICES PROVIDED THROUGH THE SERVICE.

O. Limitation of Liability. IN NO EVENT SHALL THE COMPANY OR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS OR SERVICES PROVIDED THROUGH THE SERVICE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF THE COMPANY OR ITS THIRD PARTY SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

P. Unauthorized Transactions. In the event that you use a credit card to pay for any products or services offered through the Site, you are representing to the Company that you are authorized to use that credit card.

Q. Indemnification. You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, and costs including attorneys' fees, arising from or related to your use of the Service.

R. Dispute Resolution.

1. Arbitration. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration. All claims arising out of or relating to these Terms of Use (including its formation, performance and breach) and the Service shall be finally settled by binding arbitration, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to any claim that all or any part of these Terms of Use is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

2. Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

3. Exception - Litigation of Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

4. Thirty Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Section by sending written notice of your decision to opt-out to the following address: c/o Global Tel*Link Corporation, 12021 Sunset Hills Road, Reston, Virginia 20190, Attn: Legal Department. The notice must be sent within thirty (30) days of the date you have agreed to Terms of Use; otherwise you shall be bound to arbitrate disputes in accordance with the terms set forth above. If you elect to opt-out of these arbitration provisions, we also will not be bound by them. In addition, if you elect to opt-out of these arbitration provisions, we may terminate your use of the Service. If we terminate your use of the Service, we will provide you with a refund of any fees you have paid and have not been used in connection with the Service.

S. Amendments. These Terms of Use may be amended by the Company from time to time. We will post any material changes to these Terms of Use on the Site with a notice advising of the changes. You may cancel your account within thirty (30) days following the date the amended Terms of Use are posted by contacting us using the contact information in Section Z below. If you choose to cancel your account within this thirty (30) day period, you will not be bound by the terms of the revised Terms of Use but will remain bound by terms of these Terms of Use, and, we will provide you with a refund of any fees that you have paid and that have not been used in connection with the Service.

T. No Oral Modifications. Employees of the Company are not authorized to modify these Terms of Use, either verbally or in writing. If any employee of the Company offers to modify these Terms of Use, he or she is not acting as an agent for the Company or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of the Company or anyone else purporting to act on our behalf.

U. No Third Party Beneficiaries. These Terms of Use are between you and the Company. There are no third party beneficiaries.

V. Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of these Terms of Use and you do not have any authority of any kind to bind the Company in any respect whatsoever.

W. Non-Waiver. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

X. Force Majeure. The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company's reasonable control, including, without limitation, any mechanical, electronic or communications failure or degradation.

Y. Severability. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable.

Z. Contact Us. If you have any questions about these Terms of Use, you may contact us by email at termsofuse@offenderconnect.com or by postal mail at c/o Global Tel*Link Corporation, 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190, Attn: Legal Department.

AA. Assignment. These Terms of Use are not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer, assign or delegate these Terms of Use and our related rights and obligations without obtaining your consent.

EXHIBIT B

Terms of Use

DSI-ITI, LLC, a wholly-owned subsidiary of Global Tel*Link Corporation, is the provider of the Offender Connect service and the operator of the website located at the url www.offenderconnect.com (the "Site"). These Terms of Use apply when you access, visit or use the Site or use any of the products or services that DSI-ITI, LLC, or its affiliates, Global Tel*Link Corporation, Public Communications Services, Inc., and Value-Added Communications, Inc. (individually "Affiliate" and collectively "Affiliates") provide, including My Phone Account, Offender Trust Fund, Send An Email and Offender Phone Account (the Site and these products and services will be referred to in these Terms of Use as the "Service"). For purposes of these Terms of Use, "Company", "we", "us", or "our", means DSI-ITI, LLC, and any Affiliate where the Affiliate or its products or services are implicated.

A. Acceptance of these Terms of Use by Users of the Site. By using the Service, or clicking the "accept" button when you register to use the Service through the Site or when you are otherwise prompted to do so, you agree to be bound by the terms of these Terms of Use.

B. Eligibility. The Service is intended for individuals who are at least eighteen (18) years old. If you are not at least eighteen (18) years old, please do not access, visit or use the Service.

C. Your Privacy Rights. In connection with your use of the Service, please review the Your Privacy Rights statement ("Privacy Statement") **INTERNAL NOTE -- PLEASE HYPERLINK THE WORDS YOUR PRIVACY RIGHTS SO IT DIRECTS THE USER TO THE PRIVACY POLICY -- ALSO PLEASE DELETE THIS INTERNAL NOTE** in order to understand how we use information we collect from you when you access, visit or use the Service. The Privacy Statement is part of and is governed by these Terms of Use and by accepting the Terms of Use, you agree to be bound by the terms of the Privacy Statement, and agree that we may use information collected from you in accordance with the Privacy Statement.

D. Registration. As a condition of using certain features of the Service, you may be required to register through the Site and select a password and user I.D. You may not: (1) select or use as a user I.D. a name of another person with the intent to impersonate that person; (2) use as a user I.D. a name subject to any rights of a person other than you without appropriate authorization; or (3) use as a user I.D. a name that is otherwise offensive, vulgar or obscene. We reserve the right to refuse registration of, or to cancel a user I.D., in our sole discretion. You shall be responsible for maintaining the confidentiality of your user I.D. and password.

E. Prohibited Activities. You may not access or use the Service for any purpose other than the purpose for which we make it available to you. We may prohibit certain activities in connection with the Service in our discretion. These prohibited activities include, without limitation, the following:

- Criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets.
- Advertising to, or solicitation of, any user to buy or sell any products or services.
- Transmitting chain letters or junk email to other users.
- Using any information obtained from the Service in order to contact, advertise to, solicit or sell any products or services to any user without their prior explicit consent.
- Engaging in any automated use of the Service, such as using scripts to send comments or messages.
- Interfering with, disrupting or creating an undue burden on the Service or the networks or services connected to the Service.
- Attempting to impersonate another user or person.
- Using the user I.D. or account of another user.
- Using any information obtained from the Service in order to harass, abuse or harm another person.
- Accepting payment of anything of value from a third person in exchange for your performance of any commercial activity on or through the Service on behalf of that person.
- Using the Service in a manner inconsistent with any and all applicable laws and regulations.

F. Management of the Service. You acknowledge that we reserve the right, but have no obligation, to (1) take appropriate legal action against anyone who, in our sole determination, violates these Terms of Use, including, without limitation, reporting you to law enforcement authorities, (2) in our sole discretion and without limitation, refuse, restrict access to or availability of, or disable all or a portion of the Service, and (3) otherwise manage the Service in a

manner designed to protect the rights and property of the Company and users of the Service and to facilitate the proper functioning of the Service.

G. Monitoring of Calls Made and Email Sent through the Service. You acknowledge and agree that we may, and the correctional facility where an offender is incarcerated may, monitor or record calls made using the Service, and read emails sent using the Service, for law enforcement purposes in accordance with the policies in place at the correctional facility where an offender is incarcerated. By accepting these Terms of Use you authorize us, and the applicable correctional facility, to monitor and record calls you make through the Service and to read emails you send through the Service in accordance with the policies in place at the applicable correctional facility.

H. Use of the Service. The Service and its contents and the trademarks, service marks and logos contained on the Service, are the intellectual property of the Company or its licensors and constitute copyrights and other intellectual property rights of the Company or its licensors under U.S. and foreign laws and international conventions. The Service and its contents are provided for your informational, personal, non-commercial use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the express written consent of the Company. You agree not to engage in the use, copying or distribution of the Service or of any of its contents for any commercial purpose. You agree not to circumvent, disable or otherwise interfere with security related features of the Service. We may, but are not obligated to, periodically provide updates to the Service to resolve bugs or add features and functionality. You do not acquire any ownership rights to the Service or to any contents contained on the Service. All rights not expressly granted in these Terms of Use are reserved by the Company. You are solely responsible for your interactions with other users of the Service.

I. Termination of Your Use of the Service. We may suspend or terminate your use of the Service if you violate these Terms of Use or in our discretion. We may also impose limits on or restrict your access to parts or all of the Service without notice or liability.

J. Charges for the Service. Fees will apply to your use of certain features of the Service, including any calls that are made through the Service. The fees and charges may vary based on, among other things, the correctional facility where an offender is incarcerated. We reserve the right to change the fees charged periodically, in our discretion.

K. Submissions. If you submit opinions, suggestions, feedback, images, documents, and/or proposals to us through the Service, or through any other communication with us, you acknowledge and agree that: (1) the submissions you provide will not contain confidential or proprietary information; (2) we are not under any obligation of confidentiality, express or implied, with respect to the submissions you provide; (3) we shall be entitled to use or disclose (or choose not to use or disclose) the submissions you provide for any purpose, in any way, in any media worldwide; (4) the submissions you provide will automatically become the property of the Company without any obligation of the Company to you; and (5) you are not entitled to any compensation or reimbursement of any kind from the Company in connection with your submissions under any circumstances.

L. Links to Other Websites. The Service may contain links to third-party websites, resources or data. You acknowledge and agree that the Company is not responsible or liable for: (1) the availability or accuracy of these third-party websites, resources or data; or (2) the content, products, or services on or available from these websites, resources or data. You also acknowledge that you are solely responsible for, and assume all risk arising from, the use of any these websites, resources and data. Links to third party websites on the Service are not intended as endorsements or referrals by the Company of any products, services or information contained on the applicable websites. These Terms of Use do not apply to third party websites, including the content of and your activity on those websites. You should review third-party websites' terms of service, privacy policies and all other website documents, and inform yourself of the regulations, policies and practices of third-party websites.

M. Disclaimer of Warranties. THE INFORMATION CONTAINED IN AND PROVIDED THROUGH THE SERVICE, INCLUDING TEXT, GRAPHICS, LINKS, OR OTHER ITEMS, IS PROVIDED "AS IS". NEITHER THE COMPANY NOR ITS SUPPLIERS WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ACCESSED ON OR THROUGH THE SERVICE AND THE COMPANY EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR MATERIALS ACCESSED ON OR THROUGH THE SERVICE. NO WARRANTY OF ANY KIND, WHETHER IMPLIED OR EXPRESSED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH ANY INFORMATION, MATERIALS, OR SERVICES

PROVIDED THROUGH THE SERVICE.

N. Limitation of Liability. IN NO EVENT SHALL THE COMPANY OR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS OR SERVICES PROVIDED THROUGH THE SERVICE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF THE COMPANY OR ITS THIRD PARTY SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

O. Unauthorized Transactions. In the event that you use a credit card to pay for any products or services offered through the Site, you are representing to the Company that you are authorized to use that credit card.

P. Indemnification. You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, and costs including attorneys' fees, arising from or related to your use of the Service.

Q. Dispute Resolution.

1. Arbitration. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration. All claims arising out of or relating to these Terms of Use (including its formation, performance and breach) and the Service shall be finally settled by binding arbitration, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to any claim that all or any part of these Terms of Use is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

2. Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

3. Exception - Litigation of Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

4. Thirty Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth this Section by sending written notice of your decision to opt-out to the following address: c/o Global Tel*Link Corporation, 12021 Sunset Hills Road, Reston, Virginia 20190, Attn: Legal Department. The notice must be sent within thirty (30) days of the date you have agreed to Terms of Use; otherwise you shall be bound to arbitrate disputes in accordance with the terms set forth

above. If you elect to opt-out of these arbitration provisions, we also will not be bound by them. In addition, if you elect to opt-out of these arbitration provisions, we may terminate your use of the Service. If we terminate your use of the Service, we will provide you with a refund of any fees you have paid and have not been used in connection with the Service.

R. Amendments. These Terms of Use may be amended by the Company from time to time. We will post any material changes to these Terms of Use on the Site with a notice advising of the changes. You may cancel your account within fifteen (15) days following the date the amended Terms of Use are posted by contacting us using the contact information in Section Y below. If you choose to cancel your account within this fifteen (15) day period, you will not be bound by the terms of the revised Terms of Use but will remain bound by terms of these Terms of Use, and, we will provide you with a refund of any fees that you have paid and that have not been used in connection with the Service.

S. No Oral Modifications. Employees of the Company are not authorized to modify these Terms of Use, either verbally or in writing. If any employee of the Company offers to modify these Terms of Use, he or she is not acting as an agent for the Company or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of the Company or anyone else purporting to act on our behalf.

T. No Third Party Beneficiaries. These Terms of Use are between you and the Company. There are no third party beneficiaries.

U. Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of these Terms of Use and you do not have any authority of any kind to bind the Company in any respect whatsoever.

V. Non-Waiver. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

W. Force Majeure. The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company's reasonable control, including, without limitation, any mechanical, electronic or communications failure or degradation.

X. Severability. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable.

Y. Contact Us. If you have any questions about these Terms of Use or your account, you may contact us by email at termsofuse@offenderconnect.com or by postal mail at c/o Global Tel*Link Corporation, 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190, Attn: Legal Department.

Z. Assignment. These Terms of Use are not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer, assign or delegate these Terms of Use and our related rights and obligations without obtaining your consent.

EXHIBIT C

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NEWS & UPDATES

- ATTENTION Existing ConnectNetwork ACCOUNT HOLDERS AND USERS.** The [Terms of Use](#) and [Your Privacy Rights](#) that apply to this site and associated products and services were updated on **MARCH 30, 2015**. Please review both documents carefully and let us know of any questions. By using this site or the associated products or services, you acknowledge and agree to the terms contained in both documents. You may access the documents through links appearing at the top of this site.
- ATTENTION Existing ConnectNetwork ACCOUNT HOLDERS.** As of July 2, 2013 the [Terms of Use](#) and [Privacy Statement](#) (now entitled [Your Privacy Rights](#)) that apply to this site and associated products and services were updated. Please review both documents carefully and let us know of any questions using the contact information listed in the documents. By using this site or the associated products or services, you acknowledge and agree to the terms contained in both documents. You may access the documents through links appearing at the top of this site.
- AdvancePay Low Balance Text Alerts** Text ADVANCE to 91613 to sign up. [Click here for details](#)
- Attention TDOC (Tennessee Department of Corrections) customers.** PIN Debit (Offender Phone Account) deposits can now be made on ConnectNetwork.com. To make a deposit for a TDOC offender, start by creating an ConnectNetwork account. Please note, **phone account** deposits are available on ConnectNetwork.com.

Deposits to an inmate's trust account, as well as probation, community corrections, and background check payments are provided by TouchPay Holdings, LLC d/b/a GTL Financial Services, which is also the owner and manager of this website. TouchPay Holdings, LLC d/b/a GTL Financial Services is wholly owned by GTL Corp.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BOBBIE JAMES, et al.,

Plaintiffs,

vs.

GLOBAL TEL*LINK CORPORATION,
INMATE TELEPHONE SERVICE and
DSI-ITI LLC,

Defendants.

13 Civ. 4989 (WJM) (MF)

CERTIFICATE OF SERVICE

I hereby certify that on August 7, 2015, the foregoing documents were filed with the Clerk of the Court and served in accordance with the Federal Rules of Civil Procedure, and/or the New Jersey District Court's Local Rules, and/or the New Jersey District's Rules on Electronic Service upon the following parties and participants:

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Dated: August 7, 2015